

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: May 24, 2017

TO: Office of Commission Clerk (Stauffer)

FROM: Division of Economics (Guffey) *SLCg* *EJG*
Office of the General Counsel (Taylor) *WDT* *JML.*

RE: Docket No. 170068-EU – Joint petition for approval of amendment to territorial agreement, by Tampa Electric Company and Withlacoochee River Electric Cooperative, Inc.

AGENDA: 06/05/17 – Regular Agenda – Proposed Agency Action - Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Polmann

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

RECEIVED-FPSC
2017 MAY 24 AM 10:39
COMMISSION
CLERK

Case Background

On March 29, 2017, Tampa Electric Company (TECO or the Company) and Withlacoochee River Electric Cooperative, Inc. (WREC) filed a joint petition for approval of an amendment to their current territorial agreement in Pasco County (territorial amendment). TECO serves retail customers in Hillsborough County and in portions of Polk, Pinellas, and Pasco Counties. WREC serves retail customers in portions of Hernando, Citrus, Sumter, Pasco, and Polk Counties.

The original electric service boundary between TECO and WREC was approved by the Commission in 1974 in Order No. 6281.¹ The boundary was amended in 1990 in Order No.

¹ Order No. 6281, issued on September 16, 1974, in docket No. 74485-EU, *In re: Application of Tampa Electric Company for approval of territorial agreement with Withlacoochee River Electric Cooperative, Inc., relative to respective retail electric systems and service areas.*

23905² and further amended in 2006 in Order No. PSC-06-0128-PAA-EU (2006 Order).³ The 1990 territorial agreement approved in Order No. 23905 has been placed in the docket file and attached as Attachment A to this recommendation for informational purposes.⁴

The 2006 Order amended the TECO and WREC territorial agreement approved in 1990 in Order No. 23905 in three limited geographic areas: the Meadow Pointe Subdivision, the Belle Chase Subdivision, and the Cannon Ranch Subdivision. The 2006 Order is included as Exhibit A to the petition. Page 7 of the 2006 Order includes a map showing the agreed upon service boundary modifications relative to the Cannon Ranch Subdivision in Pasco County. The 2006 Order did not approve a new territorial agreement and only amended the 1990 territorial agreement with respect to the three subdivisions listed above.

The Cannon Ranch subdivision was never developed and in 2016 a new developer acquired the development rights of the Cannon Ranch subdivision. The new developer renamed the subdivision Mirada Subdivision and has proposed a different development plan from the Canon Ranch Subdivision. The instant petition seeks to only amend the territorial boundaries in the proposed Mirada Subdivision to accommodate the new development plans (as shown in Attachment B). All other aspects of the territorial agreement approved in 1990 and amended in 2006 remain the same.

Staff issued its first data request on April 21, 2017, to which the responses were received on May 8, 2017. The Commission has jurisdiction over this matter pursuant to Section 366.04, Florida Statutes, (F.S.).

² Order No. 23905, issued December 20, 1990, in Docket No 900752-EU, *In re: Joint Petition for Approval of 1990 Amendment to Territorial Agreement by Tampa Electric Company and Withlacoochee River Electric Cooperative, Inc.*

³ Order No.PSC-06-0128-PAA-EU, issued February 16, 2006, in Docket No. 041408-EU, *In re: Joint petition of Tampa Electric Company and Withlacoochee River Electric Cooperative, Inc. for expedited interim approval of customer transfers pending consideration of joint application for permanent relocation of territorial boundaries.*

⁴ Document No. 04984-17.

Discussion of Issues

Issue 1: Should the Commission approve the joint petition by TECO and WREC to amend their territorial agreement related to the Mirada Subdivision, f/k/a Cannon Ranch Subdivision, in Pasco County?

Recommendation: Yes. The Commission should approve the joint petition by TECO and WREC to amend their territorial agreement related to the Mirada Subdivision, f/k/a Cannon Ranch Subdivision, in Pasco County. (Guffey)

Staff Analysis: In 2016, the new developer who acquired the former Cannon Ranch Subdivision discussed with TECO and WREC the provision of electric service to the proposed Mirada Subdivision. Those discussions led to a mutual agreement among TECO, WREC, and the developer regarding the most efficient, reliable provision of electricity to the new subdivision.

As required by Rule 25-6.0440(1)(f), Florida Administrative Code, the parties provided three large scale maps: a Florida Department of Transportation General County map of Pasco county, the general area of the Mirada Subdivision, and an expanded view of the current and proposed boundary lines specific to the Mirada Subdivision. The specific Mirada Subdivision map is shown in Attachment B to this recommendation.

The proposed territorial amendment is to accommodate the proposed new subdivision. Essentially, the centerline of Mirada Boulevard will serve as the revised territorial boundary between TECO and WREC as it relates to the Mirada Subdivision. The petitioners assert that this proposal would allow both utilities to have sufficient access to the areas to be served and it will facilitate the orderly provision of electricity by the two utilities. The petitioners further assert that the proposed territorial amendment will not cause a decrease in the reliability of electric service to the existing and future ratepayers of either utility and will prevent the uneconomic duplication of facilities.

