



JOHN T. BURNETT

Associate General Counsel Progress Energy Service Company, LLC COMMISSION CLERK OMMISSION CLERK

Ms. Blanca S. Bayó, Director Division of Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Joint Petition for approval of territorial amendment between Progress Energy Florida, Inc. and Peace River Electric Cooperative, Inc.; Docket No. <u>060277-EU</u>

March 23, 2006

Dear Ms. Bayó:

Pursuant to Rule 25-6.0439, F.A.C., enclosed for filing is an original and seven (7) copies of the joint petition for approval of an amendment to territorial agreement between Progress Energy Florida, Inc. ("PEF") and Peace River Electric Cooperative, Inc. ("PRECO").

If you should have any questions related to this matter, please feel free to call me at (727) 820-5184. Thank you for your assistance in this matter.

Very truly yours, . Barnett LMS John T. Burnett

JTB/lms Enclosures

> Progress Energy Florida, Inc. 106 E. College Avenue Suite 800 Tallahassee, FL 32301

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FOR - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition to Amend Territorial Agreement between Progress Energy Florida, Inc. and Peace River Electric Cooperative, Inc. Docket No .: 060277-EU

Submitted for filing:

March 23, 2006

JOINT PETITION

Progress Energy Florida, Inc. ("PEF") and Peace River Electric Cooperative, Inc. ("PRECO"), hereby submit this Joint Petition for approval of an amendment to the territorial agreement between PEF and PRECO that was approved by the Florida Public Service Commission ("the Commission") on December 12, 1994. In support of this Joint Petition, PEF and PRECO state as follows:

1. The joint petitioners are electric utilities organized under the laws of Florida and are subject to the regulatory jurisdiction of the Commission pursuant to Section 366.04(2), Florida Statutes. PEF's principal offices are located in St. Petersburg, Florida. PRECO's principal offices are located in Wauchula, Florida.

2. All pleadings, notices, and other communications in this matter should be served on the undersigned attorneys for PEF and PRECO.

3. PEF and PRECO are parties to a currently effective territorial agreement delineating their respective service territories. That agreement was approved by the Commission in Order No. PSC-94-1522-FOF-EU, issued December 12, 1994 in Docket No. 940376-EU.

4. In its order approving the aforementioned territorial agreement, the Commission took note of the fact that there are phosphate mining companies that operate within PRECO's service territory that have unique needs for electrical 0 2 6 4 6 MAR 23 % FPSC-COMMISSION CLERK

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service. Specifically, the Commission recognized that those customers have "unique service requirements" because they change their mining locations, and their commensurate need for electric service at those locations, once the natural resources at a mining site are depleted. Given these customers' "unique service requirements," PEF and PRECO agreed that PEF would continue to "serve the present and future electrical requirements" of those customers.

To best provide efficient retail electric service to all present phosphate 5. mining customers operating in PRECO's service territory and to avoid duplication of services and wasteful expenditures, as well as to best protect the public health and safety from potentially hazardous conditions, PEF and PRECO have further agreed that PEF should serve the present and future electrical requirements of all such mining customers now operating in PRECO's service territory, both at the transmission and distribution levels. To memorialize this agreement, PEF and PRECO have prepared proposed amendments to Section 1.9 and Section 2.4 of the now-effective territorial agreement between them. A complete proposed Amended Territorial Agreement, including revised maps of the service areas impacted by these amendments, is attached hereto as Exhibit A. Other than these proposed amendments dealing with the aforementioned special industrial customers, PEF and PRECO are not requesting any other amendments or changes . to the territorial agreement that the Commission approved in Order No. PSC-94-1522-FOF-EU. Furthermore, except as otherwise specifically provided for in the Amended Territorial Agreement, PRECO will continue to provide retail electric

service to all other customers in its service territory, and PEF's right to serve Special Industrial Customers shall not affect PRECO's right to serve such other customers.

6. The Commission long has recognized that properly constructed territorial agreements between adjacent utilities are in the public interest. The amendments requested by the parties in this Joint Petition will allow for the provision of efficient retail electric service to phosphate mining customers operating in PRECO's service territory and will avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions.

WHEREFORE, PEF and PRECO respectfully request that the Commission grant this Joint Petition and approve the Amended Territorial Agreement attached hereto as Exhibit A.

Respectfully submitted,

John T. Burnett Associate General Counsel Progress Energy Service Company, LLC Post Office Box 14042 St. Petersburg, Florida 33733-4042 Telephone: 727-820-5184 Facsimile: 727-820-5249

Attorney for Progress Energy Florida, Inc.

Andrew B. Jackson Florida Bar No. 0038826 150 North Commerce Ave Sebring, Florida 33870 Telephone: 863-382-3686 Facsimile: 863-382-1509

Attorney for Peace River Electric Cooperative, Inc. Territorial Agreement Between Progress Energy Florida, Inc. And Peace River Electric Cooperative, Inc. Polk, Hardee, Highlands, Manatee, and Osceola Counties

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AGREEMENT

Section 0.1: THIS AGREEMENT, made and entered into this ______th day of ______, 2006 by and between Progress Energy Florida, Inc., (herein called "PEF"), and Peace River Electric Cooperative, Inc. (herein called "PRECO"), each of which are corporations organized and existing under the laws of the State of Florida and electrical utilities as defined in, and whose retail service territories are subject to regulation pursuant to Chapter 366, Florida Statutes and which corporations are herein collectively called the "Parties";

WITNESSETH:

Section 0.2: WHEREAS, PRECO, by virtue of Chapter 425, Florida Statutes, and the Charter issued to it there under, is authorized and empowered to furnish electricity and power to its members, governmental agencies and political subdivisions, and to other persons, as defined by the laws of Florida, and pursuant to such authority, presently, furnishes electricity and power to members and customers; and

Section 0.3: WHEREAS, PEF is authorized, empowered and obligated by PEF's corporate charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such services within PEF's areas of service; and

Section 0.4: WHEREAS, each of the Parties presently furnishes retail electrical service to customers in areas of Polk, Hardee, Highlands, Manatee, and Osceola Counties of Florida; and

Section 0.5: WHEREAS, PRECO furnishes retail electrical service to customers in areas of DeSoto County and PEF recognizes PRECO's right to continue to serve these portions of DeSoto county within PRECO's approved service area; and

Section 0.6: WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties seek to minimize costs to their respective rate payers by avoiding duplication of generation, transmission and distribution facilities; and

Section 0.7: WHEREAS, the Florida Public Service Commission (herein called the "Commission"), has previously recognized that any such duplication of facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest; and

Section 0.8: WHEREAS, the Parties desire to continue to avoid and eliminate the circumstances giving rise to potential duplications of facilities and hazardous situations, and in furtherance of such desire have established Territorial Boundary Lines to delineate their respective retail Territorial Areas, subject to the approval of the Commission; and

Section 0.9: WHEREAS, the Commission empowered by Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and resolve territorial disputes between rural electric cooperatives and other electric utilities under its jurisdiction, has often recognized the wisdom of such territorial agreements, and held such agreements, when properly presented to the Commission are advisable in proper circumstances, and, indeed, in the public interest;

Section 0.10: NOW, THERFORE, in consideration of the premises of aforesaid and the mutual covenants and agreements herein set forth the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1: <u>Territorial Boundary Line</u>. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines which circumscribe the geographic areas

shown on the maps attached hereto as composite Exhibit "1", which differentiate and divide the PRECO Territorial Area from the PEF Territorial Area.

Section 1.2: <u>PRECO Territorial Area.</u> As used herein, the term PRECO Territorial Area" shall mean the geographic area shown on composite Exhibit "1" and designated "PRECO".

Section 1.3: <u>PEF Territorial Area.</u> As used herein, the term "PEF Territorial Area" shall mean the geographic area shown on composite Exhibit "1" as designated "PEF".

Section 1.4: <u>Transmission Line</u>. As used herein, the term "Transmission Line" shall mean any electric line of either party having a rating of 69kV or greater.

Section 1.5: Distribution Line. As used herein, the term "Distribution Line" shall mean any electric line of either party having a rating of up to, but not including 69 kV.

Section 1.6: <u>Person.</u> As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01 (3), Florida Statutes.

<u>Section 1.7.</u> <u>New Customer.</u> As used herein the term "New Customer" shall mean any person that applies to either PRECO or PEF for retail electric services after the effective date of this Agreement, other than a widow, widower, or divorced spouse of an Existing Customer who applies for service at the same location as that of the Existing Customer.

<u>Section 1.8.</u> Existing Customer. As used herein, the term "Existing Customer" shall mean any person receiving retail electric service from either PRECO or PEF on the effective date of this Agreement whose point of service is located in the territorial area of the other party as identified in Exhibit "2".

<u>Section 1.9</u> <u>Special Industrial Customers.</u> As used herein, the term "Special Industrial Customers" shall mean phosphate mining customers in PRECO's service territory.

Section 1.10. Change in Use. As used herein, the term "Change in Use" shall mean: (1) A change in the use of real property from residential to business or business to residential; (2) A change in the use of real property that would normally require a reclassification of service under the applicable tariff of either party; (3) A change in the use of real property which results in the installation of a new point of service; or (4) A change in the use of real property by reason of a change in the ownership or occupancy thereof to any person other than a widow, widower, or divorced spouse of an Existing. Customer who received electric service at the same location.

<u>Section 1.11.</u> End-Use. As used in this Agreement, the term "end-use" means the use of electricity energy by a customer at a geographic location where the electric energy is ultimately consumed.

<u>Section 1.12.</u> <u>End-Use Facilities.</u> As used in this Agreement, the term "end-use facilities" means those facilities at a geographic location where the electric energy used by a customer is ultimately consumed.

ARTICLE II AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1: <u>Territorial Allocations.</u> Except as otherwise specifically provided herein, during the term of this Agreement PRECO shall have the exclusive authority to furnish retail electric service for end use within the PRECO Territorial Area and PEF shall have the exclusive authority to furnish retail electric service for end use within the PEF Territorial area. Section 2.2: Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any new customer whose end-use facilities are located within the Territorial Area of the other party, except as specifically provided in this Section of this Agreement.

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The parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end-use facilities either cannot or should not be immediately served by the Party in whose Territorial Area the customer's end use facilities are located. In such instances, upon written request by the party in whose Territorial Area the end-use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer's enduse facility. In the event any such temporary service exceeds a period of one year, the Parties shall submit a list of said temporary services exceeding one year to the Florida Public Service Commission for approval in accordance with Article V, Section 5.1 hereof.

Subject to the exceptions for temporarily providing service provided for in the immediately preceding paragraph, in the event that a new customer or prospective new customer requests or applies for service from either party to be provided to end-use facilities located in the Territorial Area of the other party, the party receiving such a request or application shall refer the new customer or prospective new customer to the other party with citation to this Agreement as approved by the Commission, and shall notify the other party of such request or application.

Section 2.3: Elimination of Overlapping Services. Each party shall, subject to the provisions of this Section of the Agreement, continue to serve their respective Existing Customers even though the service location or the end use facilities of such Existing Customers are located in the Territorial Area of the other party on the date of the approval of this Agreement by the Commission. This Section of the Agreement shall also apply to additional requirements for electric service by Existing Customers at their existing locations, subject to the "Change in Use" limitations set forth in this Section of the Agreement. A widow, a widower or divorced spouse of an Existing Customer of either party listed on Exhibit "2" who remains at the same service location shall be considered an Existing Customer and included in the definition of "Existing Customer" in Section 1.8 above. If there is a "Change in Use", as defined in Section 1.10 above, of the real property at a location at which an Existing Customer receives service, the person receiving such services shall cease to be considered an Existing Customer and electric service at that location shall be provided by the party in whose Territorial Area the real property is located. The parties agree to use reasonable efforts to eliminate, during the term of this Agreement, electric services by either party in the retail service areas of the other party. This effort shall include the identification of potential customer and facilities transfers which would eliminate duplication of facilities or avoid hazardous conditions. Neither party shall be obligated to affect any such transfers, and any transfers would be subject to review and approval by the Florida Public Service Commission.

Section 2.4. Service to Special Industrial Customers. PEF provides retail electric service to a number of phosphate mining customers in PRECO's service territory. These customers have unique service requirements due to the nature of their businesses. In order to provide safe and efficient service to these customers and to avoid uneconomic duplication of service and facilities, the Parties have agreed that PEF will provide retail electric service to all present Special Industrial Customers in PRECO's service territory (attached as Exhibit "3"). Service to the Special Industrial Customers shall be limited to the electric requirements directly associated with the mining operations of these customers. PEF shall serve the electrical requirements of Special Industrial Customers currently operating in PRECO's service territory, along with their successors or assigns, at present locations and expansions of present locations. Except as otherwise specifically provided for in this Agreement, PRECO will continue to provide retail electric service to all other customers in its service territory, and PEF's right to serve Special Industrial Customers shall not affect PRECO's right to serve such other customers. Further, once the Special Industrial Customers currently operating in PRECO's service territory complete their mining operations, all rights to serve Special Industrial Customers will revert back to PRECO. Consistent with the provisions of Section 2.5 of this Agreement, any substations owned by PEF within PRECO's service territory that are used exclusively to serve Special Industrial Customers may be sold by PEF to PRECO for the replacement cost of such

facilities, less depreciation, once the Special Industrial Customers currently operating in PRECO's service territory complete their mining operations.

<u>Section 2.5.</u> <u>Transfer of Facilities.</u> Upon the transfer of any customer or customers pursuant to this Agreement, the transferring party may, if it desires, offer to sell and the receiving party may if it desires, purchase the distribution facilities of the transferring party previously used solely to serve the transferred customer or customers for the replacement cost of such facilities, less depreciation.

ARTICLE III <u>BULK POWER SUPPLY</u>

<u>Section 3.1:</u> <u>Bulk Power for Resale.</u> Nothing herein shall be construed to prevent either party from providing bulk power supply for resale purposes as defined in the Final Judgment dated August 19, 1971 in the <u>United States of America v. Florida</u> <u>Power Corporation and the Tampa Electric Company</u>, United States District Court for the Middle District of Florida, Case No. 68-297-Civ-T ("the Final Judgment"), regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the Final Judgment.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Except as expressly provided herein, a generating plant, transmission line, substation, distribution line or related facility now or hereafter constructed or used by either party in conjunction with its electric utility system, which is directly or indirectly used and useful in service to its customers by either of the parties, 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 all such

plants, lines, substations or facilities in such a matter as to minimize any interference with the operations of the other party.

Section 4.2: <u>PRECO Facilities to be served.</u> Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PRECO to serve any facility of PRECO located in the PEF Territorial Area; provided, however, that PRECO shall construct, operate, and maintain its lines and facilities in such a manner as to minimize any interference with the operations of PEF in the PEF Territorial area.

<u>Section 4.3:</u> <u>PEF Facilities to be served.</u> Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PEF to serve any facility of PEF located in the PRECO Territorial Area; provided, however, that PEF shall construct, operate and maintain its lines and facilities in such a manner as to minimize any interference with operations of PRECO in the PRECO Territorial Area.

ARTICLE V <u>PREREQUISITE APPROVAL</u>

Section 5.1: Commission Approval. The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of the provisions of this Agreement shall be an absolute prerequisite to the validity, enforceability, and applicability hereof. This Agreement shall have no affect whatsoever until that approval has been obtained, and the date of the Commission's Order, if any granting initial Commission Approval of this Agreement shall be deemed to be the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance of this Agreement.

Section 5.2: <u>No Liability in the Event of Disapproval.</u> In the event approval of this Agreement pursuant to Section 5.1 hereof is not obtained, neither party will have any cause of action against the other arising under this document or on account of such nonattainment of approval.

ARTICLE VI DURATION

Section 6.1. This Agreement shall continue and remain in effect for a period of twenty five (25) years from the date of the Florida Public Service Commission's initial Order approving this Agreement, and shall be automatically renewed for additional twenty five (25) year periods unless either party gives written notice to the other of its intent not to renew at least six (6) months prior to the expiration of any twenty five (25) year period; provided, however, that each such renewal of this Agreement shall require prerequisite approval of the Commission with the same effect as the original Commission approval of this Agreement as required and provided for Article V hereof.

ARTICLE VII CONSTRUCTION OFAGREEMENT

Section 7.1: 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 further this State's policy of approving territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction; to further the State's policy of actively regulating and supervising the service territories of electric utilities; and supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; and avoiding uneconomic duplication of transmission and distribution facilities.

