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COMMISSION
CLERK

September 19, 2006

VIA HAND DELIVERY

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

Re: Joint Petition to Approve Territorial Agreement Between Glades Electric Cooperative, Inc. and Progress Energy Florida, Inc.

Dear Ms. Bayo:

Enclosed for filing on behalf of Glades Electric Cooperative, Inc. and Progress Energy Florida, Inc., is the above-referenced Joint Petition.

Please acknowledge your receipt of the above filing as provided in the Commission's filing procedures. Thank you for your assistance in this matter.

Very truly yours,

/s/ John T. Burnett

Enclosure

cc: Russell Henderson
Board President
Glades Electric Cooperative, Inc.

Colored MAPS Forwarded to ECR

Progress Energy Florida, Inc.
P.O. Box 14042
St. Petersburg, FL 33733

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08691 SEP 20 g

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Glades Electric Cooperative, Inc. and Progress Energy Florida, Inc. for approval of a Territorial Agreement for Highlands County.

Docket No. _____

Submitted for filing
September 19, 2006

JOINT PETITION TO APPROVE TERRITORIAL AGREEMENT

Glades Electric Cooperative, Inc. ("Cooperative") and Progress Energy Florida, Inc., ("Company") (collectively, the "Joint Petitioners") pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440, F.A.C., jointly Petition the Florida Public Service Commission ("the Commission") for approval of a Territorial Agreement for Highlands County. In support hereof, the Joint Petitioners represent 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), F.S. The Cooperative's principal offices are located in Moore Haven, Florida. The Company's principal offices are located in St. Petersburg, Florida.
2. All pleadings, notices and other communications in this matter should be served on the undersigned attorneys for Cooperative and Company.
3. To best avoid duplication of services and wasteful expenditures as well as to best protect the public health and safety from potentially hazardous conditions, Joint Petitioners have negotiated the Territorial Agreement attached hereto as Exhibit A. The Territorial Agreement sets forth a map identifying the territorial boundaries to which the Parties have agreed.

DOCUMENT NUMBER-DATE

08691 SEP 20 06

FPSC-COMMISSION CLERK

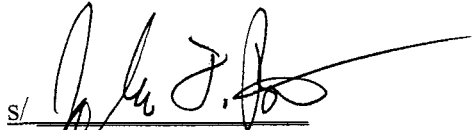
4. Section 3.1.1 of the Agreement provides for the transfer of Extra-Territorial Customers to the utility in whose Territorial Area such Customers' end-use facilities are located using two different approaches. Twelve Extra-Territorial Customers currently served by the Company will be transferred to the Cooperative as soon as practicable after the Agreement's Effective Date, *i.e.*, the date of the Commission order approving the Agreement. Six Extra-Territorial Customers currently served by the Cooperative will be transferred to the Company as soon as practicable after the Agreement's Effective Date, as well.

5. All Extra-Territorial Customers have received written notification of the Agreement, the transfer provision described above, the necessity of Commission approval, and their opportunity to be heard in this regard. A copy of the form letters sent by the Cooperative and the Company on July 28 and July 26 respectively to provide such written notification is appended as Attachment 1 to this Joint Petition. To date, neither the Cooperative nor the Company have received responses or objections from any of the Extra-Territorial Customers.

6. The Commission has long recognized that properly constructed territorial agreements between adjacent utilities are in the public interest. The Territorial Agreement will avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions. For these reasons, the Joint Petitioners believe and, therefore, represent that the Commission's approval of the Territorial Agreement is in the public interest.

WHEREFORE, the Cooperative and the Company respectfully request that the Commission grant this Joint Petition and approve the Territorial Agreement.

Respectfully submitted,



s/
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 ENGERY FLORIDA, INC.



s/
Andrew B. Jackson
Attorney at Law
Glades Electric Cooperative Inc.
150 N. Commerce Ave.
Sebring, FL 33870
Telephone: 863-382-3686
Facsimile: 863-382-1509

Attorney for
GLADES ELECTRIC
COOPERATIVE, INC.

TERRITORIAL AGREEMENT

Section 0.1: Glades Electric Cooperative, Inc. (the "COOPERATIVE"), and Florida Power Corporation d/b/a Progress Energy Florida, Inc. (the "COMPANY") (collectively, the "Parties"), enter into this Territorial Agreement (the "Agreement") on this ____ day of _____, 2006.

WITNESSETH:

Section 0.2: WHEREAS, the COOPERATIVE is authorized by Chapter 425, Florida Statutes, to furnish retail electric service to its members and customers, and pursuant to such authority, presently furnishes electric service to members and customers in Highlands County and elsewhere;

Section 0.3: WHEREAS, the COMPANY is authorized to furnish retail electric service to customers throughout the State of Florida, and pursuant to such authority, presently furnishes electric service to customers in Highlands County and elsewhere;

Section 0.4: WHEREAS, the respective retail service areas of the Parties are contiguous, with the result that, absent the establishment of a territorial agreement defining the Parties' respective service territories, duplication of service facilities would be likely to occur;

Section 0.5: WHEREAS, the Florida Public Service Commission (the "Commission") has previously recognized that duplication of service facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest;

Section 0.6: WHEREAS, the Parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid duplication of facilities and the resulting detriment to economic and safe operations and, to that end, have entered into this Agreement establishing a territorial boundary line that, upon approval by the Commission, will define and delineate their respective retail service territories in Highlands County; and

Section 0.7: WHEREAS, the Commission is empowered by the legislature of the State of Florida, pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest.

Section 0.8: NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term "Territorial Boundary Line(s)" shall mean the boundary line(s) depicted on the maps attached hereto as Exhibit A which delineate and differentiate the Parties' respective Service Territories in Highlands County.

Section 1.2: Cooperative Service Territory. As used herein, the term "Cooperative Service Territory" shall mean the geographic area in Highlands County allocated to the COOPERATIVE as its retail service territory and labeled as such or as "Glades" on the maps contained in Exhibit A.

Section 1.3: Company Service Territory. As used herein, the term "Company Service Territory" shall mean the geographic area in Highlands County allocated to the COMPANY as its retail service territory and labeled as such or as "PEF" on the maps contained in Exhibit A.

Section 1.4: Point of Use. As used herein, the term "Point of Use" shall mean the location within the Service Territory of a Party where a customer's end-use facilities consume electricity, which such Party shall be entitled to provide service under this Agreement, irrespective of where the customer's point of connection or metering is located.

Section 1.5: New Customers. As used herein, the term "New Customers" shall mean all end-use/individually-metered customers applying for retail electric service after the Effective Date of this Agreement at a Point of Use in the Service Territory of either Party.

Section 1.6: Commission. As used herein, the term "Commission" shall mean the Florida Public Service Commission.

Section 1.7: Effective Date. As used herein, the term "Effective Date" shall mean the date on which the final order of the Commission granting approval of this Agreement in its entirety becomes no longer subject to judicial review.

Section 1.8: Extra-Territorial Customers. As used herein, the term "Extra-

Territorial Customers” shall mean those customers, other than the customers detailed in Section 2.3 of this Agreement, served by either Party on the Effective Date of this Agreement who are located within the Service Territory of the other Party due to modifications of the Territorial Boundary Lines established herein.