The Mirada Subdivision covers 2,350 acres and will have a total of 4,520 customers when developed. TECO will serve 2,420 customers and WREC will serve 2,100 customers. As this subdivision has not been developed yet, there are no customers to be transferred as a result of the proposed territorial amendment. Similarly, there are no affected customers to be notified. The petitioners represented that the developer of the Mirada Subdivision has agreed with TECO and WREC that the new boundary line through the development is appropriate and acceptable to the developer.

Conclusion

After review of the petition, the proposed territorial amendment, and the joint petitioners' responses to its data request, staff believes that the proposed territorial amendment is in the public interest and will enable TECO and WREC to better serve the future customers in the Mirada Subdivision in Pasco County. It appears that the proposed territorial amendment eliminates any potential uneconomic duplication of facilities and will not cause a decrease in the reliability of electric service. As such, staff believes that the proposed territorial amendment

between TECO and WREC will not cause a detriment to the public interest and recommends that the Commission approve it.

Issue 2: Should this docket be closed?

Recommendation: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. (Taylor)

Staff Analysis: If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

AGREEMENT

Section 0.1 THIS AGREEMENT is made and entered into this 12 day of June, 1990 by and between TAMPA ELECTRIC COMPANY, a private corporation organized and existing under the laws of the State of Florida with its principal place of business located in Tampa, Florida (hereinafter "TEC"), and WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC., a rural electric cooperative organized and existing under Chapter 425, Fla. Stat., and under the Rural Electrification Act, 7 USC, §901 et seq., with the principal place of business located in Dade City, Florida ("WREC"). Collectively TEC and WREC will be called herein "the parties." Upon approval by the Florida Public Service Commission ("FPSC"), this Agreement specifically shall supersede any prior agreements between the parties defining the boundaries of their respective retail service territories.

WITNESSETH:

Section 0.2 WHEREAS, TEC, by virtue of its Charter, is authorized, empowered and by Florida law is obligated to furnish electricity and power to persons, firms and corporations within its service area and presently furnishes electricity and power to Customers in all of Hillsborough and in areas of Pinellas, Pasco, Polk Counties, Florida; and

Section 0.3 WHEREAS, WREC, by virtue of its Charter, is authorized, empowered and by Florida law is obligated to furnish electricity and power to persons, firms and corporations within its service area and presently furnishes electricity and power to Customers in Pinellas and Pasco Counties in Florida and elsewhere; and

Section 0.4 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places, and the parties have entered into an approved territorial agreement dated June 18, 1974 in an effort to minimize costs to the general body of their ratepayers by avoiding duplication of generation, transmission and distribution facilities and have thereby avoided such duplication; and

Section 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest, and has approved the aforesaid territorial agreement on September 16, 1974 in Docket No. 74485-EU by Order No. 6281; and

Section 0.6 WHEREAS, the parties hereto desire to continue to avoid and eliminate the circumstances giving rise to potential duplications and possible hazards and toward that end have established the Territorial Boundary Line to delineate their respective retail territorial service areas; and

Section 0.7 WHEREAS, the Florida Public Service Commission is empowered by the Legislature of the State of Florida, pursuant to Section 366.04(2)(d), Florida Statutes to approve and enforce territorial agreements and the Commission has recognized on numerous occasions the wisdom of retail territorial agreements between electric utilities and has held that retail territorial agreements, when properly presented to the Commission, in proper circumstances, are advisable and, indeed, in the public interest;

Section 0.8 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines which circumscribe areas on the maps and legal descriptions attached hereto as composite Exhibit "A" and which differentiate and divide the TEC Territorial Area from the WREC Territorial Area. None of the territory assigned to TEC shall be served by WREC and none of the territory assigned to WREC shall be served by TEC except as specifically provided herein or in a separate final order of the Florida Public Service Commission.

Section 1.2 TEC Territorial Area. As used herein, the term "TEC Territorial Area" shall mean the geographic area shown on composite Exhibit "A" and designated "TEC Territorial Area."

Section 1.3 WREC Territorial Area. As used herein, the term "WREC Territorial Area" shall mean the geographic area shown on composite Exhibit "A" and designated "WREC Territorial Area."

Section 1.4 Transmission Lines. As used herein, the term "Transmission Lines" shall mean all transmission lines of either Party having a rating of 69 kv or greater.

Section 1.5 Distribution Lines. As used herein, the term "Distribution Lines" shall mean all distribution lines of either Party having a rating up to, but not including, 69 kv.

Section 1.6 New Customers. As used herein, the term "New Customers" shall mean all retail electric consumers applying for service to either TEC or WREC after the effective date of this Agreement.