ARTICLE VIII MISCELLANEOUS

Section 8.1: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or conditions agreed upon by the parties 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, attached hereto, signed by both of the parties and approved by the Commission in accordance with Article V, Section 5.1 hereof.

Section 8.2.: Successors and Assigns; for Benefit Only of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended, or shall be construed, to confer upon or give to any person other than the Parties hereto, or their respective successors or assigns, any right, remedy, or claim under or by reason of this Agreement, or any provision or condition hereof; and all provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of the Parties of their respective successors or assigns.

Section 8.3. Notices. Notices given hereunder shall be deemed to have been given to PRECO if mailed by certified mail, postage prepaid, to the General Manager/Chief Operating Officer, Peace River Electric Cooperative, Inc., 1499 Hwy 17 North, Wauchula, FL 33873, and to PEF if mailed by certified mail, postage prepaid to the Vice President, Regulatory and Customer Relations, Progress Energy Florida, Inc., 100 Central Avenue, Suite CX2D, St. Petersburg, FL 33701. The person or address to which such notice should be mailed may, at any time, be changed by designating a new person or address and giving notice thereof in writing in the manner herein provided.

IN WITNESS WHEREOF, the parties hereby 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:

PEACE RIVER ELECTRIC COOPERATIVE, INC.

nD BY EO GENERAL NAIGER MA Secretary

(SEAL)

ATTEST:

Progress Energy Florida, Inc.

BY:

Witness

V.P., Regulatory and Customer Relations

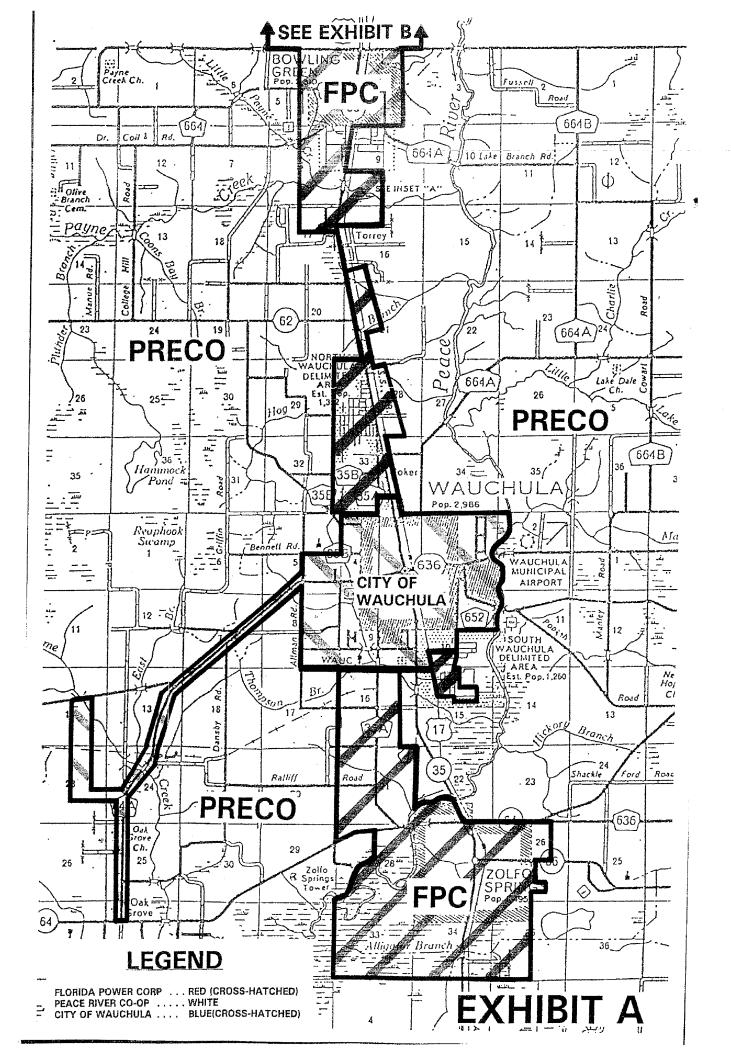
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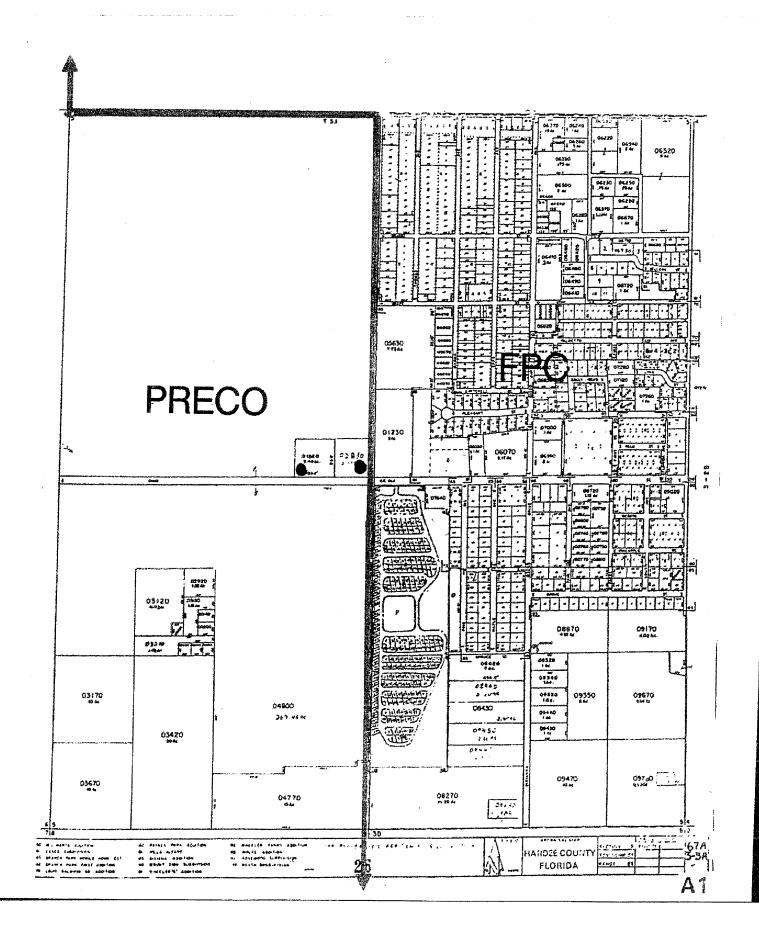
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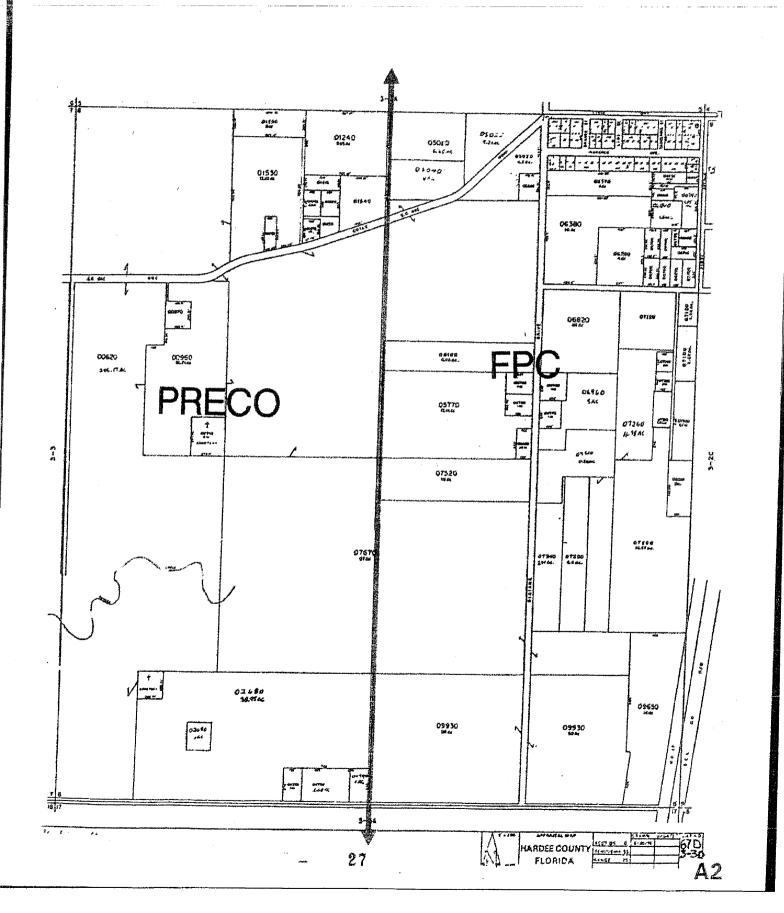
By: Andrew B. Jackson FBN 0038826 Legal Counsel (PRECO) By: Legal Counsel (PEF) FBN 173304

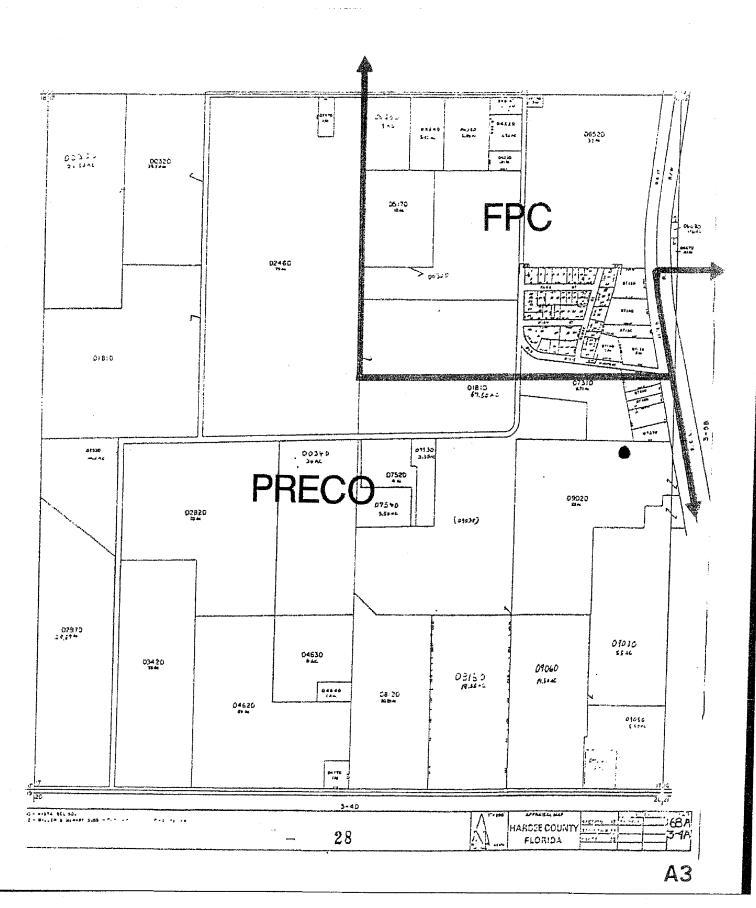
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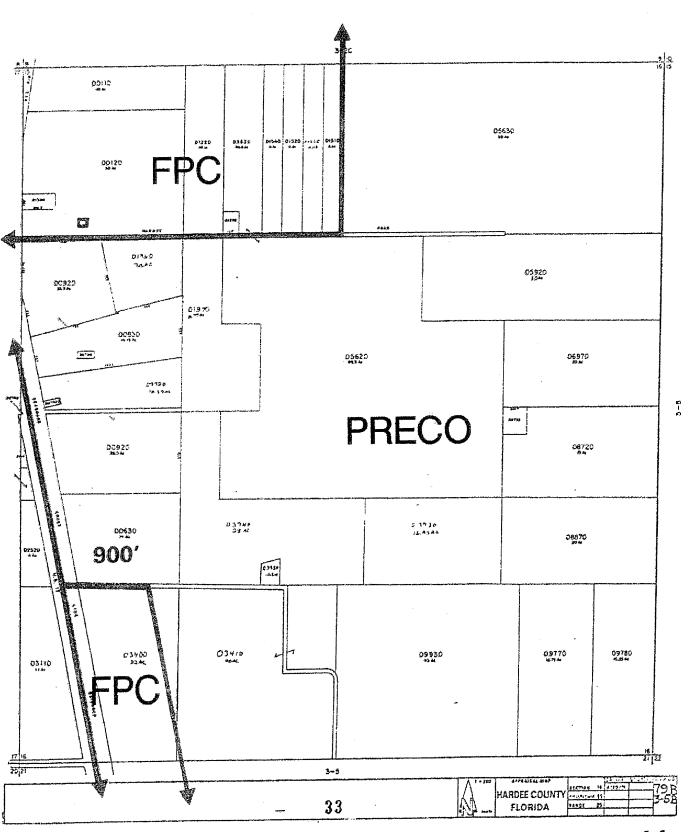
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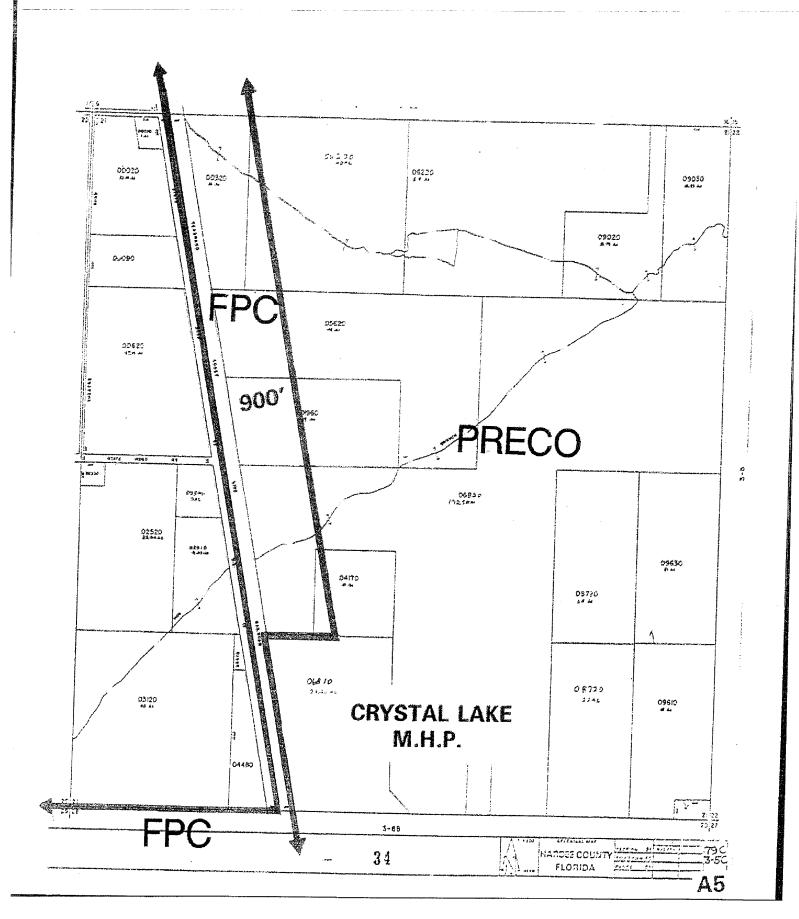