ARTICLE II RETAIL ELECTRIC SERVICE

Section 2.1: In General. Except as otherwise specifically provided herein, the COOPERATIVE shall have the exclusive authority to furnish retail electric service within the Cooperative Service Territory and the COMPANY shall have the exclusive authority to furnish retail electric service in the Company Service Territory. The Territorial Boundary Line shall not be altered or affected by any change that may occur in the corporate limits of any municipality served by either Party through annexation or otherwise unless agreed to in writing by the Parties and approved by the Commission.

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 Point of Use is located within the Service Territory of the other Party, except as specifically provided in Sections 2.3 and 3.4 below. However, in those instances where the Territorial Boundary Line traverses the property of an individual customer or prospective customer, the Party in whose Service Territory the preponderance of the customer’s electric energy usage is expected to occur shall be entitled to serve all of the customer’s usage.

Section 2.3: Temporary Service. The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New

Customer's Point of Use either cannot or should not be immediately served by the Party in whose Service Territory such Point of Use is located. In such instances, upon written request by the Party in whose Service Territory the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such Point of Use until such time as the requesting Party provides written notice of its intent to serve the Point of Use. The other Party shall inform the customer of the temporary nature of such service. Any such agreement for temporary service which lasts, or is anticipated to last, for more than one year shall be submitted to the Commission for approval in accordance with Section 5.1 hereof. The Party providing temporary service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such temporary service.

Notwithstanding the provisions of this Section 2.3, however, the Parties recognize that economic constraints and good engineering practices presently indicate that the areas identified in Exhibit B hereto should continue to be served by the COOPERATIVE until such time that the COMPANY can economically and effectively serve those areas. The COOPERATIVE will continue to serve the areas identified in Exhibit B until the COMPANY provides written notice of its intent to serve those areas.

Section 2.4: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either Party to be provided to a Point of Use located in the Service Territory of the other Party, the Party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Agreement, and shall refer the prospective New Customer to the other Party.

Section 2.5: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Agreement in which either Party is inadvertently providing retail electric service to a customer's Point of Use located within the Service Territory of the other Party, service to such customer by the other Party will be established at the earliest practical time. Until service by the other Party can be established, the service provided by the Party inadvertently serving the customer's Point of Use will be deemed to be temporary service provided in accordance with Section 2.3 above. The electric facilities of the transferring Party used solely to provide electric service to the Point of Use subject to such transfer may also be transferred, at the option of the other Party in return for compensation determined in accordance with Section 3.3.2 below. Any such transfer shall be completed within 12 months of the date the inadvertent service error is discovered.

ARTICLE III TRANSFER OF CUSTOMERS

Section 3.1: In General. In the event circumstances arise during the term of the Agreement in which the Parties agree that, based on sound economic considerations or good engineering practices, an area located in the Service Territory of one Party would be better served if reallocated to the Service Territory of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary Line that places the area in question (the "Reallocated Area") within the Service Territory of the other Party and the transfer of the customers located in the Reallocated Area to the other Party. Compensation for such customers shall be paid by the receiving Party to the transferring Party in accordance with Section 3.3.1 below.

Section 3.1.1: Transfer of Extra-Territorial Customers. The Extra-Territorial Customers currently served by the COOPERATIVE and subject to transfer to the COMPANY pursuant to this Agreement are listed by account number and service address in Exhibit C hereto. The Extra-Territorial Customers currently served by the COMPANY and subject to transfer to the COOPERATIVE pursuant to this Agreement are listed by account number and service address in Exhibit D hereto. Section 3.3.1 of this Agreement shall apply to the transfer of the Extra-Territorial Customers except for the customers marked with an asterisk and marked in bold font in Exhibit C. The transfer of the Extra-Territorial Customers shall take place within 18 months of the final order approving this Agreement.

Section 3.2: Transfer of Facilities. In conjunction with the transfer of customers pursuant to Section 3.1 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to customers located within the Reallocated Area for an amount determined in accordance with Section 3.3.2 below.

Section 3.3: Compensation for Transferred Customers and Facilities.

Section 3.3.1: Going Concern Value. The receiving Party shall pay to the transferring Party for each customer account transferred an amount equal to two and one-half (2.5) multiplied by (a) the transferring Party's total revenues from the sale of electric service (including the customer, fuel and demand charges but excluding taxes and fees) to such account during the most recent 12 complete billing months available at the time of

transfer, or (b) if service was provided for less than 12 complete billing months, the average monthly amount of such revenues multiplied by 12. In the case of a customer account that was not billed for any part of the preceding 12 billing months, the amount to be paid for the transfer of such account shall be the transferring Party's prevailing average annual amount of such revenues from customers of the same class (*i.e.*, residential, commercial, etc.), multiplied by 2.5. In addition, the same compensation methodology shall be followed for the total revenues (including pole rental and fixture maintenance charges) of each transferred street or security lighting account.

Section 3.3.2: Cost of Facilities. The receiving Party shall compensate the transferring Party for the electric distribution facilities described in Section 3.2 above in an amount based upon the replacement cost (new), less depreciation calculated on a straight-line basis over the life of each unit of property comprising the facilities, as determined from the books and records of the transferring Party at the time of the transfer, and the cost to the transferring Party for reintegration of its remaining system. Replacement costs shall be determined by applying a cost escalator such as the Handy Whitman Index or a common engineering cost estimation methodology.

Section 3.3.3: Time of Payment. All payments determined in accordance with this section shall be made by the receiving Party in cash within 60 days of the presentation of an invoice from the transferring Party upon completion of each transfer segment.

Section 3.3.4: Transfer Instruments. The transferring Party will make, execute, and deliver to the receiving Party the appropriate instruments of transfer to convey the

transferring Party's interest in the electric distribution facilities transferred to the receiving Party pursuant to Section 3.2 above.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. No generating plant, transmission line, substation, distribution line (other than expressly provided herein), or related equipment shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in a manner that minimizes any interference with the operations of the other Party. To facilitate this objective, in the event either Party intends to construct, locate, or relocate its distribution facilities in or directly adjacent to the Service Territory of the other Party, such Party shall notify the other Party in writing at least 14 days prior to commencement of such intended action.

Section 4.2: COOPERATIVE Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of the COOPERATIVE to serve any COOPERATIVE facility located in the Company Service Territory which is used exclusively in connection with the COOPERATIVE's business as an electric utility; provided, however, that the COOPERATIVE shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of the COMPANY in the Company Service Territory, including notice to the COMPANY pursuant to Section 4.1.

Section 4.3: COMPANY Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of the COMPANY to serve any COMPANY facility located in the Cooperative Service Territory which is used exclusively in

connection with the COMPANY's business as an electric utility; provided, however, that the COMPANY shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of the COOPERATIVE in the Cooperative Service Territory, including notice to the COOPERATIVE pursuant to Section 4.1.

Section 4.4: Retail Service at Facility Sites. Where either Party serves any of its facilities located in the Service Territory of the other Party pursuant to Sections 4.2 or 4.3 above, such Party may provide limited retail service on the site of the facility to prevent potential safety hazards or unsound operating conditions that would result from the construction and maintenance of lines and related facilities by the other Party to provide retail service at the site. As used in this section, limited retail service shall mean no more than three separate retail accounts with a combined load of 25 kW or less at any such site.

ARTICLE V PREREQUISITE APPROVAL

Section 5.1: Commission Approval. The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and approval of this Agreement in its entirety by the Commission shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until such approval has been obtained. Any proposed modification to this Agreement shall be agreed to in writing by the Parties and jointly submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the interpretation of this Agreement or the Parties' performance hereunder.

Section 5.2: Liability in the Event of Disapproval. In the event approval pursuant to Section 5.1 is not obtained, neither Party will have any liability or claim against the other arising under this Agreement.