Section 1.7 Existing Customers. As used herein, the term "Existing Customers" shall mean all retail electric consumers receiving service on or before the effective date of this Agreement from either Party.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Territorial Questions

Section 2.1 Allocations. The TEC Territorial Area, as herein defined, will be assigned to TEC as its retail service area for the duration of this Agreement; and the WREC Territorial Area, as herein defined, will be assigned to WREC as its retail service area for the same period; and, except as otherwise specifically provided herein, neither Party shall sell electricity to any retail Customer where such electricity serves the retail Customer's end use facility and such facility is located within the other Party's service area.

Section 2.2 Service to New Customers. TEC and WREC agree that neither supplier will attempt to serve or knowingly serve any applicant whose end use facilities are located within the service territory of the other.

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Section 2.2 Service to New Customers. TEC and WREC agree that neither supplier will attempt to serve or knowingly serve any applicant whose end use facilities are located within the service territory of the other.

TEC and WREC recognize that in exceptional circumstances, economic constraints on either utility or good engineering practices may on occasion indicate that a Customer's end use temporarily cannot be served by the utility in whose service territory they are located. In such instances, upon written request by the utility in whose territory the end use facility is located, to the other utility, the other utility may tentatively agree in writing to provide service to such Customer's end use. Such agreements shall be submitted to the Florida Public Service Commission for approval in accordance with Article IV, Section 4.1 hereof.

In the event that a prospective applicant requests or applies for service from either supplier to be provided to end use facilities located in the territory reserved to the other supplier, then the supplier receiving such a request or application shall refer the prospective applicant or applicants to the other supplier, with citation to the Commission approved Territorial Agreement, and shall notify the other supplier of the request or application.

If the prospective applicant delivers a written application for service after being referred to the other utility, or continues to demand service under an application made prior to a referral to the other utility, the utility receiving the request shall file a Petition for Declaratory Statement requesting the Commission to apply the Territorial Agreement to the facts presented. The petitioning supplier shall notify the other supplier and the applicant of its intent to file a Petition for Declaratory Statement prior to filing the Petition and shall request the joinder of the other supplier as a necessary party with the filing of the Petition. The petitioning supplier shall not provide electric service or attempt to

provide electric service to the applicant unless the Commission authorizes the service in an order binding both suppliers.

Section 2.3 The parties wish to provide an orderly transition of electric service to a mining facility located near the boundary separating the service areas of WREC and Tampa Electric. This mining facility has been owned by Zephyr Rock and Lime, Inc., although the parties understand the facility has been acquired by Plaza Materials Corporation, in whose name service has been transferred. Tampa Electric is presently serving this facility, although the parties believe that service in the future to this utility would be more appropriately provided by WREC. Accordingly, the parties agree that, subject to the Commission's approval, Tampa Electric will continue serving this facility until July 1, 1992 on which date, WREC will provide electric service to such facility.

Section 2.4 Exchange of Facilities. Upon the effective date hereof each Party shall sell (at original cost less accumulated book depreciation at the time of the transfer) the distribution facilities used to serve Customers transferred in accordance with this Agreement.

Section 2.5 Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing bulk power supply to other electric utilities for resale purposes wheresoever such other electric utilities may be located. Further, no other provision of this Agreement shall be construed as applying to bulk power supply for resale.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain. Except as provided herein all generating plants, transmission lines, substations, distribution lines and related facilities now or hereafter constructed and/or used by either Party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in service to Customers in their respective service areas or in fulfilling the requirements of law shall be allowed to remain where situated and shall not be subject to removal or transfer hereunder; provided, however, that each Party shall operate and maintain said lines and facilities in such manner as to minimize any interference with the operations of the other Party. Nothing contained herein shall be construed to apply to the Parties' facilities or locations thereof except as such facilities relate to providing retail service to the Parties' Customers in their respective service territories.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission. The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither Party shall be bound hereunder until that approval has been obtained. Any proposed modifications to this Agreement shall be submitted to the Florida Public Service Commission for approval. The parties shall file an annual report to the Florida Public Service Commission on or before March 31 of each year beginning March 31, 1991 and

shall file such other information and reports as requested by the Commission from time to time. Such report shall provide the status of this Agreement and any modifications proposed in this Agreement. In addition the parties agree to jointly petition the Florida Public Service Commission to resolve any disputes concerning the provisions of this Agreement which the parties are unable to resolve.

Section 4.2 Liability in the Event of Disapproval. In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any cause of action against the other arising under this document or on account of such non-attainment of approval.