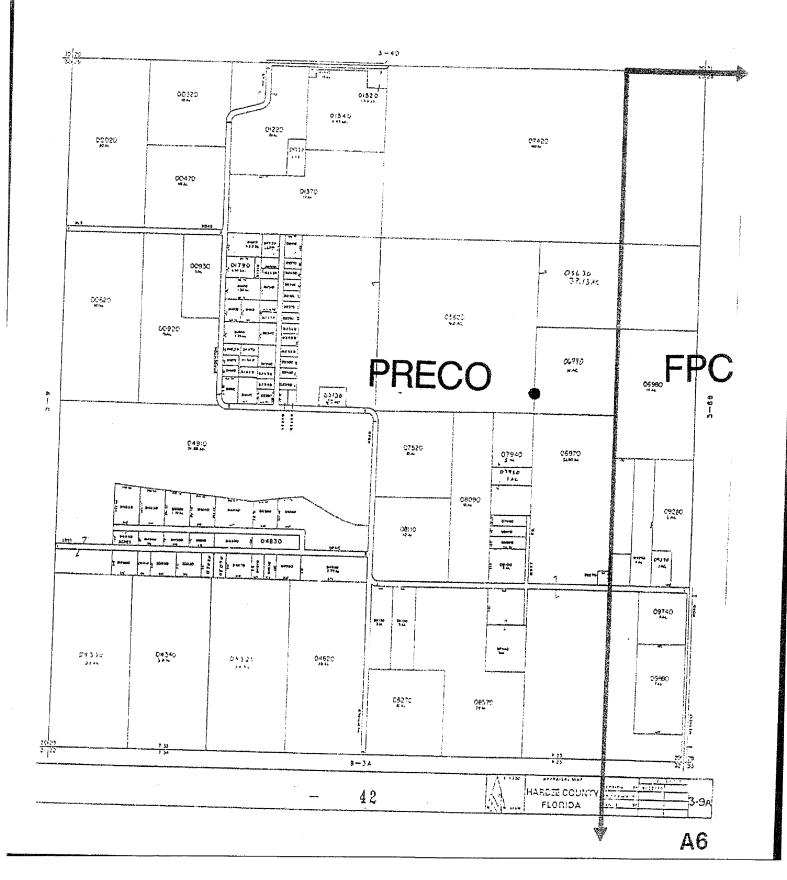




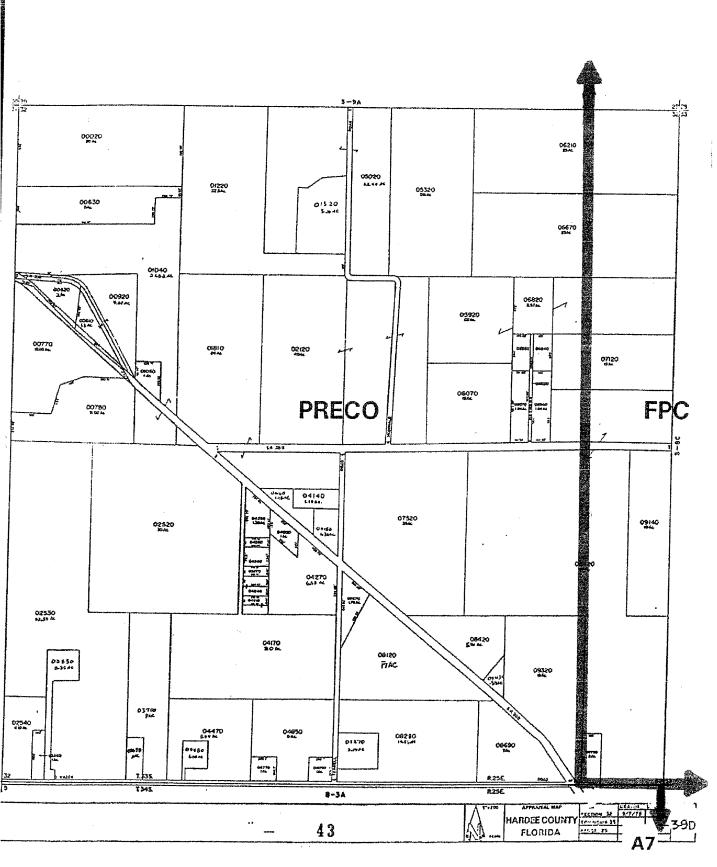
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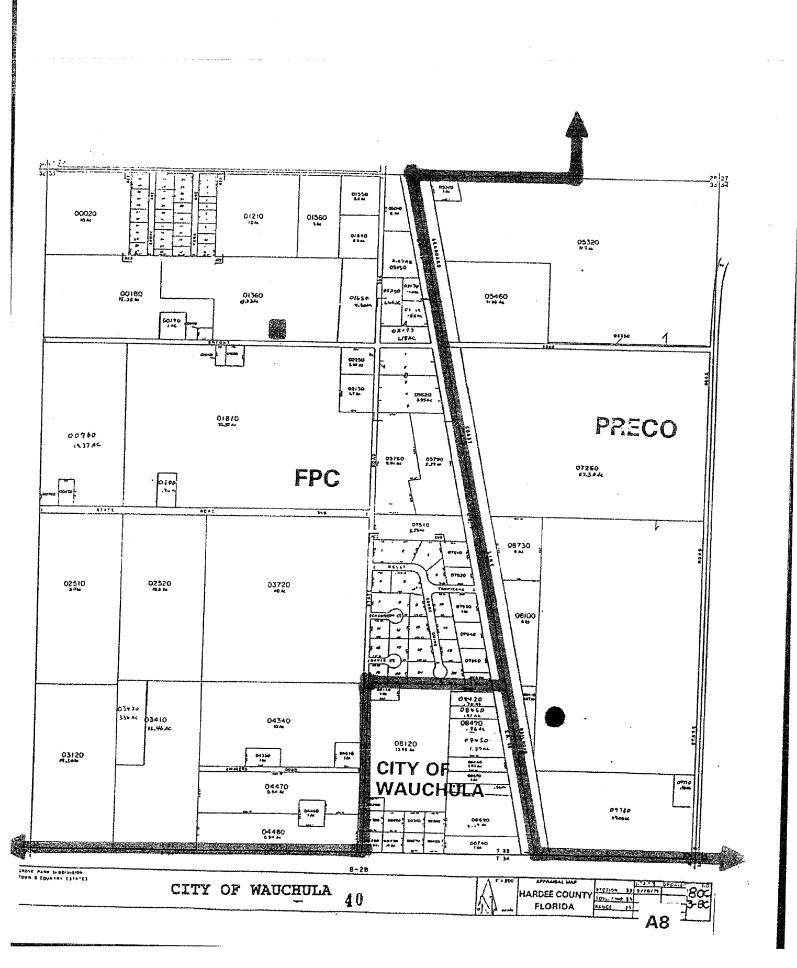


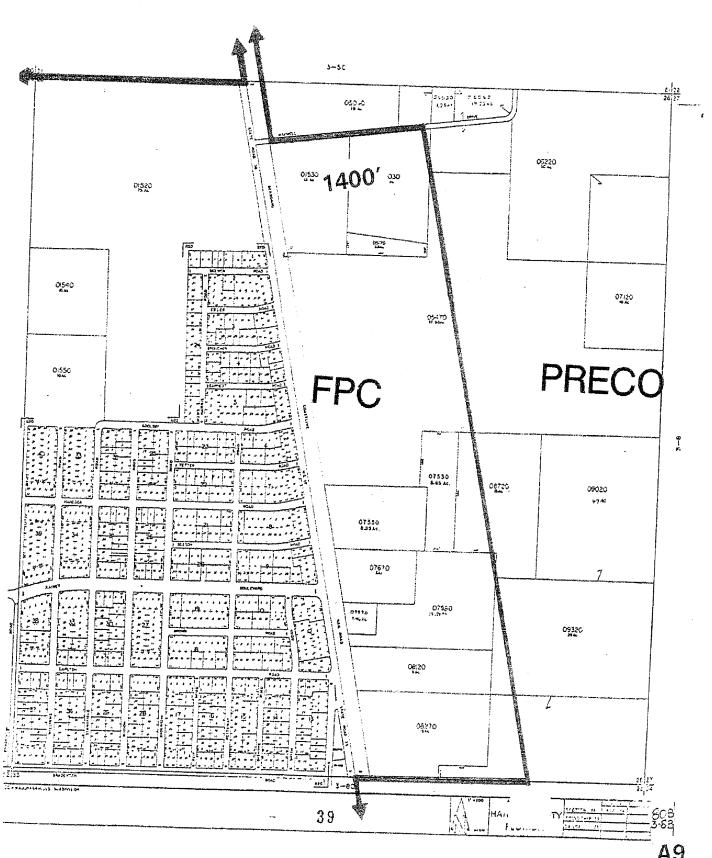
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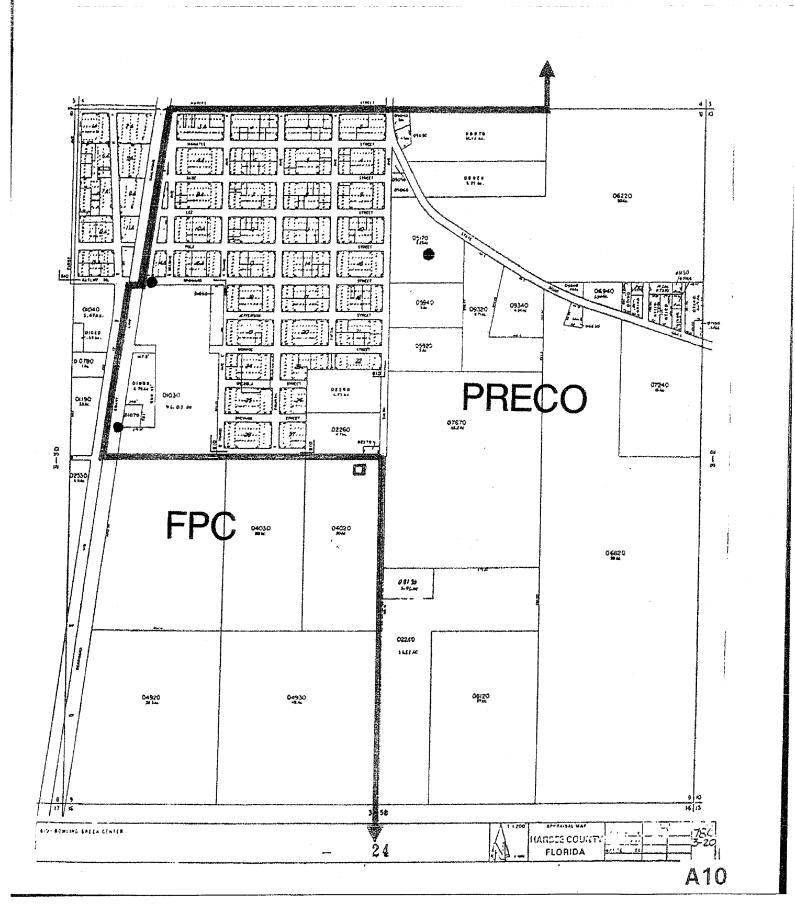
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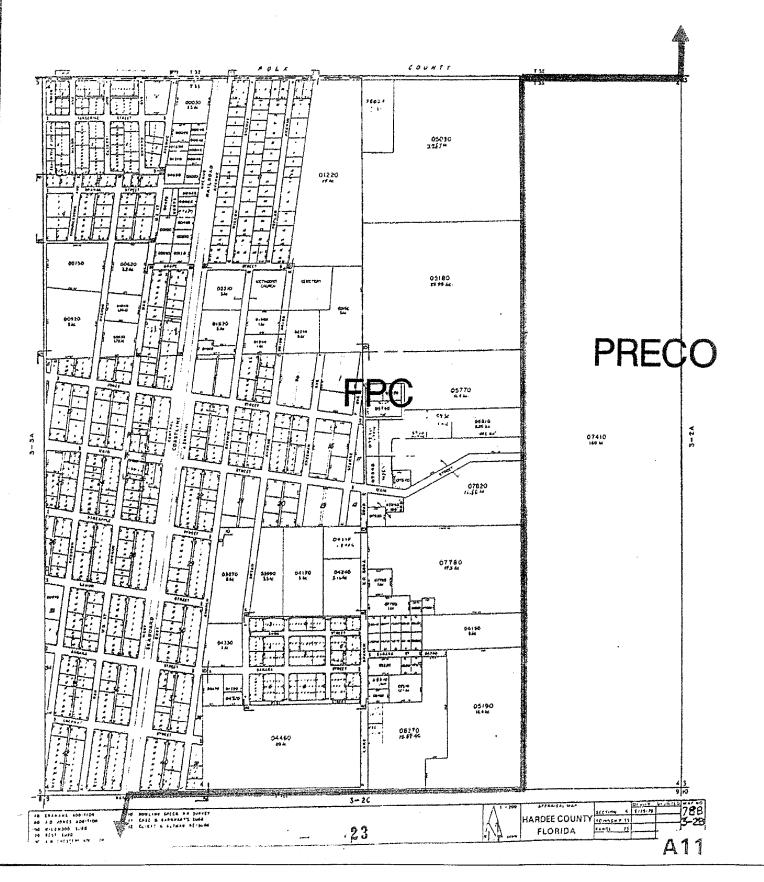




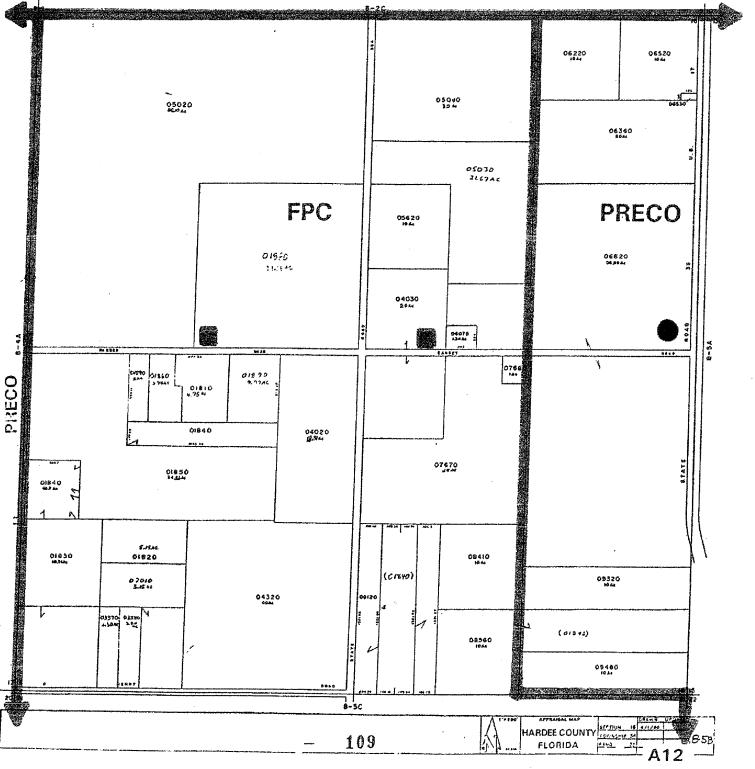


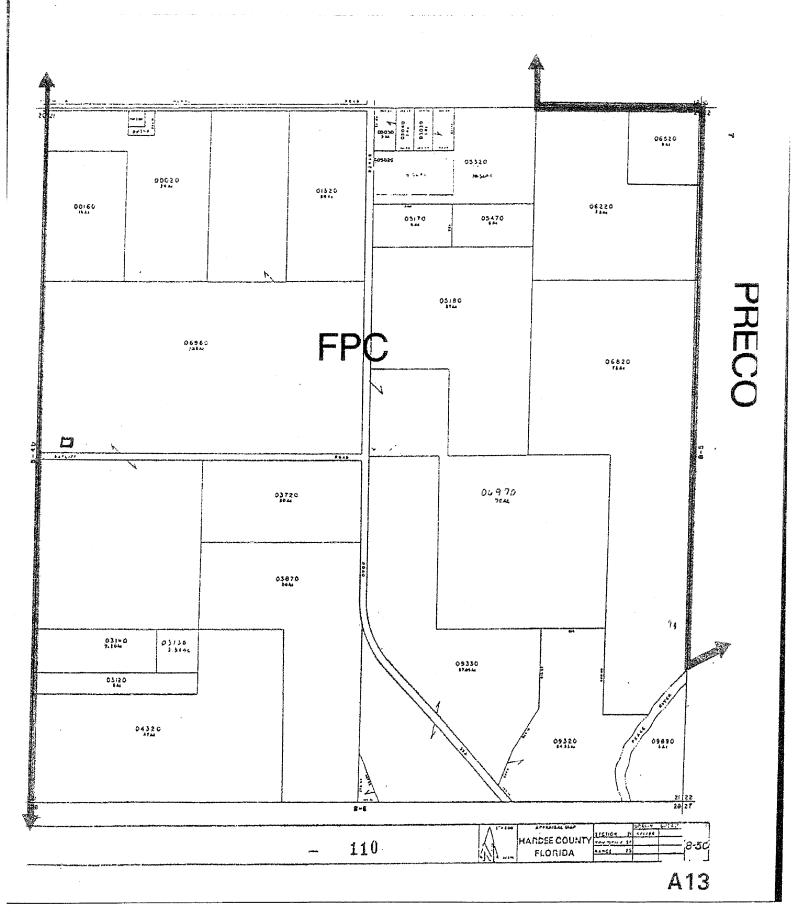
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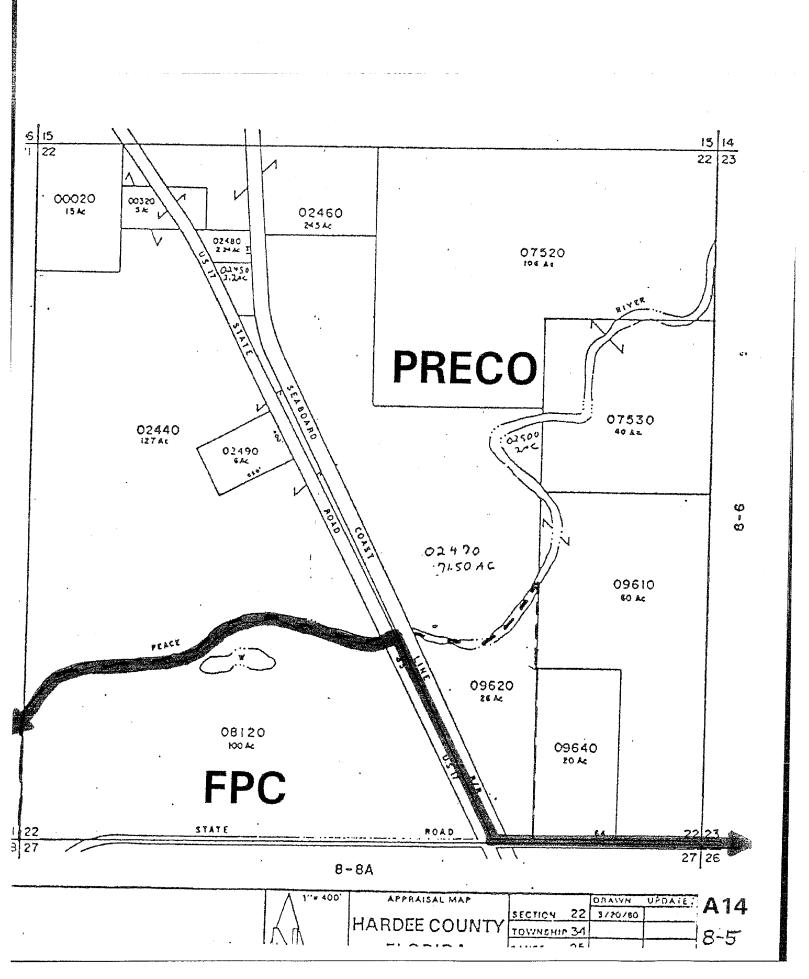