ARTICLE VI DURATION

Section 6.1: Term. This Agreement shall continue and remain in effect for a period of twenty (20) years from the Effective Date.

ARTICLE VII CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Agreement shall restrict or affect in any manner the right of either Party to define or establish its retail service area with respect to any other electric utility. The Parties understand that the COOPERATIVE or the COMPANY may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities that have adjacent or overlapping service areas and that, in such event, nothing herein shall be construed to prevent the COOPERATIVE or the COMPANY from designating any portion of its Service Territory under this Agreement as the retail service area of such other electric utility.

Section 7.2: Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, 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.

Section 7.3: 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 actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

ARTICLE VIII MISCELLANEOUS

Section 8.1: Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions 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 unless made in writing, signed by both Parties, and approved by the Commission.

Section 8.2: 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, 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 and their respective representatives, successors, and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

To the COOPERATIVE:

Russell Henderson
Board President

Glades Electric Cooperative, Inc.
1190 Highway 27 East
Moore Haven, Florida 33471
PO Box 519
Moore Haven, Fl 33471

To the COMPANY:

Vincent Dolan
Vice President, Regulatory &
Customer Relations

Progress Energy Florida, Inc.
100 Central Avenue
St. Petersburg, Florida 33701
P.O. Box 14042
St. Petersburg, Florida 33733

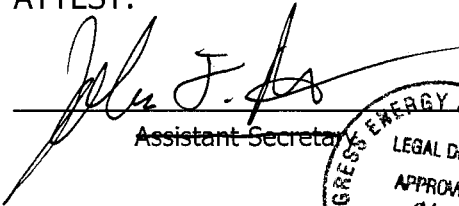
Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner provided herein.

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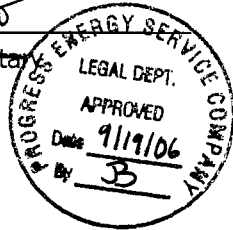
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in triplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

PROGRESS ENERGY FLORIDA, INC.

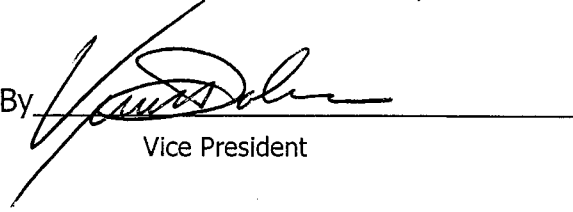
ATTEST:


Assistant Secretary

(SEAL)



By


Vice President

GLADES ELECTRIC COOPERATIVE, INC.

ATTEST:

PRESIDENT
[title]

(SEAL)

By

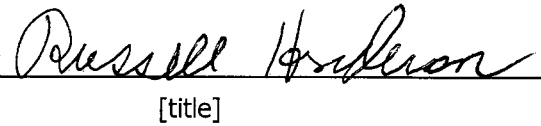
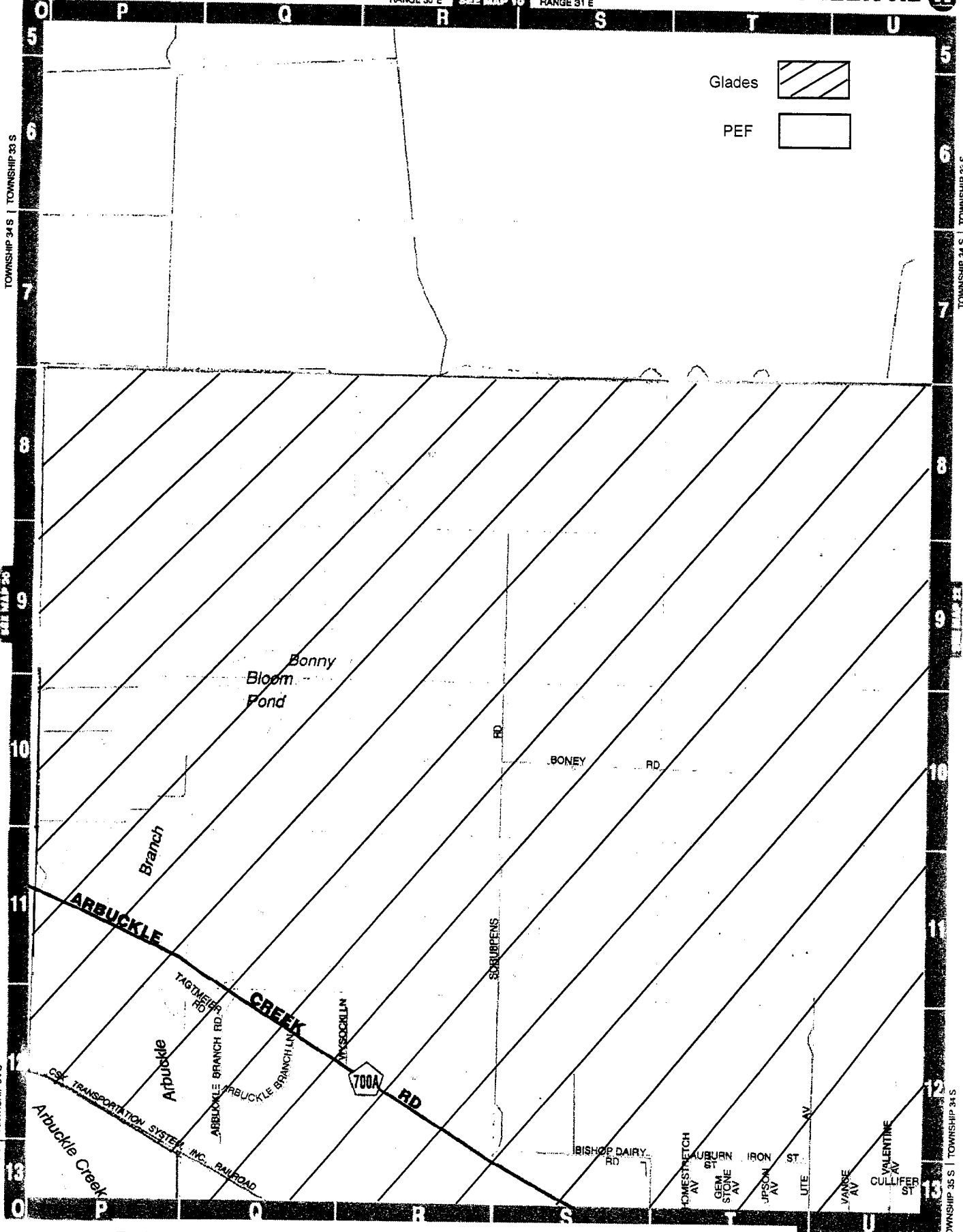