ARTICLE V

DURATION

Section 5.1 This Agreement shall remain in effect after the date of the Florida Public Service Commission's final Order approving this Agreement until further order of the Florida Public Service Commission.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation. It is hereby declared to be the purpose and intent of the parties that this Agreement shall be interpreted and construed, among other things, to eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which would otherwise result. The purpose of this Agreement, among other things, is to further this State's policy of supervising the planning, development, and maintenance of a coordinated electric power grid

throughout Florida; to avoid uneconomic duplication of generation transmission and distribution facilities; and to encourage the installation and maintenance of facilities necessary to fulfill the utilities' obligation to serve.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing and hereto attached and signed by both of the parties hereto and approved by the Florida Public Service Commission in accordance with Article IV, Section 4.1 hereof.

Section 7.2 Successors and Assigns. Nothing in this Agreement expressed or implied is intended, or shall be construed, to confer upon or give to any person or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement, or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding only upon, the parties hereto and their respective representatives, successors and assigns.

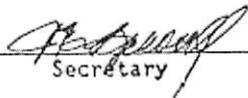
Section 7.3 Notices. Notices given hereunder shall be deemed to have been given to TEC if mailed by certified mail, postage prepaid, to: Vice President Customer Services/Marketing, Tampa Electric Company, Post

Office Box 111, Tampa, Florida 33601-0111; and to WREC if mailed by certified mail, postage prepaid, to: General Manager, Withlacoochee River Electric Cooperative, Inc., Post Office Box 278, Dade City, Florida 33525. Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 7.4 Duplicate Originals. This Agreement is being executed in duplicate and each counterpart constitutes an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

ATTEST:


Secretary

(SEAL)
ATTEST:

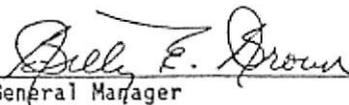

Assistant Secretary

(SEAL)

TAMPA ELECTRIC COMPANY

By 
Vice President Customer Services
Marketing

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE, INC.

By 
General Manager

Composite Exhibit "A"
to Territorial Agreement Between
Tampa Electric Company and
Withlacoochee River Electric Cooperative, Inc.

TAMPA ELECTRIC COMPANY

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<u>Document No.</u>	<u>Title</u>
1	Map of Overall Territorial Boundaries
2	Detailed Map of Green Swamp Area
3	Detailed Map of One Pasco Center and Cannon Ranch
4	Parcel Plan - Cannon Ranch
5	Boundary Survey - Cannon Ranch
6	Preliminary Plan Site Geometry - One Pasco Center
7	Overall Legal Description of Territorial Boundaries
8	Detailed Legal Description - One Pasco Center
9	Detailed Legal Description - Cannon Ranch
10	Detailed Legal Description - Green Swamp Area

PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN

TAMPA ELECTRIC COMPANY

AND

WITHLACOCOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Leo, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

Begin at the northwest corner of the northeast 1/4 of Section 16, T25S, R20E; thence east along the north boundary of said Section 16, to a point 1008.27 feet west of the northeast corner of said Section 16; and the point of beginning where the territorial boundary goes through the proposed Cannon Ranch Development according to the Master Development Phasing Plan, prepared by Florida Technical Services, Inc. and Ekistics Design Studio, February 2, 1988, revised May 31, 1989 - project number 020186.2; thence north 109.97 feet to a point in the southeast 1/4 of Section 9, T25S, R20E, being 1008.27 feet west and 109.97 feet north of the southeast corner of said Section 9; thence east 410.60 feet to a point 597.67 feet west and 109.97 feet north of the southeast corner of said Section 9; thence north 1222.99 feet to a point 1320.26 feet north and 599.85 feet west of the southeast corner of said Section 9; thence northeast 1131.51 feet to a point on the east boundary of said Section 9 being 2279.67 feet north of the southeast corner of said Section 9; thence east 1368.00 feet to the east boundary of the west 1/4 of Section 10, T25S, R20E, being 2279.53 feet north of the southeast corner of said west 1/4 of Section 10; thence southeast 1080.62 feet to the westerly right of way line of the main proposed collector road, being 1632.41 feet north and 865.43 feet east of the southeast corner of said west 1/4 of Section 10; thence southeasterly along the westerly right of way line of said proposed collector road to the point of tangency, being 531.70 feet east and 310.69 feet north of the southwest corner of the east 1/2 of said Section 10; thence southwest 1938.32 feet to a point in the west 1/2 of Section 15, T25S, R20E, being 1459.97 feet south and 1118.45 feet east of the northeast corner of the west 1/4 of said Section 15; thence east 1597.22 feet to a point of 1361.78 feet north and 1426.67 feet west of the southeast corner of the north 1/2 of said Section 15; thence southeast 1077.79 feet to the easterly right of way line of the proposed southeast spur of the collector road, being 616.86 feet north and 647.75 feet west of the southeast corner of the north 1/2 of said Section 15; thence northeasterly along the easterly right of way line of said proposed southeast spur of the collector road to a point in the west 1/2 of Section 14, T25S, R20E, being 907.86 feet east and 1333.13 feet north of the southwest corner of the north 1/2 of said Section 14; thence southeast 986.35 feet to a point 662.06 feet north and 1630.74 feet east of the southwest corner of the north 1/2 of said Section 14, thence east 1049.18 feet to the westerly right of way line of State Road 577, being 662.06 feet north and 2679.92 feet east of the southwest corner of the north 1/2 of said Section 14; thence northeasterly along the westerly right of way of said State Road 577 to a point on the east boundary of the west 1/2 of the east 1/2 of said Section 14, being 1626.89 feet south of the northeast corner of said west 1/2 of the east 1/2 of said Section 14, and the point of termination through said Cannon Ranch Development; thence south to the southeast corner of the west 1/2 of the east 1/2 of said Section 14; thence east along the south boundaries of Sections 14, 13, T25S, R20E, and Section 18, T25S, R21E, to the southeast corner of said Section 18; thence south along the east boundary of Section 19, T25S, R21E, to the northwest corner of section 29, T25S, R21E; thence east along the north boundary of said section 29 to the northwest corner of the east 1/2 of the northwest 1/4 of the northeast 1/4 of said section 29; thence south to the southwest corner of the east 1/2 of the northwest 1/4 of the northeast 1/4 of said section 29, and the south boundary of the north 1/2 of the northeast 1/4 of said section 29; thence east along the south boundary of the north 1/2 of the northeast 1/4 of said section 29 to the