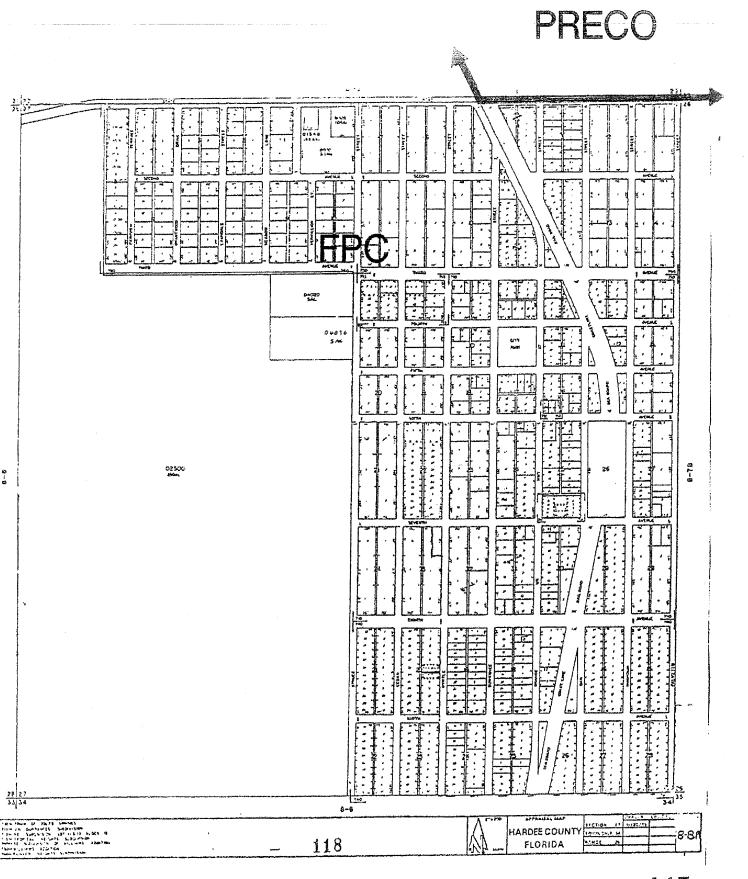
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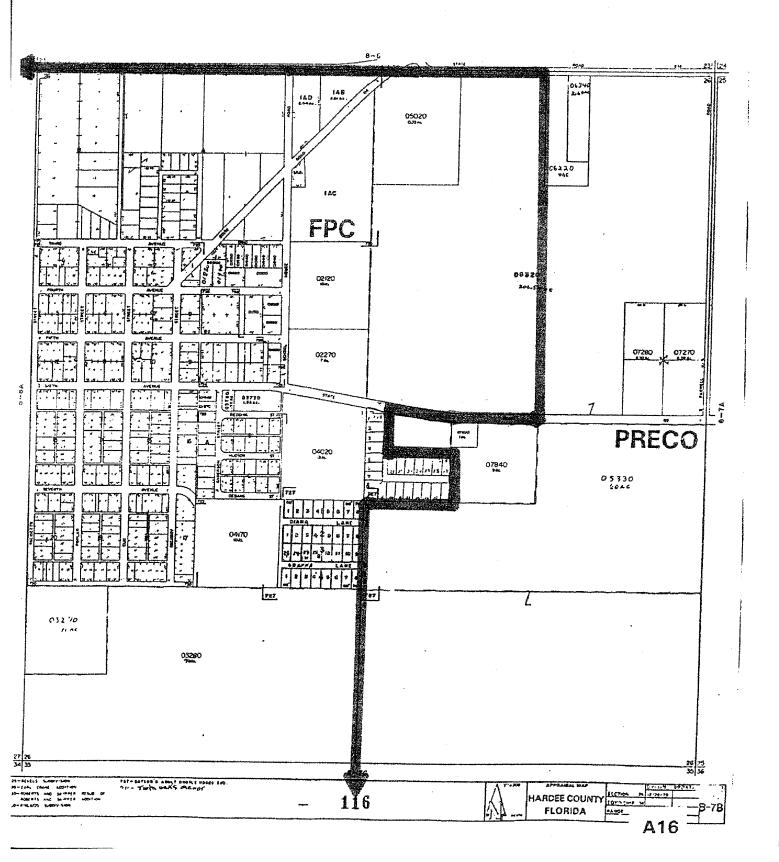


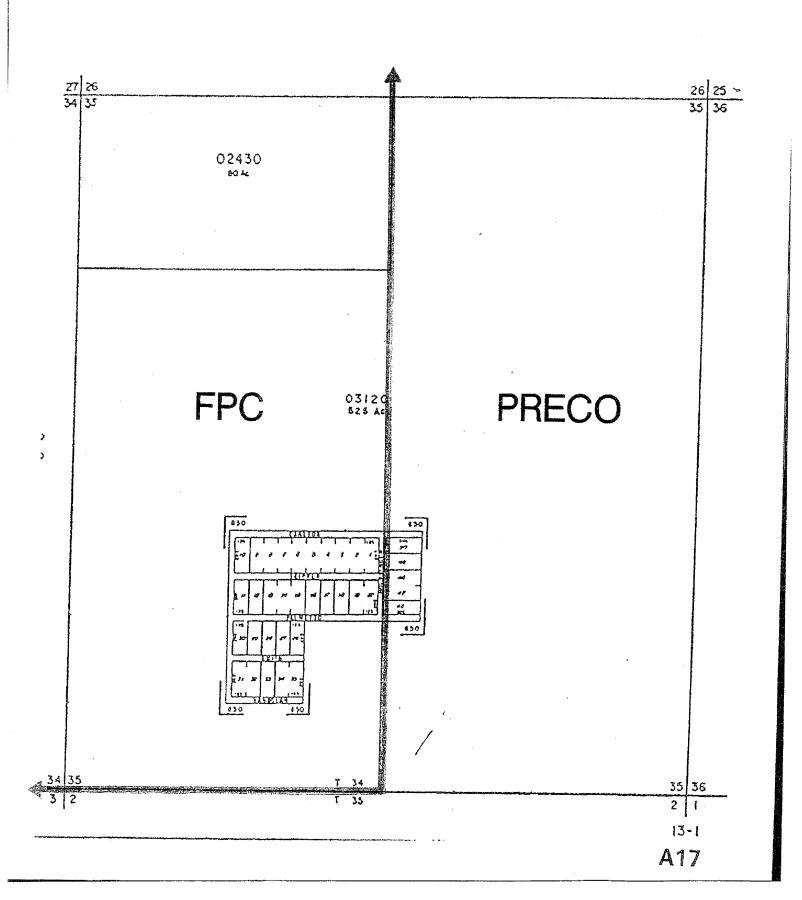
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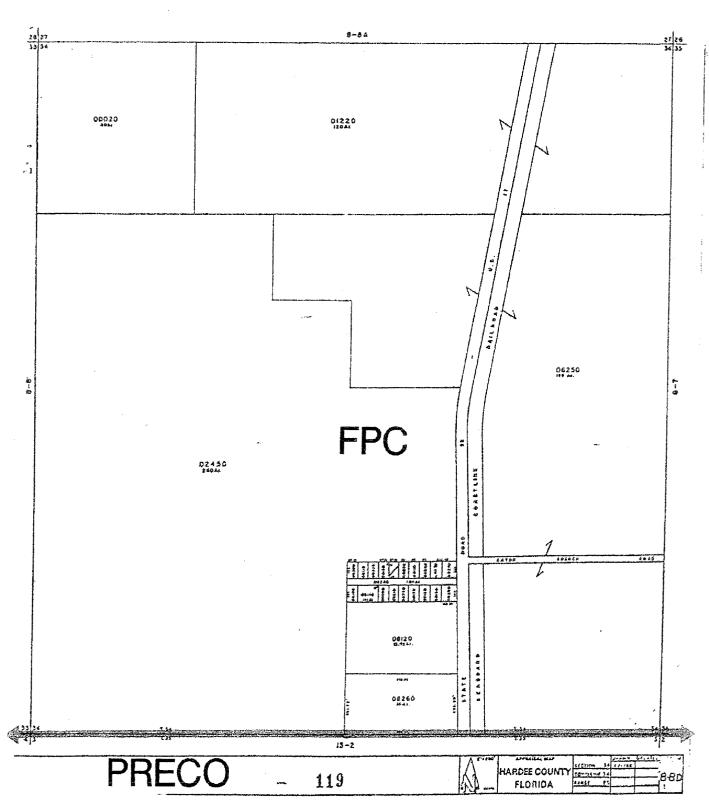




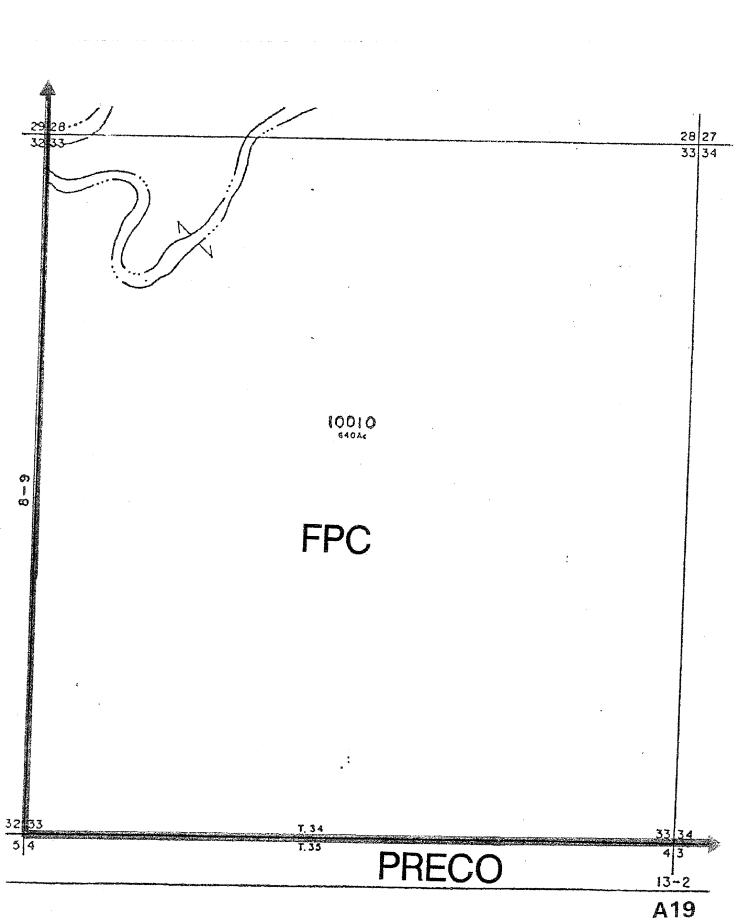
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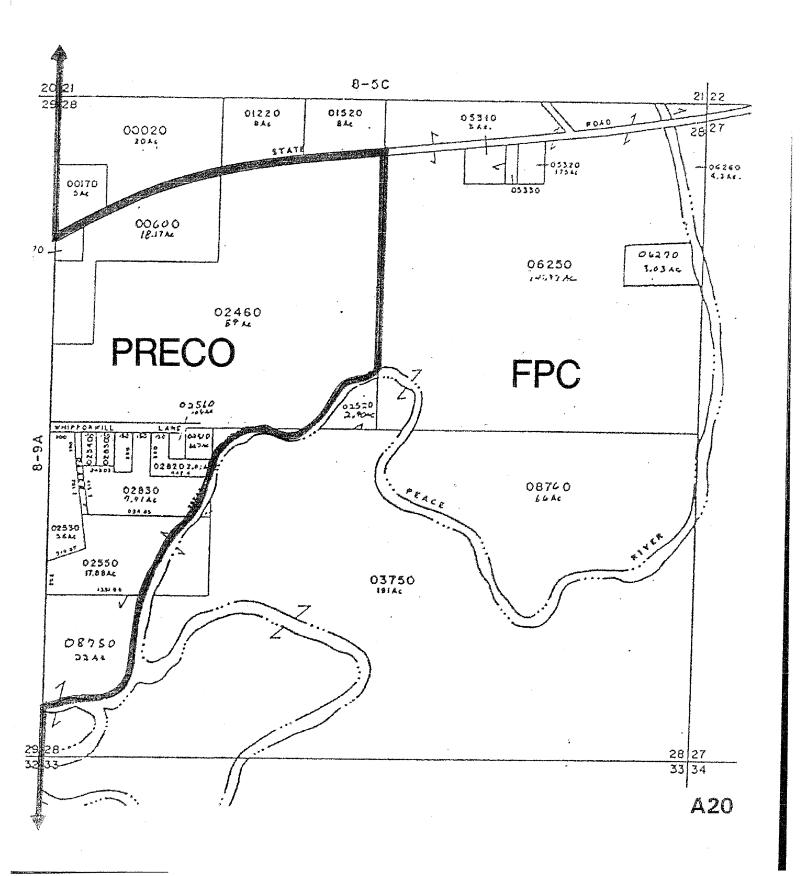