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EXHIBIT A

**MAPS DEPICTING THE TERRITORIAL BOUNDARY
LINE AND THE SERVICE TERRITORIES OF
THE COOPERATIVE AND THE COMPANY**

ARBUCKLE CREEK RD

RANGE 30 E SEE MAP 10 RANGE 31 E



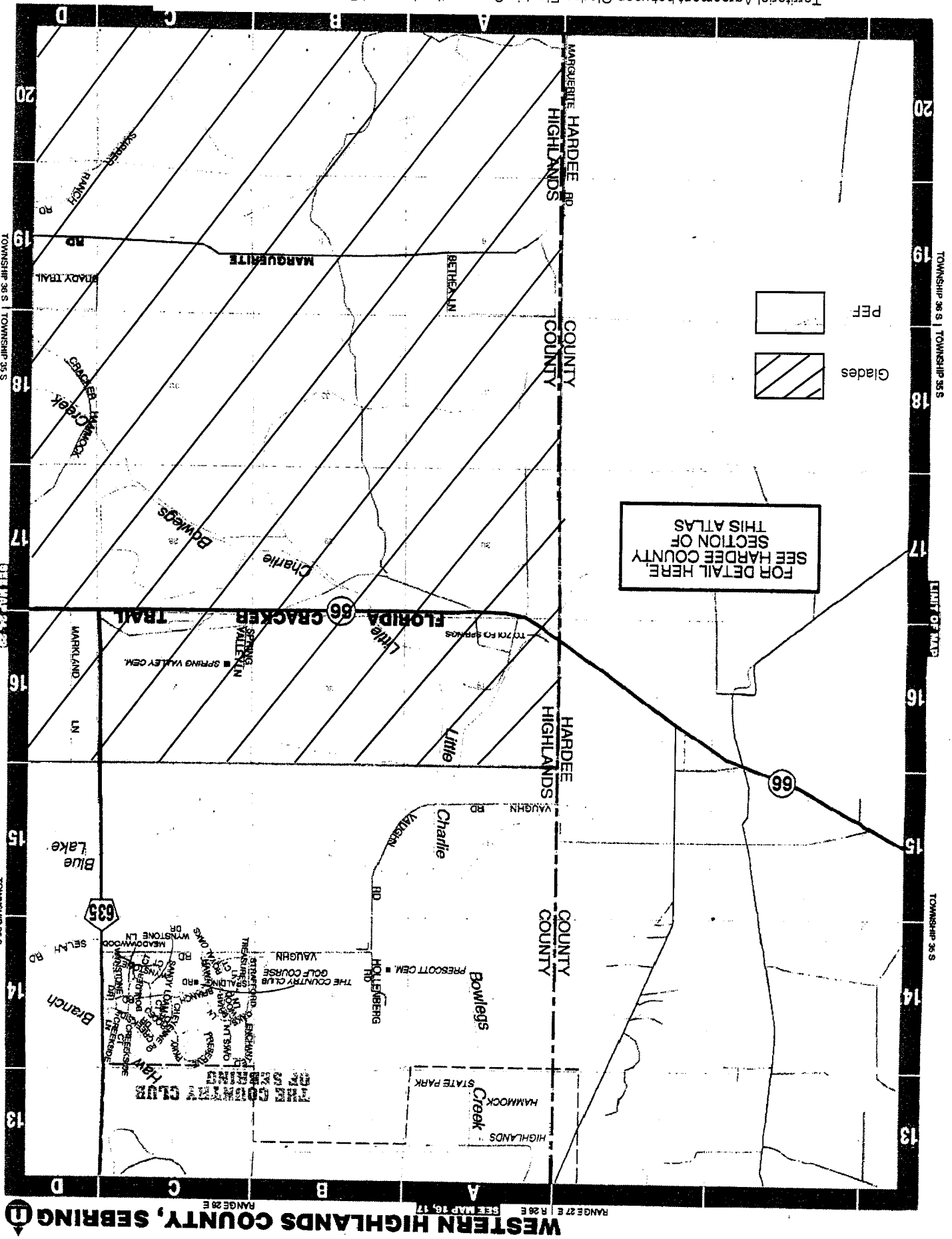
Date: 08/06

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida,

Exhibit A2 of 27

MAP 21

TOWNSHIP 34 S | TOWNSHIP 33 S
TOWNSHIP 34 S | TOWNSHIP 33 S
TOWNSHIP 35 S | TOWNSHIP 34 S



WESTERN HIGHLANDS COUNTY, SEBRING
 RANGE 27 E | RANGE 28 E | SEE MAP 19, 17 | RANGE 29 E

TOWNSHIP 36 S
 TOWNSHIP 35 S

TOWNSHIP 36 S | TOWNSHIP 35 S

TOWNSHIP 36 S

TOWNSHIP 36 S | TOWNSHIP 35 S

UNIT OF MAP

13

14

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16

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TOWNSHIP 36 S | TOWNSHIP 35 S

TOWNSHIP 36 S
 TOWNSHIP 35 S

TOWNSHIP 36 S

TOWNSHIP 36 S | TOWNSHIP 35 S

UNIT OF MAP

13

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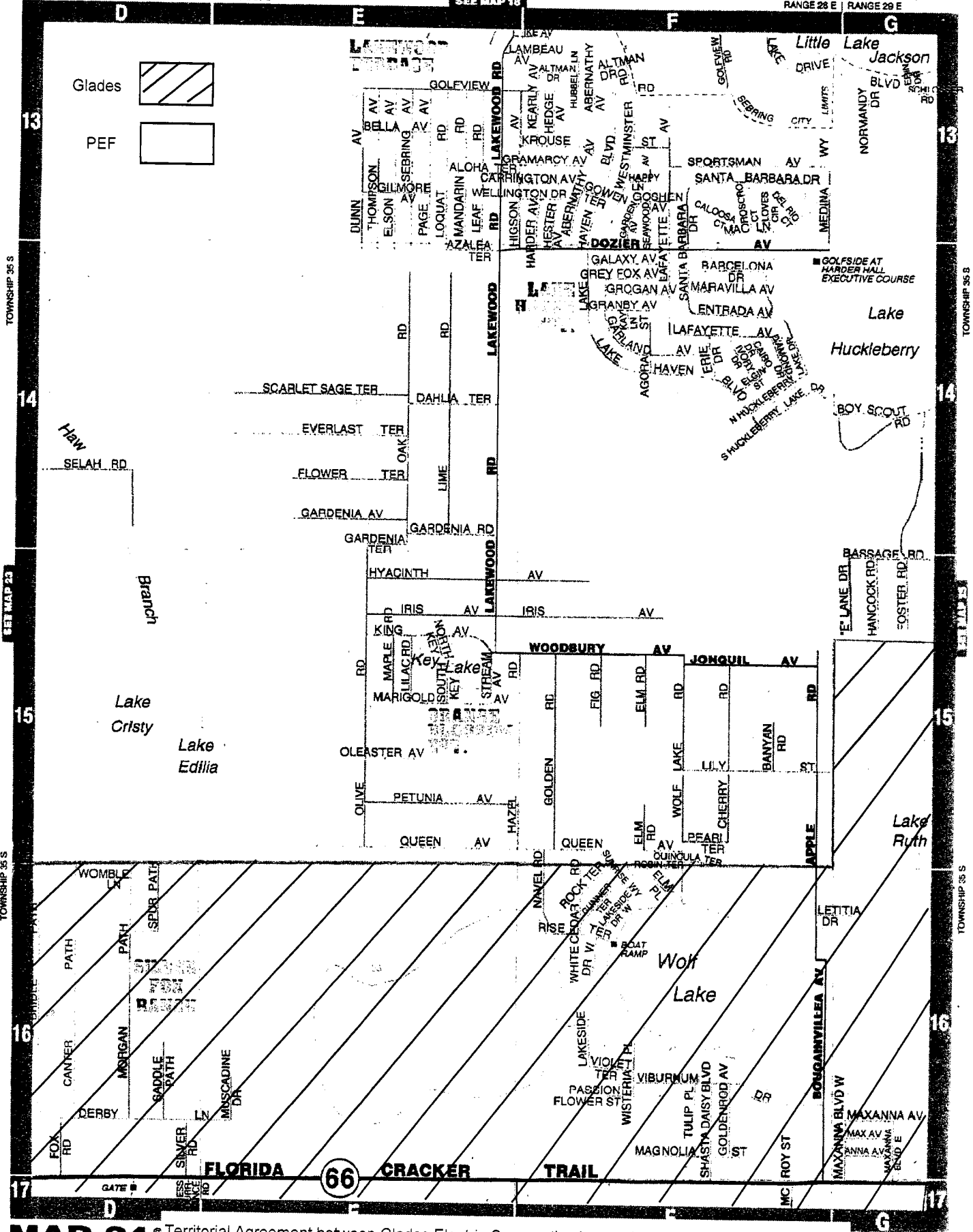
B