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west boundary of section 28, T25S, R21E; thence north along the west boundary of said section 28 to the southwest corner of section 21, T25S, R21E; thence east along the south boundaries of Sections 21, 22 and 23, T25S, R21E to the southeast corner of said Section 23; thence north along the east boundary of said Section 23, to the northeast corner of said Section 23; thence east along the north boundary of Section 24, T25S, R21E, and the north boundary of Section 19, T25S, R22E, to the easterly right of way line of the Seaboard Coastline Railroad; thence northwesterly along said railroad easterly right of way line to the north boundary of Section 13, T25S, R21E; thence east along the north boundary of said Section 13 and the north boundary of Section 18, T25S, R22E, to the northeast corner of said Section 18; thence north along the east boundaries of Sections 7 and 6, T25S, R22E, and the east boundaries of Sections 31 and 30, T24S, R22E, to the point of intersection with the Withlacoochee River and the east boundary of said Section 30; thence westerly and northerly along the Withlacoochee River to the east boundary of Section 1, T24S, R21E; thence north along the east boundary of said Section 1 to the northeast corner of said Section 1; thence west along the north boundary of Sections 1 and 2, T24S, R21E, to the westerly right of way line of the old Atlantic Coastline Railroad; thence southerly along said westerly right of way line to the south boundary of the north 1/2 of said Section 2, T24S, R21E; thence west along said south boundary to the westerly right of way line of the old Seaboard Railroad in Section 3, T24S, R21E; thence north along said westerly right of way line to the north boundary of said Section 3; thence west along the north boundary of Sections 3 and 4, T24S, R21E, to the northwest corner of said Section 4; thence north along the east boundaries of Sections 32 and 29, T23S, R21E, to the northeast corner of the south 1/4 of said Section 29; thence west along said south 1/4 section line of Sections 29 and 30, T23S, R21E, to the Pasco-Hernando County line; thence south along said county line to the north boundary of Section 1, T24S, R20E; thence west along said north boundary to the northeast corner of the west 1/4 of said Section 1; thence south along the east boundary of said west 1/4, to the south boundary of said Section 1; thence west along the south boundaries of Sections 1 and 2, T24S, R20E, to the northwest corner of the east 1/2 of Section 11, T24S, R20E; thence south along the west boundary of the east 1/2 of said Section 11, to the south boundary of said Section 11; thence west along the south boundaries of Sections 11 and 10, T24S, R20E, to the southwest corner of said Section 10, thence south along the west boundaries of Sections 15, 22 and 27, T24S, R20E; to the southwest corner of said Section 27; thence east along the south boundary of said Section 27, to the west boundary of the east 1/4 of Section 34, T24S, R20E; thence south along said west boundaries of the east 1/4 of said Section 34, T24S, R20E, and Section 3, T25S, R20E, to the southerly right of way of the old Atlantic Coastline Railroad; thence southwesterly along said railroad right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E; thence south along the west boundary of the east 1/2 of said Section 9 to the southerly right of way line of the former Seaboard Coastline Railroad and the northerly boundary of ONE PASCO CENTER-PHASE 1 as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence northerly along said ONE PASCO CENTER-PHASE 1 development's north boundary to the northeasterly corner of proposed parcel 38-PHASE 3, according to the preliminary plan site geometry as prepared by Proctor and Redfern (formerly Housal & Associates) - Project Number 850901; being N 72° 18' 46" E a distance of 453.89 feet from the Point of Beginning for said ONE PASCO CENTER-PHASE 1 as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence southerly along the easterly boundary of said proposed parcel 38, to the northeasterly corner of parcel 7 of said ONE PASCO CENTER-PHASE 1; thence southerly along the easterly boundaries of parcels 7, 6, 5, 4, 3, 2 and the southerly extension of the east boundary of parcel 1 of said ONE PASCO CENTER-PHASE 1, to the northerly right of way line of State Road 52; thence westerly along said right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E; thence south to the northwest corner of the northeast 1/4 of Section 16, T25S, R20E, also being the Point of Beginning.