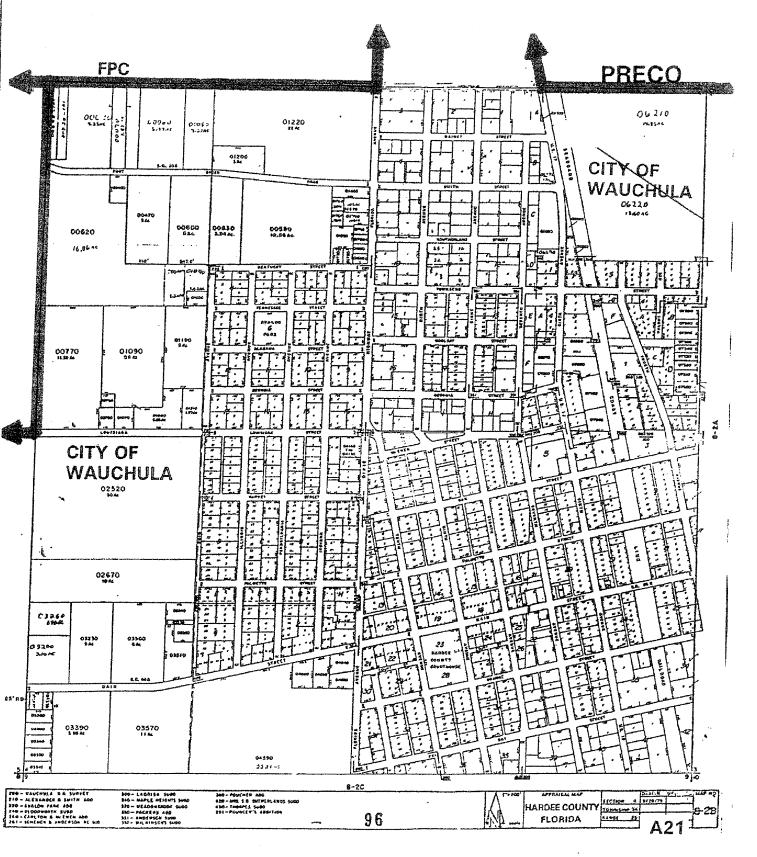


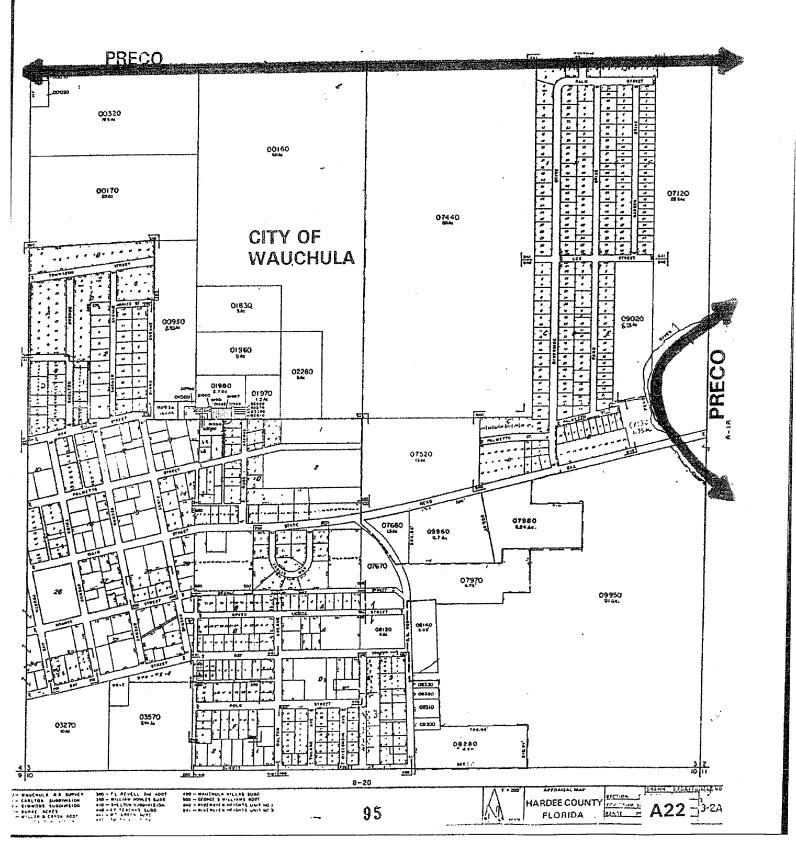


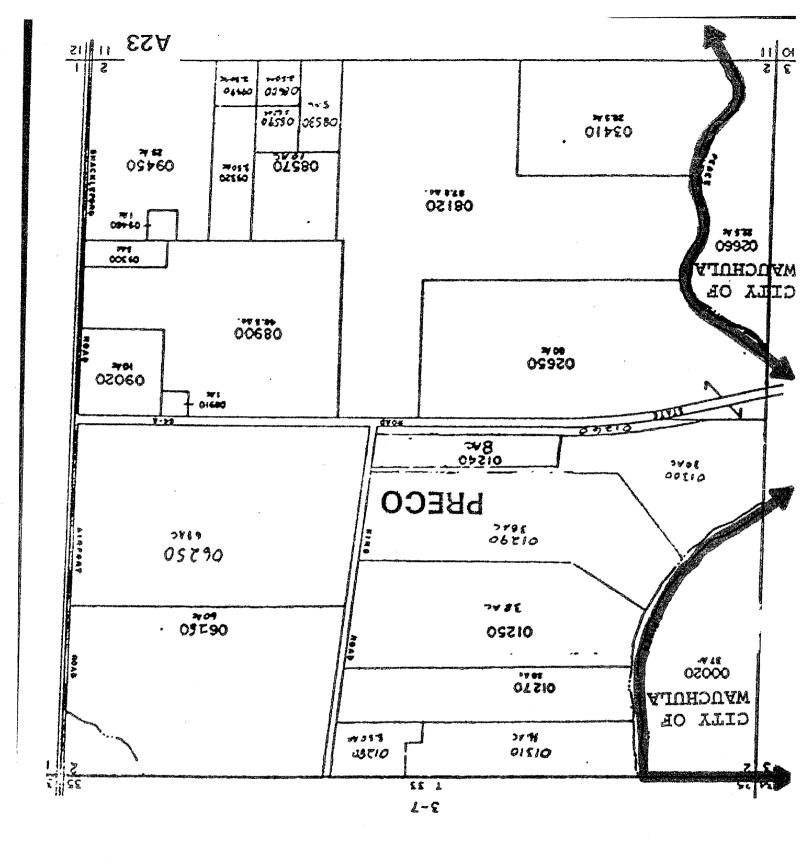
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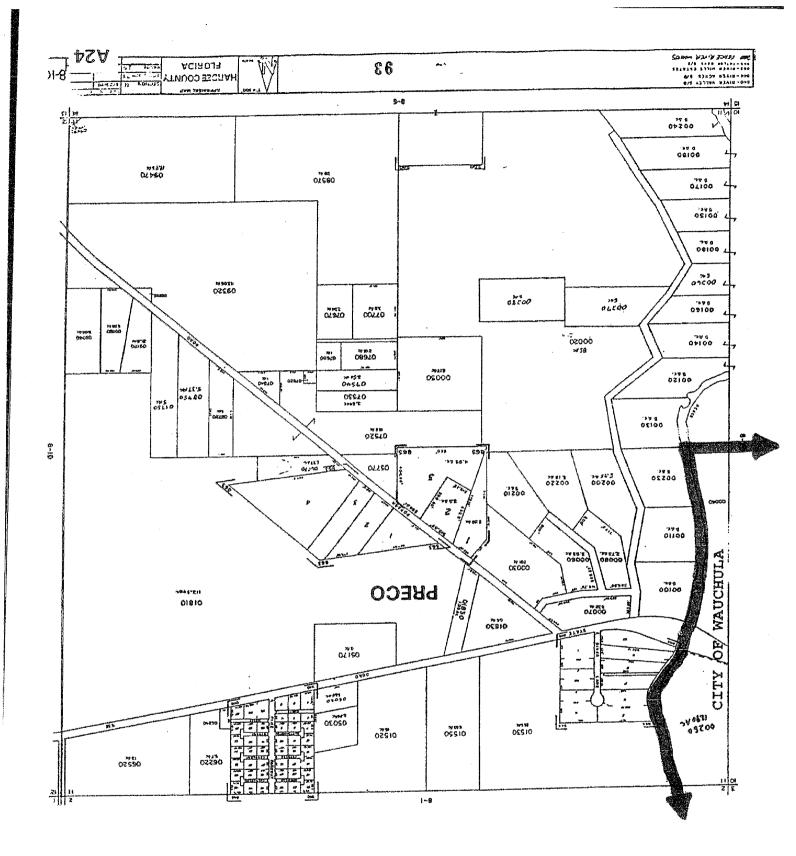




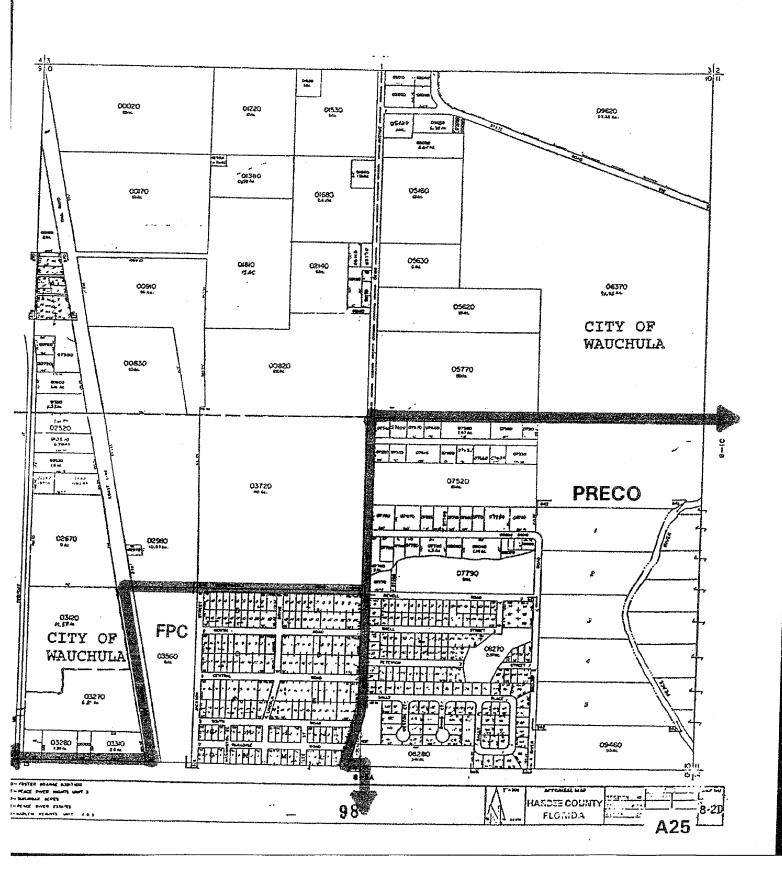


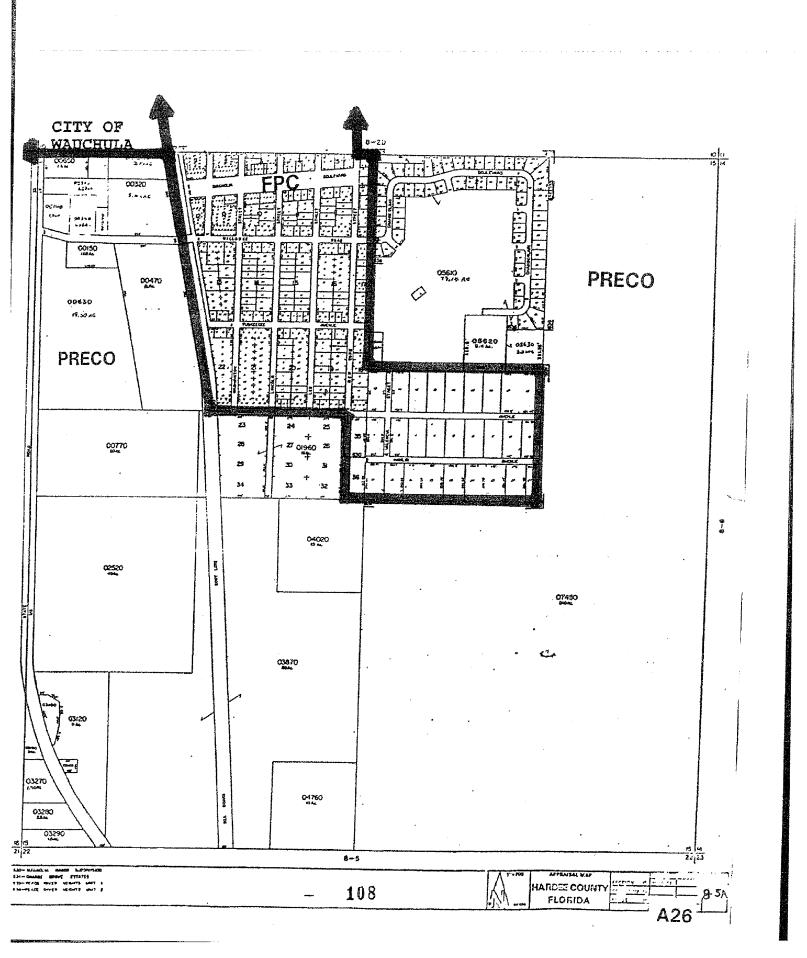


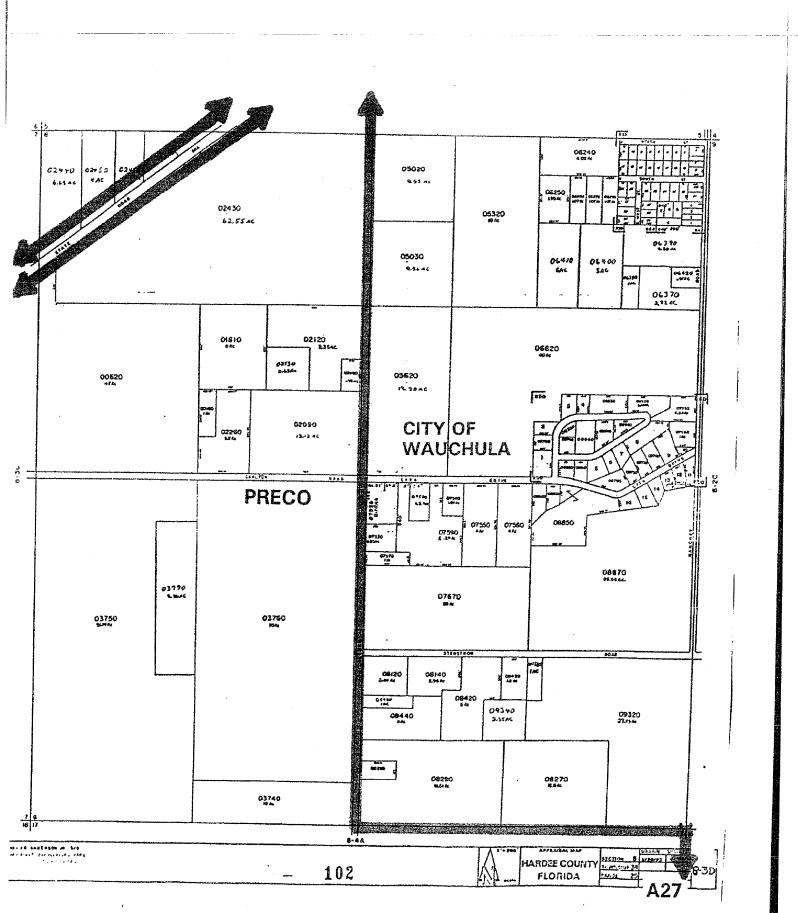




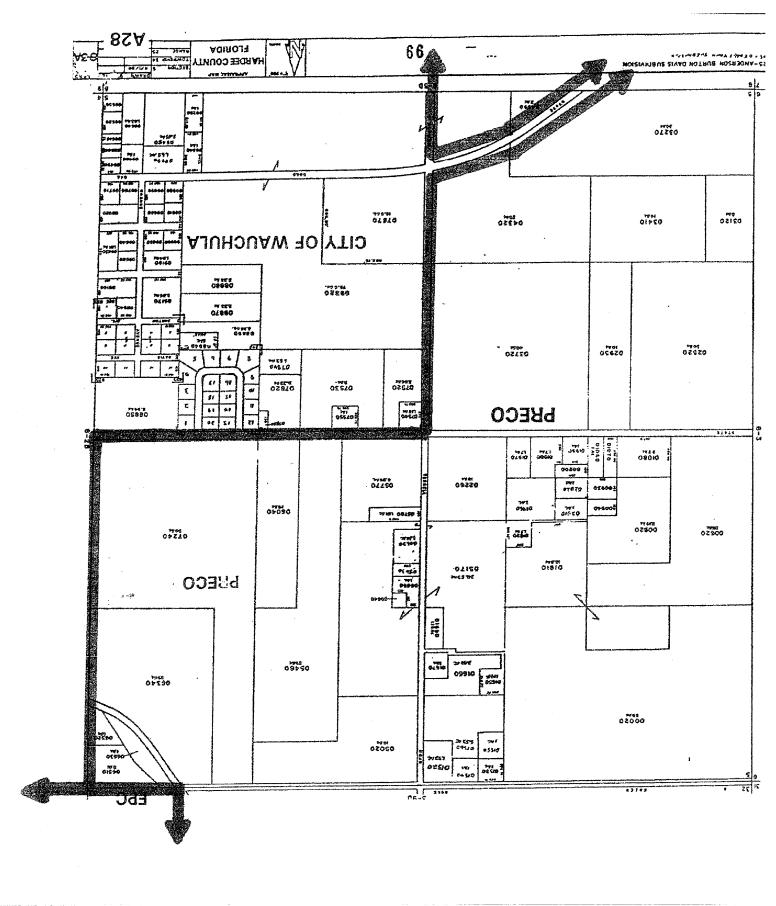
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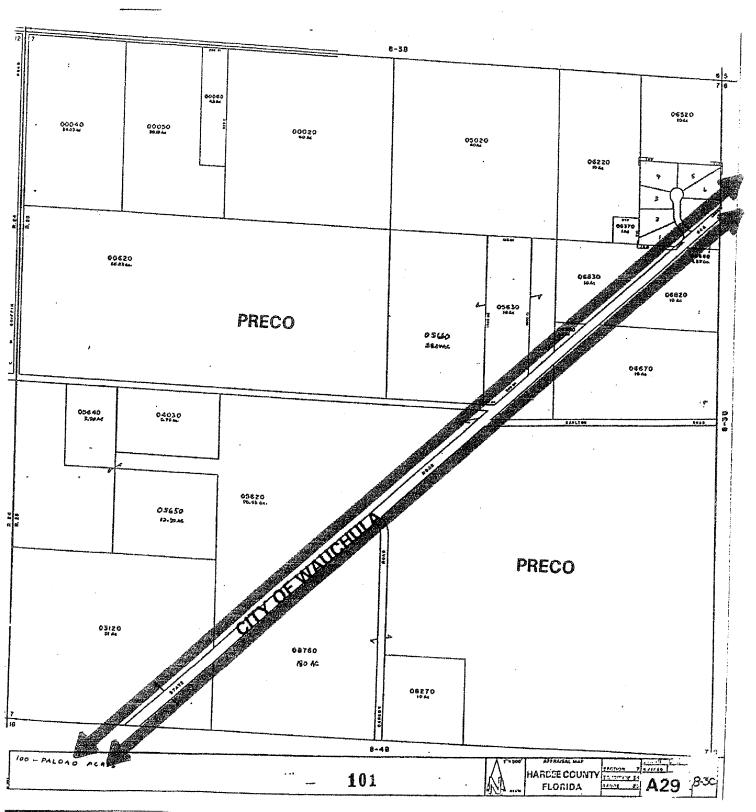