SOUTHWESTERN SEBRING

RANGE 28 E

SEE MAP 18

RANGE 28 E | RANGE 29 E




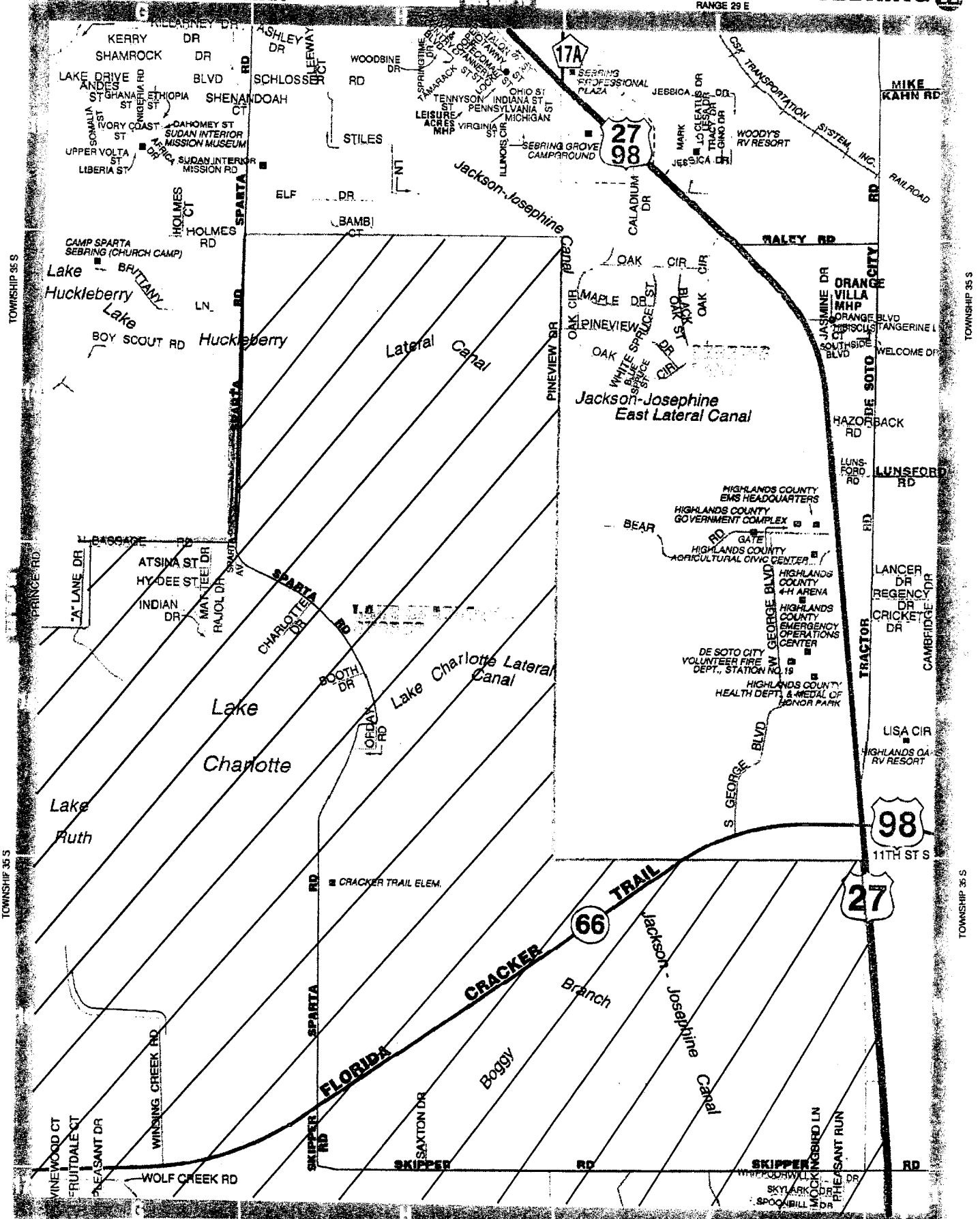
MAP 24 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. NGE 28 E