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2. Hillsborough County and Polk County Area

Commence at the northwest corner of Section 6, T27S, R17E, which is the Pasco - Hillsborough County line; thence east along the north line of Sections 6, 5 and 4; to the northeast corner of Section 4, T27S, R17E; thence north along the west section line of Section 34 to the northwest corner of Section 34, T26S, R17E; thence east along the north line of Sections 34 and 35, T26S, R17E to the northeast corner of Section 35, thence south along the east line of Section 35 to the north line of the south 1/2 of the south 1/2 of Section 36, Township 26 South, Range 17 East, thence east along the north line of the south 1/2 of the south 1/2 of Section 36 to the east line of Section 36, thence south along the east line of Section 36 to the south county line of Pasco County, thence east along the south county line of Pasco County, to the southwest corner of Section 35, Township 26 South, Range 19 East, thence north along the west line of Section 35 to the northwest corner of this section, thence east from the northwest corner of this section to the northeast corner of Section 34, - Township 26 South, Range 21 East, thence south along the east boundary of Section 34, Township 26 South, Range 21 East to the south county line of Pasco County, thence east along the south county line of Pasco County to the southeast corner of Section 36, Township 26 South, Range 21 East, thence north along the east boundaries of Section 36 and Section 25, Township 26 South, Range 21 East to a point where the Hillsborough River intersects the east boundary line of Section 25, Township 26 South, Range 21 East, thence northeasterly along the Hillsborough River to the Pasco-Polk County line, thence south along the east county line of Pasco County to the Seaboard Coastline Railroad, thence southeasterly along this railroad to the north county line of Hillsborough County; thence east to the Hillsborough-Polk County line. Continue at the SW corner of Section 31, T26S, R23E; thence north along the west boundaries of Sections 31 and 30, T26S, R23E to the NW corner of the south half of the north half of Section 30, T26S, R23E; thence east along the north boundary of said south half of the north half to the east boundary of said Section 30; thence continue east along the north boundary of the south half of the north half of Section 29, T26S, R23E, to the east boundary of the west half of said Section 29; thence north along said east boundary to the north boundary of said Section 29; thence continue north along the west boundary of the east half of Section 20, T26S, R23E, to the north boundary of the south half of said Section 20; thence east along said north boundary to the east boundary of said Section 20; thence continue east along the north boundary of the south half of Section 21, T26S, R23E, to the intersection with the centerline of Sherrouse Road; thence easterly along the centerline of said road to another intersection with the north boundary of the south half of Section 21, T26S, R23E; thence east along said north boundary to a point 769.80 feet west of the intersection of said north boundary and the westerly right-of-way U.S. Highway 98 (SR 700 & 35) and make a turn to the right and run southeasterly on a line parallel with and 553.84 feet from the said westerly right-of-way of U.S. Highway 98 to the south boundary of said Section 21; thence east along south boundary to the east boundary of said Section 21; thence continue east along the south boundary of Section 22, T26S, R23E to the east boundary of the west half of the west half of said Section 22; thence north along said east boundary 2616.65 feet; thence east and parallel to the north boundary of the south half of said Section 22, to the east boundary of said Section 22; thence north along said east boundary to the north boundary thereof; thence continue north along the east boundary of Sections 15, 10, and 3, all in T26S, R23E to the NW corner of Section 2, T26S, R23E; thence west along said south boundary of Section 34, T25S, R23E to the southwest corner of Section 34, T25S, R23E; thence north along the west boundaries of Sections 34, 27, 22, 15, and 10, T25S, R23E to the center line of the Withlacoochee River and the Polk - Sumter County line and the Point of Termination.

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PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN
TAMPA ELECTRIC COMPANY
AND
WITHLACOCOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Leo, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

ONE PASCO CENTER-PHASE 1 DEVELOPMENT

Commence at the northwest corner of the east 1/2 of Section 9, T25S, R20E; thence south along the west boundary of the east 1/2 of said Section 9 to the southerly right of way line of the former Seaboard Coastline Railroad for the point of beginning where the territorial boundary goes through ONE PASCO CENTER-PHASE 1 development as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence northeasterly along said ONE PASCO CENTER-PHASE 1 development's north boundary to the northeasterly corner of proposed parcel 3E-PHASE 3, according to the preliminary plan site geometry as prepared by Proctor and Redfern (formerly Housel & Associates) - Project Number 850901; being N 72° 18' 46" E a distance of 453.89 feet from the Point of Beginning for said ONE PASCO CENTER-PHASE 1 as recorded in Plat book 25, pages 28-31 of the Pasco County Public Records; thence southerly along the easterly boundary of said proposed parcel 38, to the northeasterly corner of parcel 7 of said ONE PASCO CENTER-PHASE 1; thence southerly along the easterly boundaries of parcels 7, 6, 5, 4, 3, 2 and the southerly extension of the east boundary of parcel 1 of said ONE PASCO CENTER-PHASE 1, to the northerly right of way line of State Road 52; thence westerly along said right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E and the point of termination.