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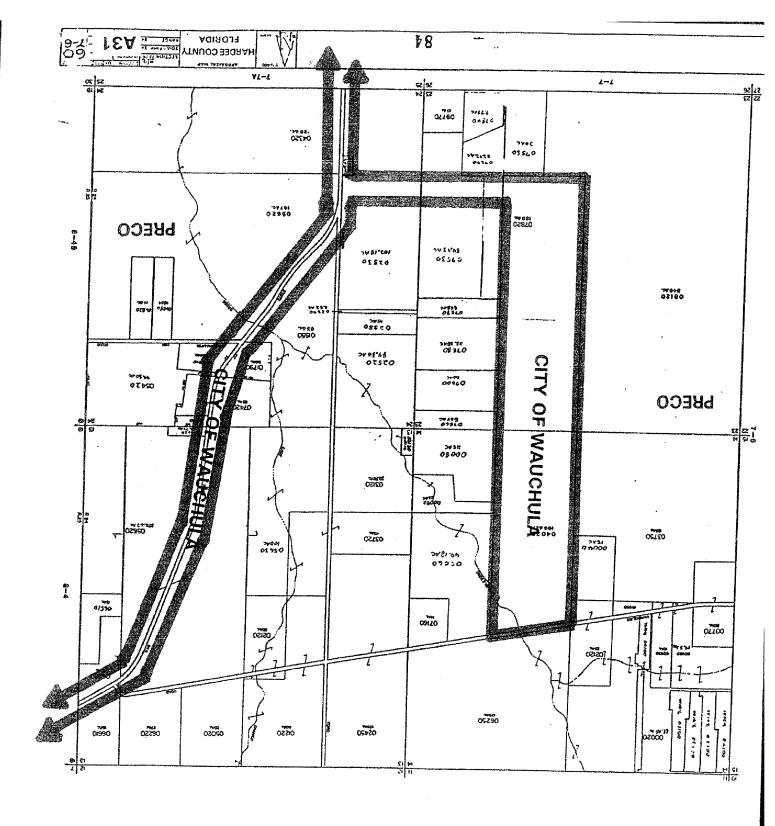
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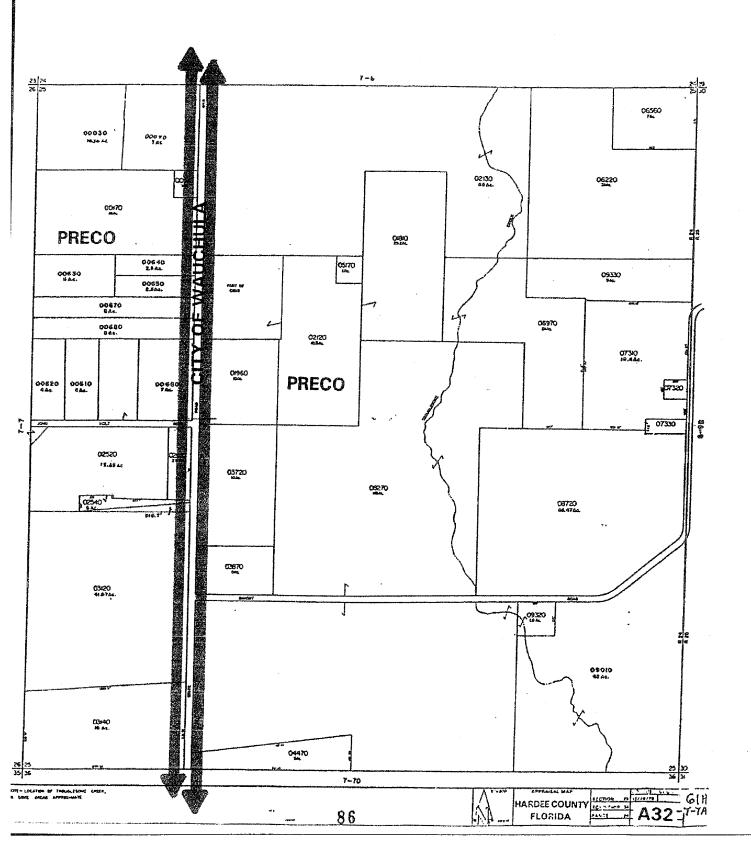
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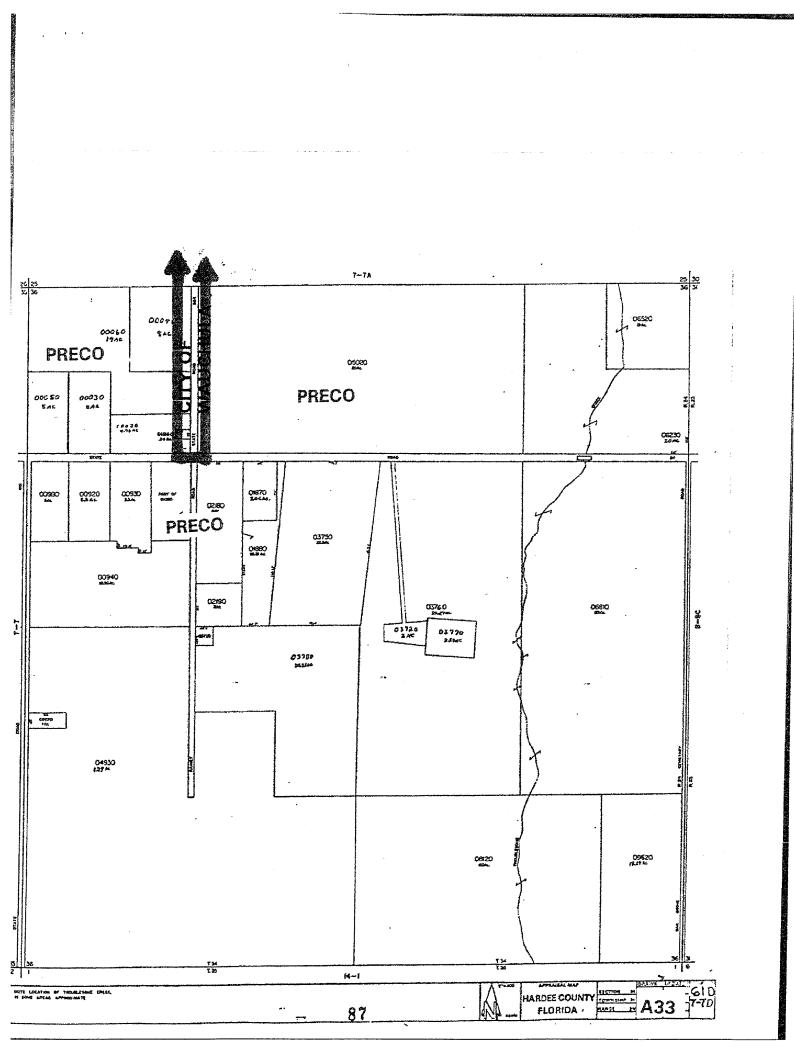
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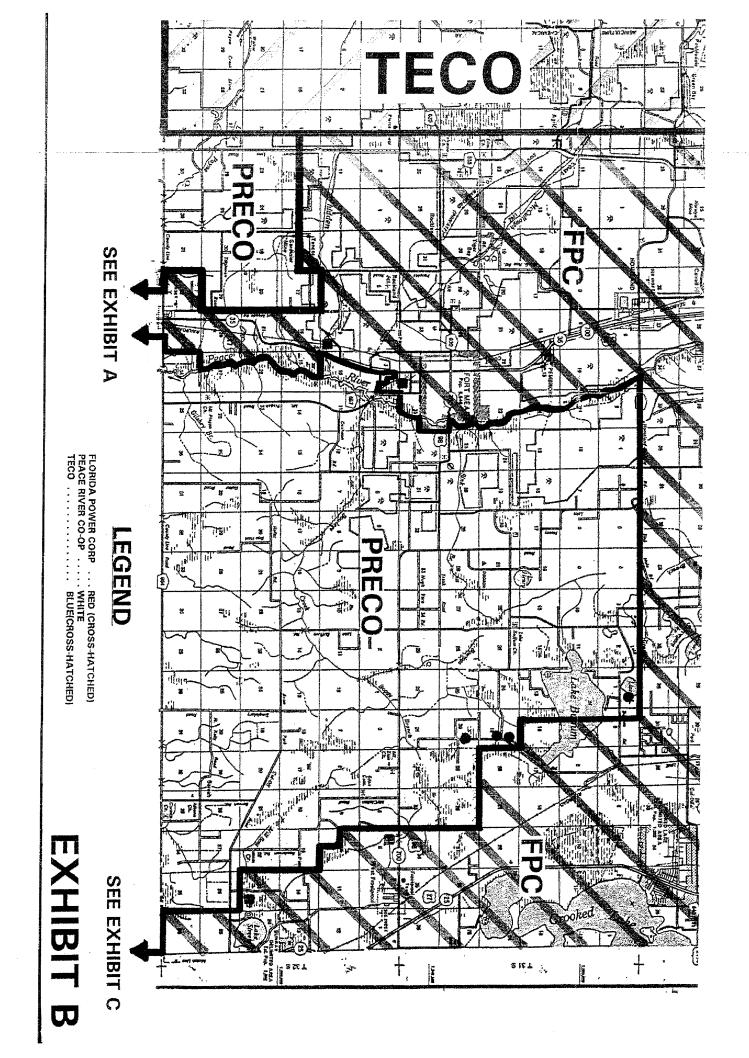
HARDEE COUNTY

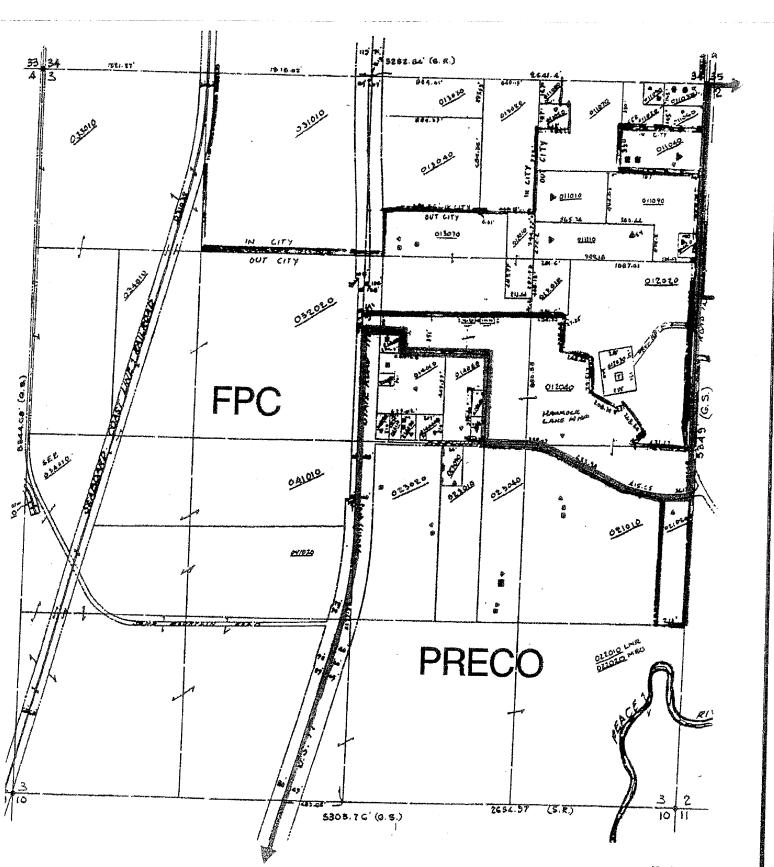




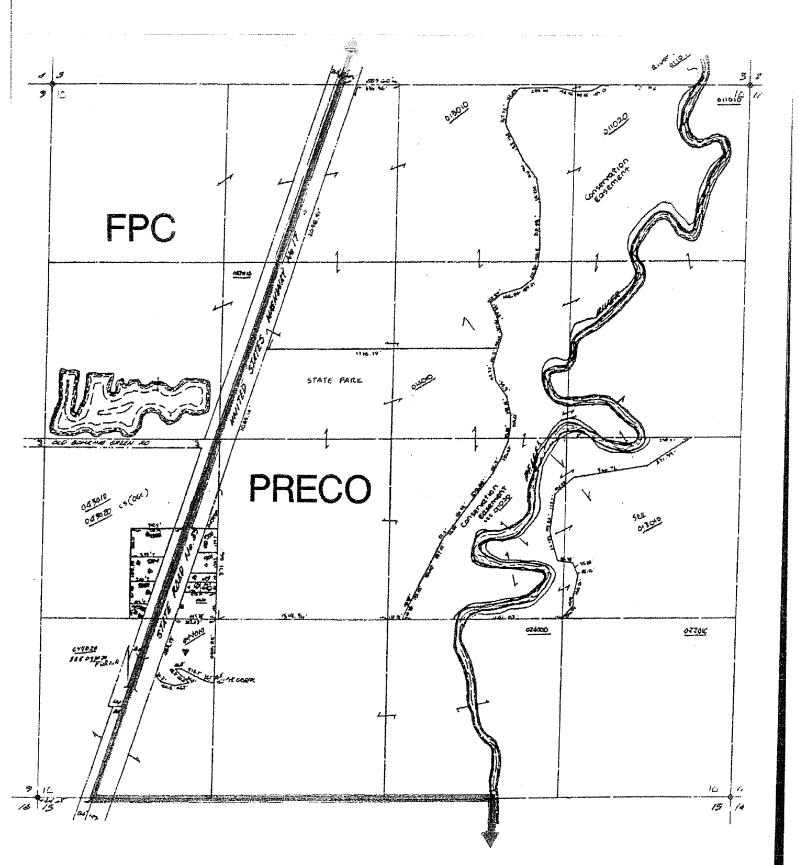
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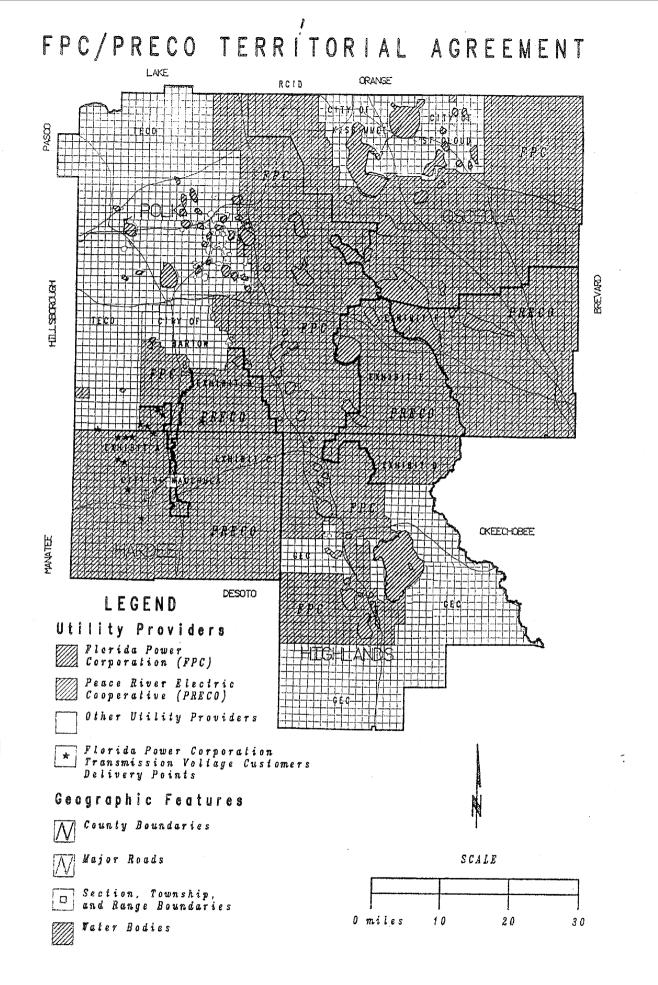