Date: 08/06

Exhibit A4 of 27

Glades  PEF 
RANGE 29 E

SOUTHERN SEBRING 
RANGE 29 E



Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 25**

Date: 08/06

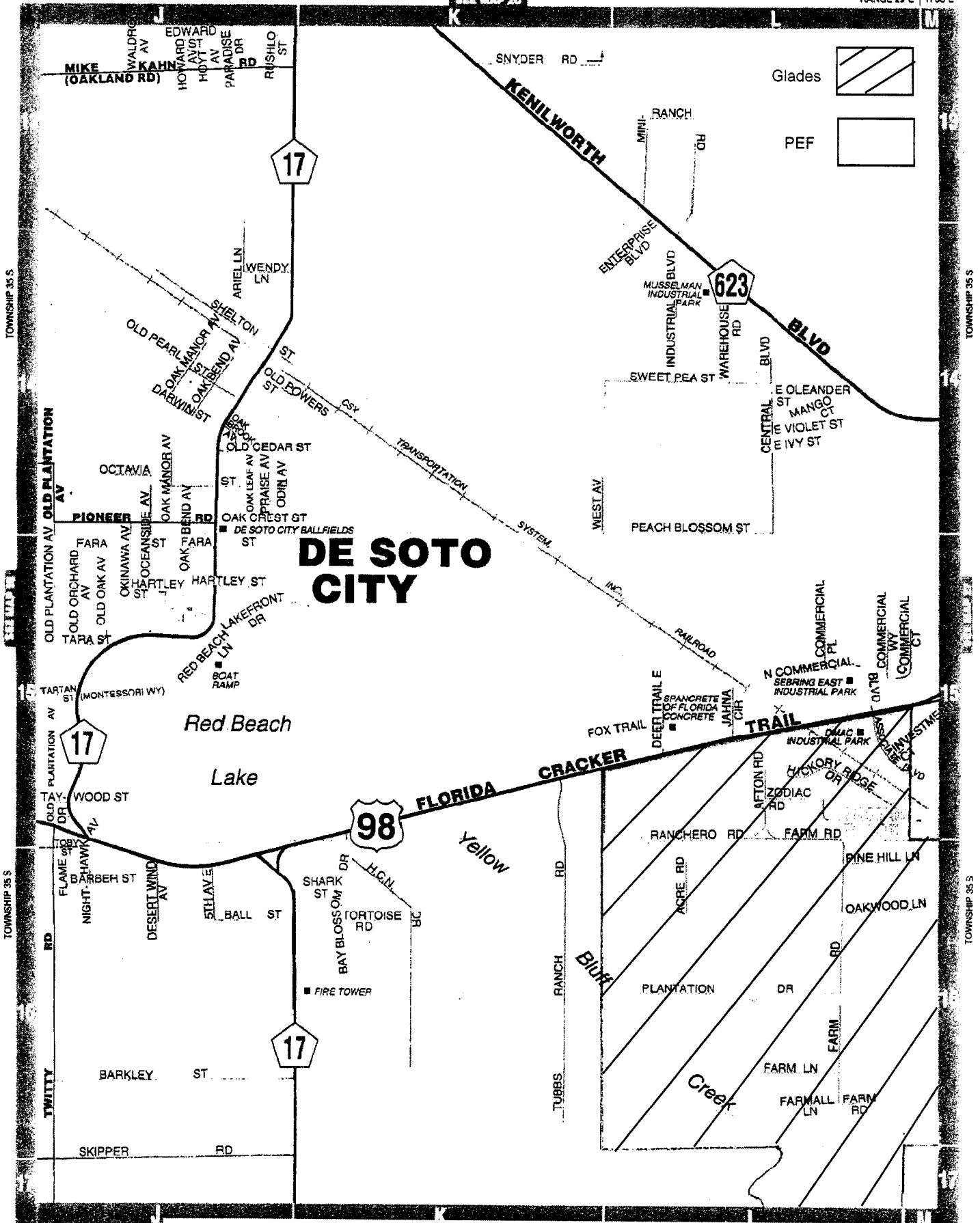
Exhibit A5 of 27

DE SOTO CITY

RANGE 29 E

SEE MAP 20

RANGE 29 E R 30 E



MAP 26 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

R 29 E R 30 E

Date: 08/06

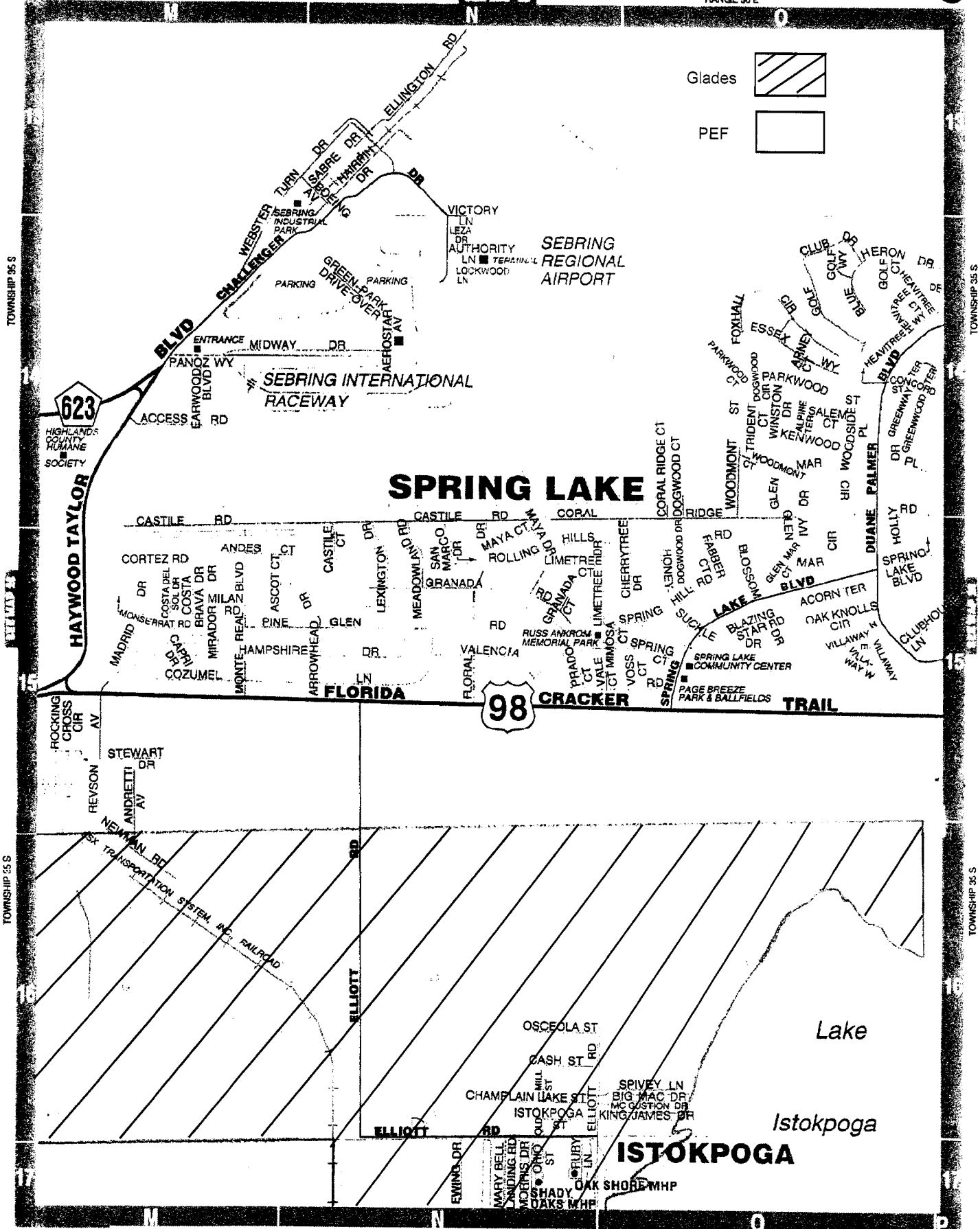
Exhibit A6 of 27

SEBRING AIRPORT, SEBRING RACEWAY, SPRING LAKE, ISTOKPOGA

RANGE 30 E

RANGE 30 E

RANGE 30 E



TOWNSHIP 36 S

TOWNSHIP 36 S

TOWNSHIP 35 S

TOWNSHIP 35 S

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 27**

Date: 08/06

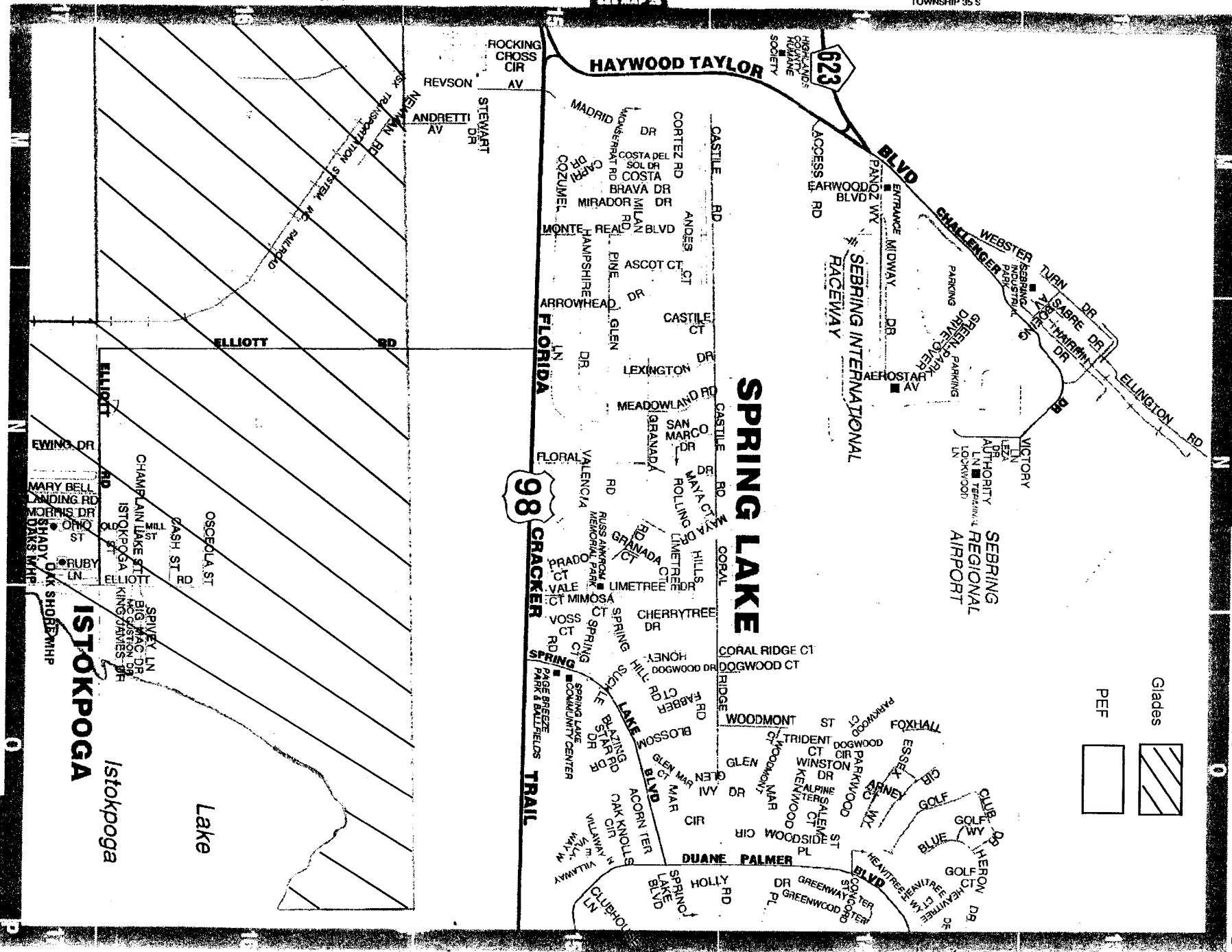
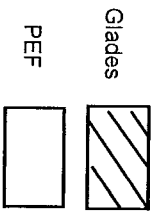
Exhibit A7 of 27