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PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN
TAMPA ELECTRIC COMPANY
AND
WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Leo, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

CANNON RANCH DEVELOPMENT

Commence at the northwest corner of the northeast 1/4 of Section 16, T25S, R20E; thence east along the north boundary of said Section 16, to a point 1008.27 feet west of the northeast corner of said Section 16; and the point of beginning where the territorial boundary goes through the proposed Cannon Ranch Development according to the Master Development Phasing Plan, prepared by Florida Technical Services, Inc. and Ekistics Design Studio, February 2, 1988, revised May 31, 1989 - project number 020186.2; thence north 109.97 feet to a point in the southeast 1/4 of Section 9, T25S, R20E, being 1008.27 feet west and 109.97 feet north of the southeast corner of said Section 9; thence east 410.60 feet to a point 597.67 feet west and 109.97 feet north of the southeast corner of said Section 9; thence north 1222.99 feet to a point 1320.26 feet north and 599.85 feet west of the southeast corner of said Section 9; thence northeast 1131.51 feet to a point on the east boundary of said Section 9 being 2279.67 feet north of the southeast corner of said Section 9; thence east 1368.00 feet to the east boundary of the west 1/4 of Section 10, T25S, R20E, being 2279.53 feet north of the southeast corner of said west 1/4 of Section 10; thence southeast 1080.62 feet to the westerly right of way line of the main proposed collector road, being 1632.41 feet north and 865.43 feet east of the southeast corner of said west 1/4 of Section 10; thence southeasterly along the westerly right of way line of said proposed collector road to the point of tangency, being 531.70 feet east and 310.69 feet north of the southwest corner of the east 1/2 of said Section 10; thence southwest 1938.32 feet to a point in the west 1/2 of Section 15, T25S, R20E, being 1459.97 feet south and 1118.45 feet east of the northeast corner of the west 1/4 of said Section 15; thence east 1597.22 feet to a point 1361.78 feet north and 1426.67 feet west of the southeast corner of the north 1/2 of said Section 15; thence southeast 1077.79 feet to the easterly right of way line of the proposed southeast spur of the collector road, being 616.86 feet north and 647.75 feet west of the southeast corner of the north 1/2 of said Section 15; thence northeasterly along the easterly right of way line of said proposed southeast spur of the collector road to a point in the west 1/2 of Section 14, T25S, R20E, being 907.86 feet east and 1333.13 feet north of the southwest corner of the north 1/2 of said Section 14; thence southeast 986.35 feet to a point 662.06 feet north and 1630.74 feet east of the southwest corner of the north 1/2 of said Section 14, thence east 1049.18 feet to the westerly right of way line of State Road 577, being 662.06 feet north and 2679.92 feet east of the southwest corner of the north 1/2 of said Section 14; thence northeasterly along the westerly right of way of said State Road 577 to a point on the east boundary of the west 1/2 of the east 1/2 of said Section 14, being 1626.89 feet south of the northeast corner of said west 1/2 of the east 1/2 of said Section 14, and the point of termination through said Cannon Ranch Development.