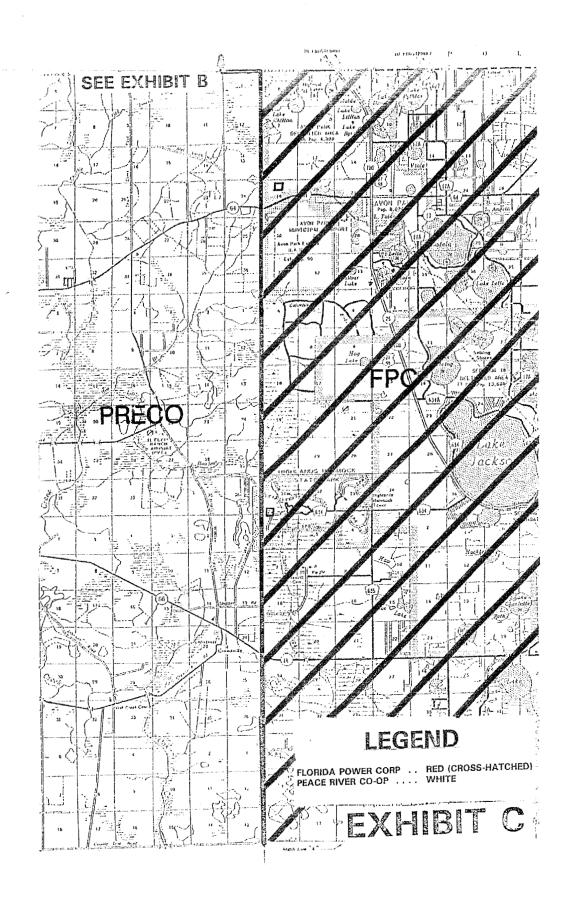


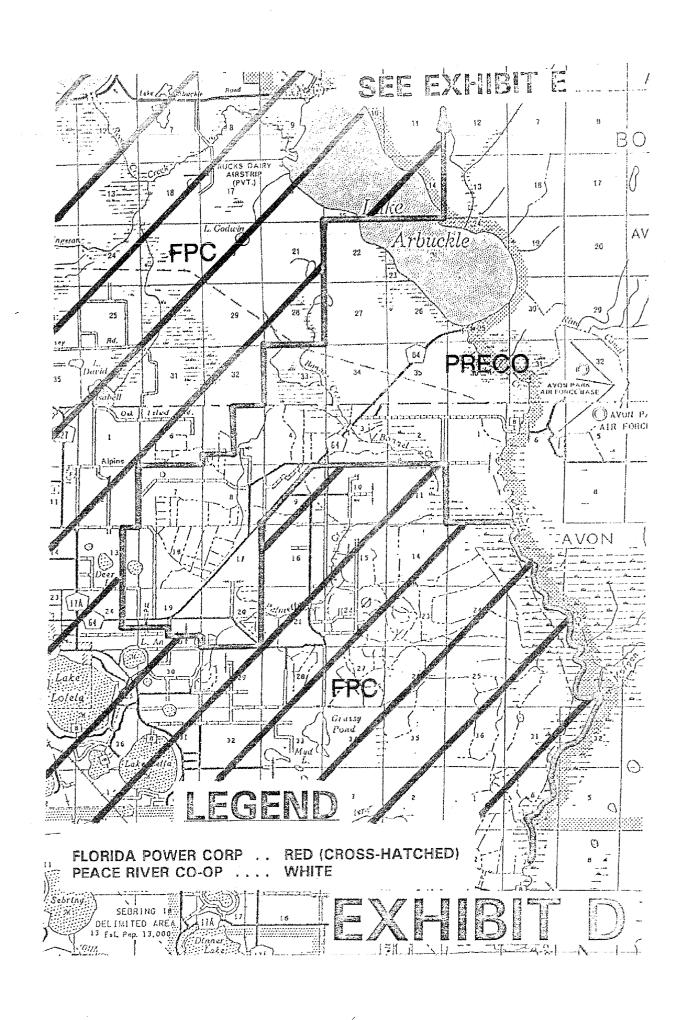
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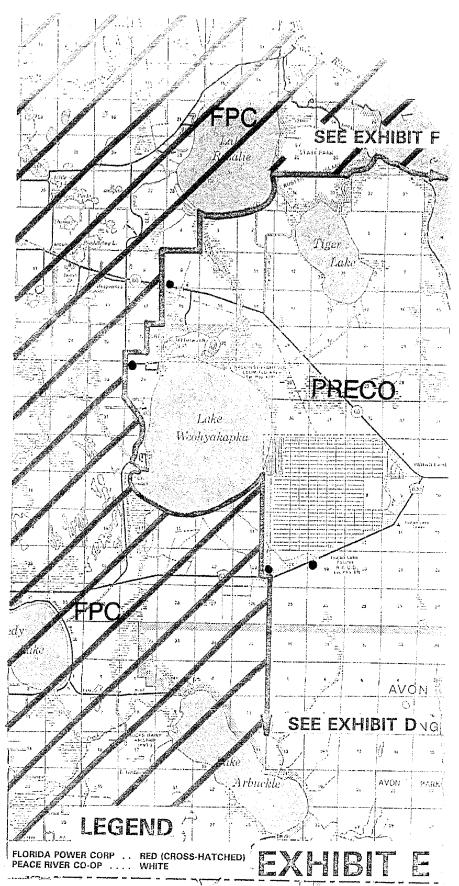


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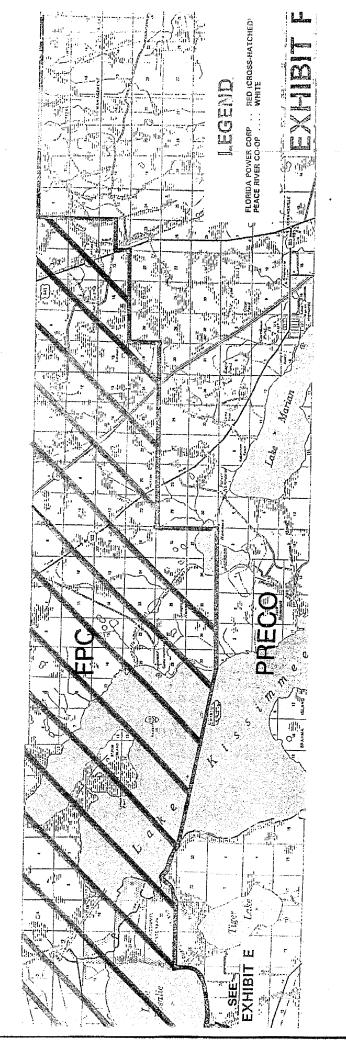




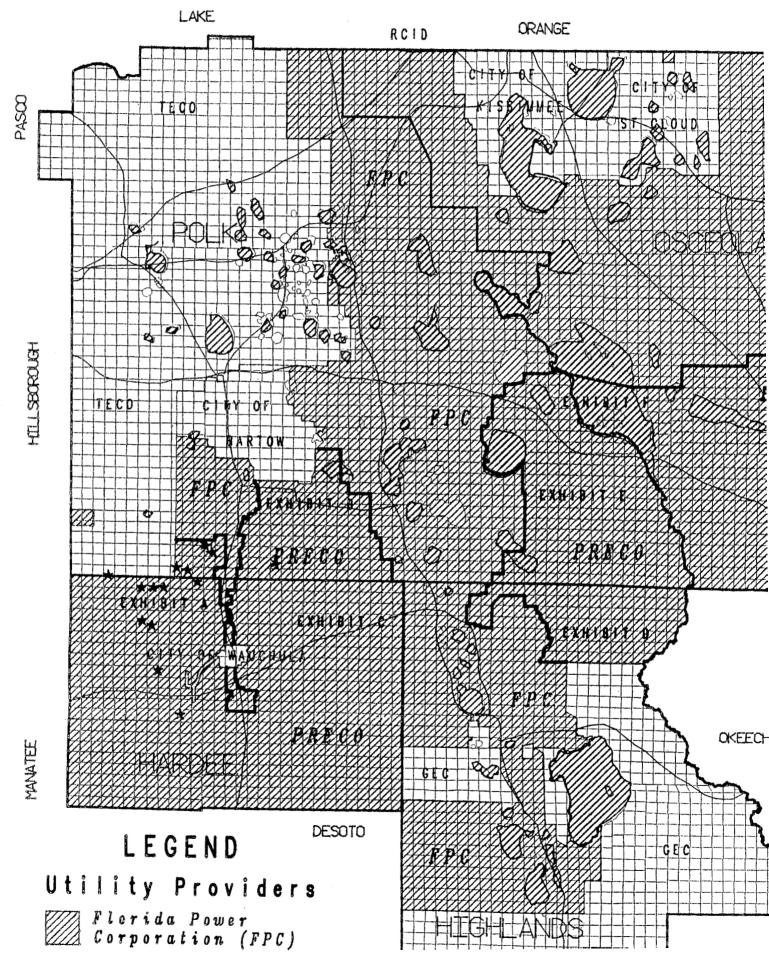




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FPC/PRECO TERRITORIAL AGREE







OFFICE OF COMMISSION CLERK ANN COLE COMMISSION CLERK

Hublic Service Commission

_ிிக்றச *Docket No. :* 060277-EU

Docket Title: Joint petition for approval of territorial amendment in Polk, Hardee, Highlands, Manatee, and Osceola Counties by Progress Energy Florida, Inc. and Peace River Electric Cooperative, Inc. LLC.

DN 2646-06: PROGRESS ENERGY FLORIDA, INC./PEACE RIVER ELECTRIC COOPERATIVE, INC. [PROGRESS/PRECO] (BURNETT, JACKSON) - JOINT PETITION [FOR APPROVAL OF TERRITORIAL AMENDMENT IN POLK, HARDEE, HIGHLANDS, MANATEE, AND OSCEOLA COUNTIES].

[CLK NOTE: MAP PORTION OF EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0850 An Affirmative Action / Equal Opportunity Employer

Exhibit 2

Peace River Electric Cooperative, Inc.

Customer List

Dolores J. Alaniz Rt. 1 Box 58-C Bowling Green, FL 33834 Acct. # 1017601

James R. Anderson 2905 S. 17 Ft. Meade, FL 33841 Acct. # 4246301

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Philip H. Barnett P.O. Box 1476 Wauchula, FL 33873 Acct. # 3631401

Cruz G. Blas c/o Ramiro Bariones P.O. Box 1047 Bowling Green, FL 33834 Acct. # 1948601

Maria Carrero Rt. 1 Box 57AA Bowling Green, FL 33834 Acct. # 3712201

Dan E. Davis Rt. 1 Box 255R Wauchula, FL 33873 Acct. # 3756801

Economy Auto Parts, Inc. c/o Westside Auto Parts Rt. 1 Box 254AA Wauchula, FL 33873 Acct. # 3499901 Alico, Inc. P.O. Box 245 Frostproof, FL 33843 Acct. # 10903

Peter Anderson 5931 Hammock Road Sebring, FL 33872 Acct. # 2418901

Roy B. Barnett, Sr. 2 HP Pump P.O. Box 783 Wauchula, FL 33873 Acct. # 1795501

Guadalupe Blas, Sr. Rt. 1 Box 41-D Bowling Green, FL 33834 Acct. # 848102

Maria Carrero Rt. 1 Box 57AA Bowling Green, FL 33834 Acct. # 3712202

Dan E. Davis Rt. 1 Box 255R Wauchula, FL 33873 Acct. # 3756802

Joe Evans P.O. Box 934 Frostproof, FL 33843 Acct. # 4292101 Albert Anders 5931 Hammock Road Sebring, FL 33872 Acct. # 2418701

Rick R. Baine P.O. Box 1054 #2 Zolfo Springs, FL 33890 Acct. # 3579301

Edward Bryan Benton Rt. 1 Box 255A Wauchula, FL 33873 Acct. # 4410501

Jack M. Brooks P.O. Box 477 Highland City, FL 33846 Acct. # 2695702

Jack W. Cockran Knight Rd. P.O. Box 1939 Wauchula, FL 33873 Acct. # 2026104

John B. and Mary S. Deese 1031 Dawes Rd. Frostproof, FL 33843 Acct. # 2910201

David Fennell P.O. Box 25 Bowling Green, FL 33834 Acct. # 4056202 Lee A. Fennell Rt. 1 Box 58 D Bowling Green, FL 33834 Acct. # 918401

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Jim L. Frazier 2472 SR 64 W Avon Park, FL 33825 Acct. # 2365201

Henry David Gilliard, Jr. 3 HP Pump, Vance Grove P.O. Box 491 Zolfo Springs, FL 33890 Acct. # 1068204

John B. Goff 33131 Oil Well Road #19 Punta Gorda, FL 33955 Acct. # 2385102

Mary E. Green P.O. Box 685 Wauchula, FL 33873 Acct. # 3177501

Robert D. Helveston 72 McEwen Road Wauchula, FL 33873 Acct. # 3059401

Highlands Hammock State Park 5931 Hammock Road Sebring, FL 33872 Acct. # 1069202 W.E. Fickner Rt. 1 Box 43 Bowling Green, FL 33834 Acct, # 540301

Henry David Gilliard, Jr. Skipper Place P.O. Box 491 Zolfo Springs, FL 33890 Acct. # 1068202

Ethel Gillispie 1720 S. Orange Ave. Ft. Meade, FL 33841 Acct. # 128401

John B. Goff 33131 Oil Well Rd., #19 Punta Gorda, FL 33955 Acct. # 2385101

E.C. Harlan 60 Paula Drive Wauchula, FL 33873 Acct. # 148601

Hilda Herrera Rt. 1 Box 57-A1 Bowling Green, FL 33834 Acct. # 1684001

C.M. Knight Rt. 1 Box 257A Wauchula, FL 33873 Acct. # 200601 Jim L. Frazier 3472 S.R. 64 W Avon Park, FL 33825 Acct. # 2365202

Henry David Gilliard, Jr. Joiner House P.O. Box 491 Zolfo Springs, FL 33890 Acct. # 1068203

Zebbie Lane Gillispie 1560 S. Orange Ave. Ft. Meade, FL 33841 Acct. # 1092301

John J. Gramlick P.O. Box 790 Bowling Green, FL 33834 Acct. # 3943601

Robert D. Helveston Suite A 320 S. 6th Ave. Wauchula, FL 33873 Acct. # 3059402

Highlands Hammock State Park 5931 Hammock Road Sebring, FL 33872 Acct. # 1069201

Opal Knight Rt. 1 Box 258 Wauchula, FL 33873 Acct. # 200803 Opal Knight 10 HP Pump Rt. 1 Box 258 Wauchula, FL 33873 Acct. # 200804

Barbara E. Leighton P.O. Box 123 Frostproof, FL 33843 Acct. # 3641801

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Little Charlie Creek/Billboard P.O. Box 815 Wauchula, FL 33873 Acct. # 3337931