SEBRING AIRPORT, SEBRING RACEWAY, SPRING LAKE, ISTOKPOGA

RANGE 30 E

SECTION 20

RANGE 30 E



TOWNSHIP 35 S

TOWNSHIP 35 S

TOWNSHIP 35 S

TOWNSHIP 35 S

Date: 08/06

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 27**
Exhibit A7 of 27

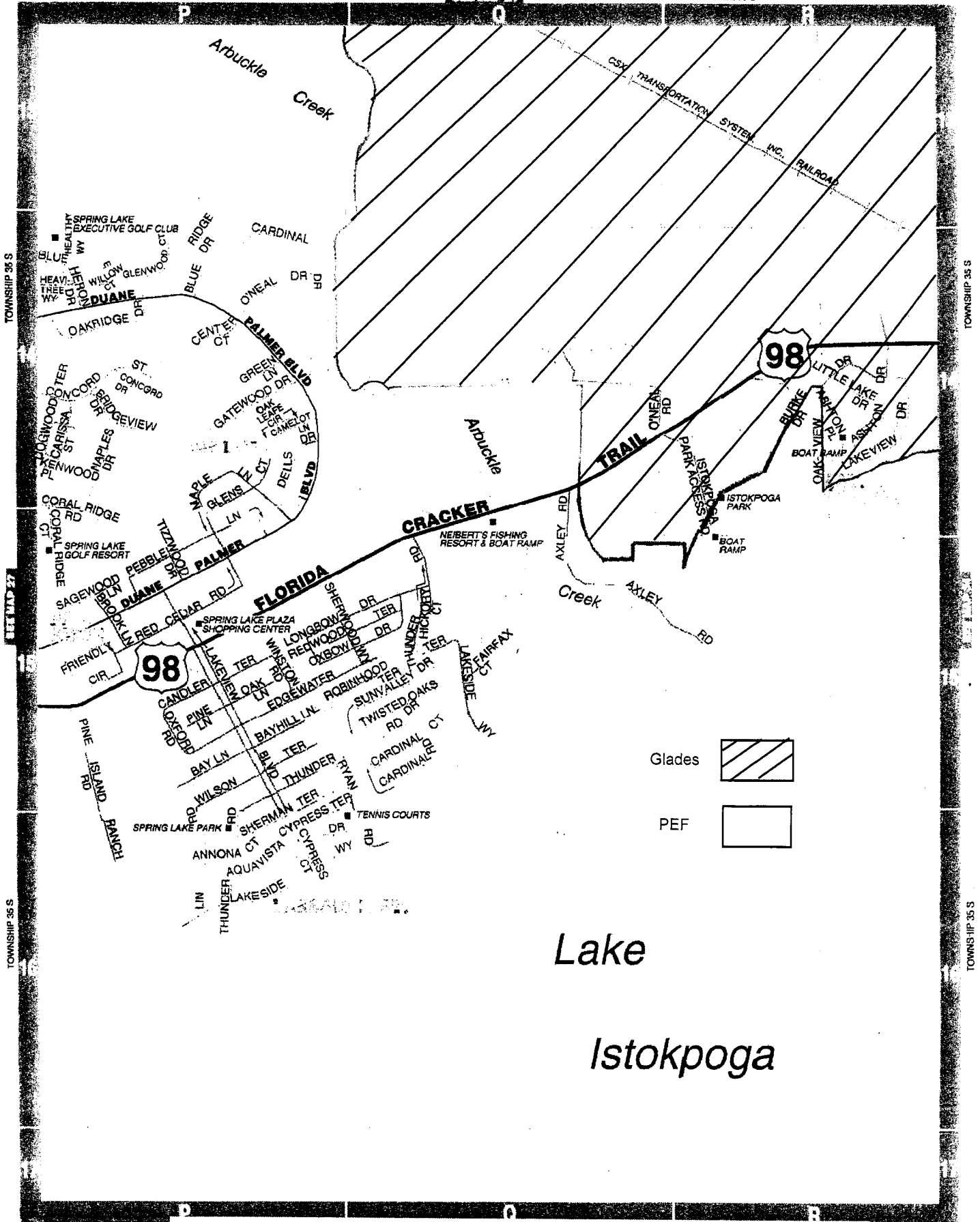


SPRING LAKE, LAKE ISTOKPOGA

RANGE 30 E

SEE MAP 27

RANGE 30 E



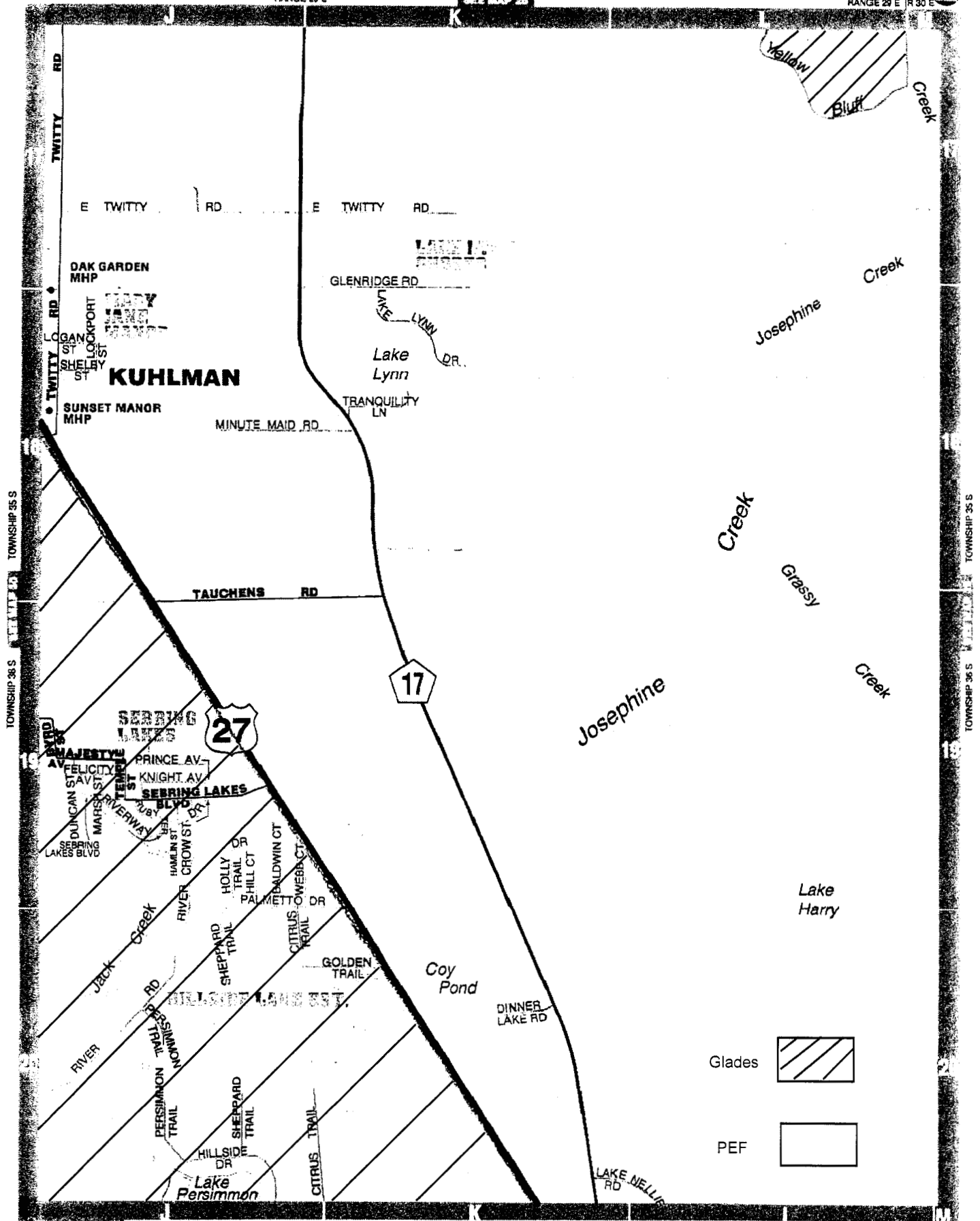
Lake
Istokpoga