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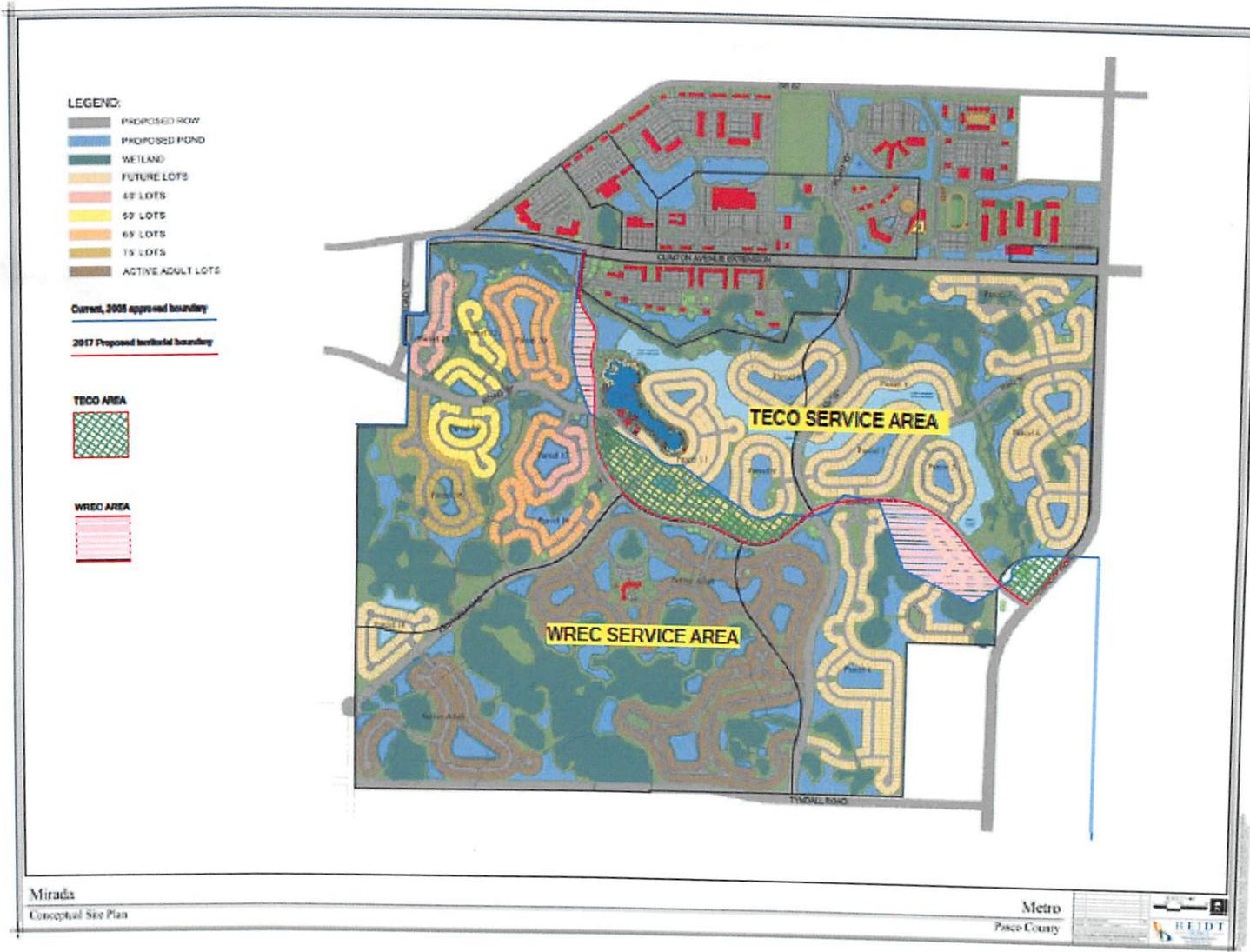
PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN
TAMPA ELECTRIC COMPANY
AND
WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Folk County Area

Begin at the SW corner of Section 31, T26S, R23E; thence north along the west boundaries of Sections 31 and 30, T26S, R23E to the NW corner of the south half of the north half of Section 30, T26S, R23E; thence east along the north boundary of said south half of the north half to the east boundary of said Section 30; thence continue east along the north boundary of the south half of the north half of Section 29, T26S, R23E, to the east boundary of the west half of said Section 29; thence north along said east boundary to the north boundary of said Section 29; thence continue north along the west boundary of the east half of Section 20, T26S, R23E, to the north boundary of the south half of said Section 20; thence east along said north boundary to the east boundary of said Section 20; thence continue east along the north boundary of the south half of Section 21, T26S, R23E, to the intersection with the centerline of Sherrouse Road; thence easterly along the centerline of said road to another intersection with the north boundary of the south half of Section 21, T26S, R23E; thence east along said north boundary to a point 769.80 feet west of the intersection of said north boundary and the westerly right-of-way U.S. Highway 98 (SR 700 & 35) and make a turn to the right and run southeasterly on a line parallel with and 553.84 feet from the said westerly right-of-way of U.S. Highway 98 to the south boundary of said Section 21; thence east along south boundary to the east boundary of said Section 21; thence continue east along the south boundary of Section 22, T26S, R23E to the east boundary of the west half of the west half of said Section 22; thence north along said east boundary 2616.65 feet; thence east and parallel to the north boundary of the south half of said Section 22, to the east boundary of said Section 22; thence north along said east boundary to the north boundary thereof; thence continue north along the east boundary of Sections 15, 10, and 3, all in T26S, R23E to the NW corner of Section 2, T26S, R23E; thence west along said south boundary of Section 34, T25S, R23E to the southwest corner of Section 34, T25S, R23E; thence north along the west boundaries of Sections 34, 27, 22, 15, and 10, T25S, R23E to the center line of the Withlacoochee River and the Folk - Sumter County line and the Point of Termination.

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TAMPA ELECTRIC COMPANY
 DOCKET: 170068-EU
 EXHIBIT D
 FILED: MAY 5, 2017