J.B. Milligan, Jr. 85 Airport Road Wauchula, FL 33873 Acct. # 1546001

Rigoberto Olmos Rt 1 Box 41A Bowling Green, FL 33834 Acct. # 4192201

Michael J. Pollitt P.O. Box 84 Avon Park, FL 33825 Acct. # 2404301

Bobby Respress 1701 Hwy 630 W Frostproof, FL 33843 Acct. # 2979201

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Michael Lamb 57 Graham Road Avon Park, FL 33825 Acct. # 3565001

Linda's Little Bargain House Rt. 1 Box 42C Bowling Green, FL 33834 Acct. # 3082501

Kyle Mason Cottage Road #40 5931 Hammock Road Sebring, FL 33872 Acct. # 3620201

Denny Monts De Oca 10 N Graham Road Avon Park, FL 33825 Acct. # 2229301

Genevive Perin Rt 1 Box 255 Wauchula, FL 33873 Acct. # 276502

Robert A. Randall 40 HP Pump 6305 Snell Road Bartow, FL 33830 Acct. # 774802

Revell Harvesting, Inc. c/o Tommy Everhart P.O. Box 382 Wauchula, FL 33873 Acct. # 2035001 Loyd M. Larramore 2080 J. Jackson Rd. S. Ft. Meade, FL 33841 Acct. # 207401

Linda's Little Bargain House Rt. 1 Box 42C Bowling Green, FL 33834 Acct. # 3082502

Leonard E. Miller Car Shoppe Rt. 1 Box 254 B Wauchula, FL 33873 Acct. # 550402

Denny Monts De Oca Small Pump 10 N Graham Rd Avon Park, FL 33825 Acct. # 2229302

Donald T. Pollitt, Jr. 198 N. Graham Road Avon Park, FL 33825 Acct. # 2305601

Ratliff Groves 7.5 HP Pump c/o Leland Carltc 2216 Spyglass Hill CR Valrico, FL 33594 Acct. # 2066201

Jonnie Revell 4 HP Pump Rt. 1 Box 124 Bowling Green, Fl 33834 Acct. # 298003 Anna Belle Rickels c/o Ralph Rickels P.O. Box 507 Zolfo Springs, Fl 33890 Acct. # 303001

Manuel Rivera c/o Maria Rivera Rt. 1 Box 58 B Bowling Green, FL 33834 Acct. # 891001

Johnny L. Robinson 86 Johns Rd. Wauchula, FL 33873 Acct. # 1354001

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Gerald H. Shiver 1023 Dawes Rd. Frostproof, FL 33843 Acct. # 2920301

Bill Staton Staton Auto Sales Rt. 1 Box 254 B Wauchula, FL 33873 Acct. # 1020509

Wendell A. Turner P.O. Box 3 Wauchula, Fl 33873 Acct. # 366101

Ferrell M. Williams 51 N. Graham Rd. Avon Park, FL 33825 Acct. # 800502 Ralph W. Rickels P.O. Box 507 Zolfo Springs, FL 33890 Acct # 1076201

Davis Roberts P.O. Box 601 Ft. Meade, FL 33841 Acct. # 305501

Charles E. Rowland 501 S. Waldron Avon Park, FL 33825 Acct. # 3679201

E.K. Smith 3040 US Hwy 17 S Ft. Meade, FL 33841 Acct. # 335101

James T. Taylor, Jr. 1033 Dawes Rd. Frostproof, FL 33843 Acct. # 4368901

Thomas C. Underwood 302 E. Bay Street Wauchula, FL 33873 Acct. # 798201

Ferrell M. Williams 51 N. Graham Rd. Avon Park, FL 33825 Acct. # 800501 Irma Rivera Rt. 1 Box 58CC Bowling Green, FL 33834 Acct. # 4176201

Johnny L. Robinson 86 Johns Rd. Wauchula, FL 33873 Acct. # 1354002

Nancy D. Russell 1820 Mt. Pisgah Rd. Ft. Meade, FL 33841 Acct. # 4444101

Sprint-United Telephone Pair Gain 2820 Cargo Street Ft. Myers, FL 33816 Acct. # 368036

David Trammell 205 N. 10th Ave. Wauchula,, FL 33873 Acct. # 1825401

Ribert Lewis Williams 13 N. Graham Rd. Avon Park, FL 33825 Acct. # 3301001

Nellie M. Wills 2012 Henry Ave. Middletown, Ohio 45042 Acct. # 959601

Acct. # 335101

Nellie M. Wills 2012 Henry Ave. Middletown, Ohio 45042 Acct. # 959602

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Exhibit 2

Florida Power Corporation

Customer List

John D. Hammett 5005 Greyhound Avenue Lake Wales, FL 33853 Acct. # 59200522402

Chalmer Seay P.O. Box 740 Babson Park, FL 33827 Acct. # 59200522801

John W. McCoy

Ft. Meade, FL 33841

Acct. # 59200528402

H.L. Broadrick 1675 S. Floral Av. Bartow, FL 33830 Acct. *#* 59202329401

James P. Seay 8350 Lk. Buffum Rd. Ft. Meade, FL 33841 Acct. # 59200522601

Martha R. Pickett 1650 E. Buffum Rd. Ft. Meade, FL 33841 Acct. # 59200527851

Tilton Jacobs, Jr. 1810 E. Lake Buffum Road, #4 Ft. Meade, FL 33841 Acct. # 59200526004

1490 E. Lake Buffum Road

Stella L. Osborne 118 S Martin Rd Lake Wales, FL 33853 Acct. # 59200527601

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Tilton Jacobs, Jr. 1810 E. Lake Buffum Rd #2 Ft. Meade, FL 33841 Acct. # 59200526403

Tilton Jacobs, Jr. 1810 Lake Buffum Rd. E. Ft. Meade, FL 33841 Acct. # 59200525801 Tilton Jacobs, Jr. 1810 E. Lake Buffum Road, #3 Ft. Meade, FL 33841 Acct. # 59200526204

Tilton Jacobs, Jr. 1810 Lake Buffum Rd. E. Ft. Meade, FL 33841 Acct. # 59200525901

Tilton Jacobs, Jr. 1810 E. Lake Buffum Road, #1 Ft. Meade, FL 33841 James V. Iorio Lake Wales Estates 5095 Greyhound Ave. Lake Wales, FL 33853 Acct. # 59202330201

John L. Radford 1090 Rhoden Rd. Ft. Meade, FL 33841 Acct. # 59200528601

Terrell R. Spivey 1670 Lake Buffum Rd. E. Ft. Meade, FL 33841 Acct. # 59200527201

Danny Kinchen 1660 Lake Buffum Rd. E. Ft. Meade, Fl 33841 Acct. # 59200527402

Grady F. Thompson 1590 Lake Buffum Rd. E. Ft. Meade, FL 33841 Acct. # 59200528201

Tilton Jacobs, Jr. 1810 E. Lake Buffum Rd. #5 Ft. Meade, FL 33841 Acct. # 59200526802

Jerry Keen 9825 Hwy 60 East Lake Wales, FL 33853 Acct. # 59108005401

Acct. # 59200526604

Jerry Keen 9825 Hwy 60 East Lake Wales, FL 33853 Acct. # 59108005602 Jerry Keen 9825 Hwy 60 E Lake Wales, FL 33853 Acct. # 59108005201

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Anna H. Richardson 7550 S.R. 630 East Frostproof, FL 33843 Acct. # 55044562001 W.R. Fewox c/o D. Hooks 6301 Hwy 630 E. Frostproof, FL 33843 Acct. # 55044564001

Anna H. Richardson 7550 SR 630 E Frostproof, FL 33843 Acct. # 55044558001

Cablevision of Central FL 2806 Recker Hwy Winter Haven, FL 33880 Acct. # 59080217402

Mike W. Martin 410 S. 6th Wauchula, FL 33873 Acct. # 53142001502

Joan Hindley Tayntor P.O. Box 1113 Wauchula, FL 33873 Acct. # 53153045251

Minor L. Bryant Rt. 1 Box 112 Bowling Green, FL 33834 Acct. # 53122009052

Eugene R. Pope Rt. 1 Box 78-C Wauchula, FL 33873 Acct. # 53122010005 Jo Anne Iacobacci 7500 Hwy 630 E. Frostproof, Fl 33843 Acct. # 55044560001

George G. Miller P.O. Box 7235 Ind Lk Est, FL 33855 Acct. # 55044561001

Miriam P. Carrion 504 N. Pine Av. Ft. Meade, FL 33841 Acct. # 59133610806

Charles C. Adler, Jr. P.O. Box 276 Bowling Green, FL 33834 Acct. # 53142001701

H.H. Shiver Rt. 1 Box 78 Wauchula, FL 33873 Acct. # 53122009001

James L. Shiver Rt. 1 Box 78-A Wauchula, FL 33873 Acct. # 53122009203

Ernest J. Miller Rt. 1 Box 78-Y Wauchula, FL 33873 Acct. # 53122010402

Eunice Herko 765 Hwy 630 E. Frostproof, FL 33843 Acct. # 55044560501

Cablevision of Central Fl 2806 Recker Hwy Winter Haven, FL 33880 Acct. # 59080217202

Joan Hindley Tayntor P.O. Box 1113 Wauchula, FL 33873 Acct. # 53153045001

Charles F. Norwood Rt. 1 Box 80 Wauchula, FL 33873 Acct. # 53122008008

Eugene R. Pope Rt. 1 Box 78-C Wauchula, FL 33873 Acct. # 53122009791

aven, FL 33880 9080217202 Ernest J. Miller Rt. 1 Box 78-Y Wauchula, FL 33873 Acct. # 53122010501

Charles F. Norwood Rt. 1 Box 80 Wauchula, FL 33873 Acct. # 53122008301

James Carlton P.O. Box 1853 Wauchula, FL 33873 Acct. # 53142079002

Billy Hill P.O. Box 1724 Wauchula, FL 33873 Acct. # 53142063209

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Clifton N. Timmerman P.O. Box 1709 Wauchula, FL 33873 Acct. # 53142081203

John K. Nicholson Rt. 1 Box 19 Wauchula, FL 33873 Acct. # 53142080609

School Board Hardee County N. Wauchula Elementary School P.O. Box 1678 Wauchula, FL 33873 Acct. # 53142063601 Marshall Roberts Rt. 1 Box 79 Wauchula, FL 33873 Acct. # 53122010609

Charles F. Norwood Rt. 1 Box 80 Wauchula, FL 33873 Acct. # 53122008706

School Board of Hardee County N. Wauchula Elementary P.O. Box 1678 Wauchula, FL 33873 Acct. # 53142071001

Khaldon Ottallah P.O. Box 1216 Bowling Green, FL 33834 Acct. # 53142080005

Bruce Anderson Rt. #1 - Box 19A Wauchula, FL 33873 Acct. # 53142081404

Jim L. Armstrong P.O. Box 2395 Wauchula, FL 33873 Acct. # 53142080804

David Eugene Miller P.O. Box 640 Wauchula, FL 33873 Acct. # 53142063704 Charles F. Norwood Rt. 1 Box 80 Wauchula, FL 33873 Acct. # 53122008206

Dewey M. Terrell P.O. Box 966 Wauchula, FL 33873 Acct. # 53122011501

Mrs. Lincoln Cathcart P.O. Drawer 1447 Ponte Gorda, FL 33951 Acct. # 53142078001

Leonard E. Northrup, Jr. Rt. 1 Box 20-A Wauchula, FL 33873 Acct. # 53142080207

Gerald Kapusta Rt. #1 Box 19 AA Wauchula, FL 33873 Acct. # 53142080401

John L. Parker Rt. 1 Box 18-A Wauchula, FL 33873 Acct. # 53142081001

Douglas Heflin Hardee County Plumbing P.O. box 836 Wauchula, FL 33873 Acct. # 53142063851 George I. Rosenburg Rt. 1 Box 29-G Wauchula, FL 33873 Acct. # 53142068007

J&F Mini Warehouse c/o Ofelia Juarez P.O. Box 373 Wauchula, FL 33873 Acct. # 53142068604

Don Evors Rt. 1 Box 29-H Wauchula, FL 33873 Acct. # 53142068752

Mo-Bo Enterprises, Inc. P.O. Box 1899 Pompano Beach, FL 33061 Acct. # 53142043051

DAB Constructors, Inc. P.O. Box 1589 Inglis, FL 34449 Acct. # 53142009001

Dennis Lanier 300 Causey Rd. Wauchula, FL 33873 Acct. # 53153043001

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Inactive account US 17 Bowling Green, FL 33834 Acct. # 53142068453 Wayne Bass dba Frontier Firearms Rt. 1 Box 29-M Wauchula, FL 33873 Acct. # 53142068202

Don Evors Rt. 1 Box 29-H Wauchula, FL 33873 Acct. # 53142068651

Mo-Bo Enterprises Inc. P.O. Box 1899 Pompano Beach, FL 33061 Acct. # 53142042951

Rosa Torres Rt. 1 Box 37-B Bowling Green, FL 33834 Acct. # 53142010009

City of Bowling Green P.O. Box 608 Bowling Green, FL 33834 Acct. # 53060599901

Frances Causey Rt. 3 Causey Rd. Wauchula, FL 33873 Acct. # 53153042501

Inactive account 4500 US Hwy 17 N Wauchula, FL 33873 Acct. # 53142064002 George I. Rosenberg, Sr. dba George's Quality Mower P.O. Box 1464 Wauchula, FL 33873 Acet. # 53142068408

Don Evors Rt. 1 Box 29-H Wauchula, FL 33873 Acct. # 53142068701

Mo-Bo Enterprises, Inc. P.O. Box 1899 Pompano Beach, FL 33061 Acct. # 53142043012

City of Bowling Green P.O. Box 608 Bowling Green, FL 33834 Acct. # 53060525001

City of Bowling Green P.O. Box 608 Bowling Green, FL 33834 Acct. # 53061174001

William Walker White c/o Curtis Mathis Hec P.O. Box 954 wauchula, FL 33873 Acct. # 53204004051

Inactive account Mott Road Wauchula, FL 33873 Acct. # 53122010207 Inactive account 1590 E. Lake Buffum Road Ft. Meade, FL 33841 Acct. # 59200528002

Inactive account Lt 16 E Lake Buffum Rd. Ft. Meade, FL 33841 Acct. # 59200527002

Inactive account 1650 E. Buffum Rd. Ft. Meade, FL 33841 Acct. # 59200527804

EXHIBIT 3

FLORIDA POWER CORPORATION EXTRA-TERRITORIAL CUSTOMERS

Areas within Hardee and Polk Counties in which FPC has facilities established to serve phosphate mining operations. To the following customers, their successors and assignees:

HARDEE COUNTY

Cargill Fertilizer

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P1 - 5

T33S, R24E All of Sections 9, 10, 11, 12, 13, 14, 15, 16 The north 1/2 of Sections 21, 22, 23, 24 T33S, R25E All of Sections 6, 7, 18

Farmland

T35S, R23E All of Sections 1, 12, 13, 24 T35S, R24E All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Mobil Mining & Minerals

T33S, R26E All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 32, 33, 34 T33S, R25E All of Sections 1, 2, 11, 12, 13, 14, 23, 24

CF Industries

T33S, R24E The South 1/2 of Sections 21, 22, 23, 24 The North 1/2 of Sections 1, 2, 3, 4 All of Sections 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 T33S, R23E The South 1/2 of Sections 21, 22, 23, 24 All of Sections 25, 26, 27, 28, 33, 34, 35, 36 T34S, R24E The North 1/2 of Sections 1, 2, 3, 4, 5, 6 T34S, R23E The North 1/2 of Sections 1, 2, 3, 4

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T33S, R23E The North 1/2 of Sections 21, 22, 23, 24 All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32 T34S, R23E All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32 T34S, R24E The North 1/2 of Sections 14, 15, 16 The South 1/2 of Sections 1, 2, 3, 4 All of Sections 9, 10, 11, 12, 13, 24, 25, 26, 35, 36 T34S, R25E All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32

USAC

T33S, R24E All of Sections 1, 2

POLK COUNTY

IMC-Agrico Company

T32S, R24E The east 1/2 of Sections 15, 22, 27, 34 The South 1/2 of Sections 14, 13 All of Sections 23, 24, 26, 27, 34, 35

Cargill Fertilizer

T32S, R25E The south 1/2 of Section 18 All of Sections 17, 19, 20, 29, 30, 31, 32

Mobile Mining & Minerals

T32S, R25E All of Sections 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36 T32S, R26E

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All of Sections 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34

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