KUHLMAN, SEBRING LAKES, LAKE JOSEPHINE

RANGE 29 E

SEE MAP 28

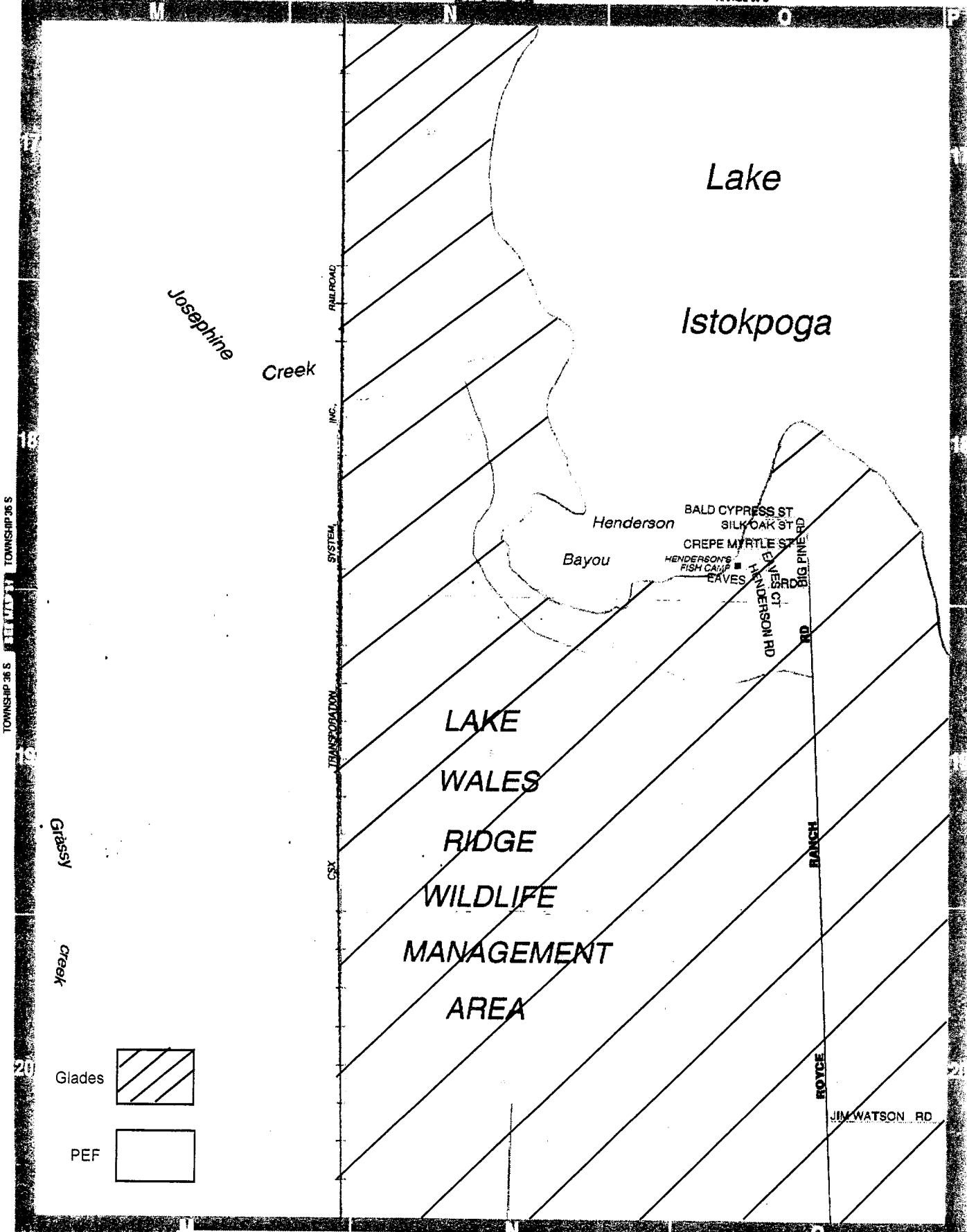
RANGE 29 E R 30 E



LAKE ISTOKPOGA
RANGE 30 E

SEE MAP 37

RANGE 30 E



MAP 32 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

Date: 08/06

Exhibit A11 of 27

LAKE ISTOKPOGA

RANGE 30 E

RANGE 30 E

Glades



PEF



Lake

Istokpoga

TOWNSHIP 36 S
TOWNSHIP 35 S

TOWNSHIP 36 S
TOWNSHIP 35 S

JM. WATSON
RD

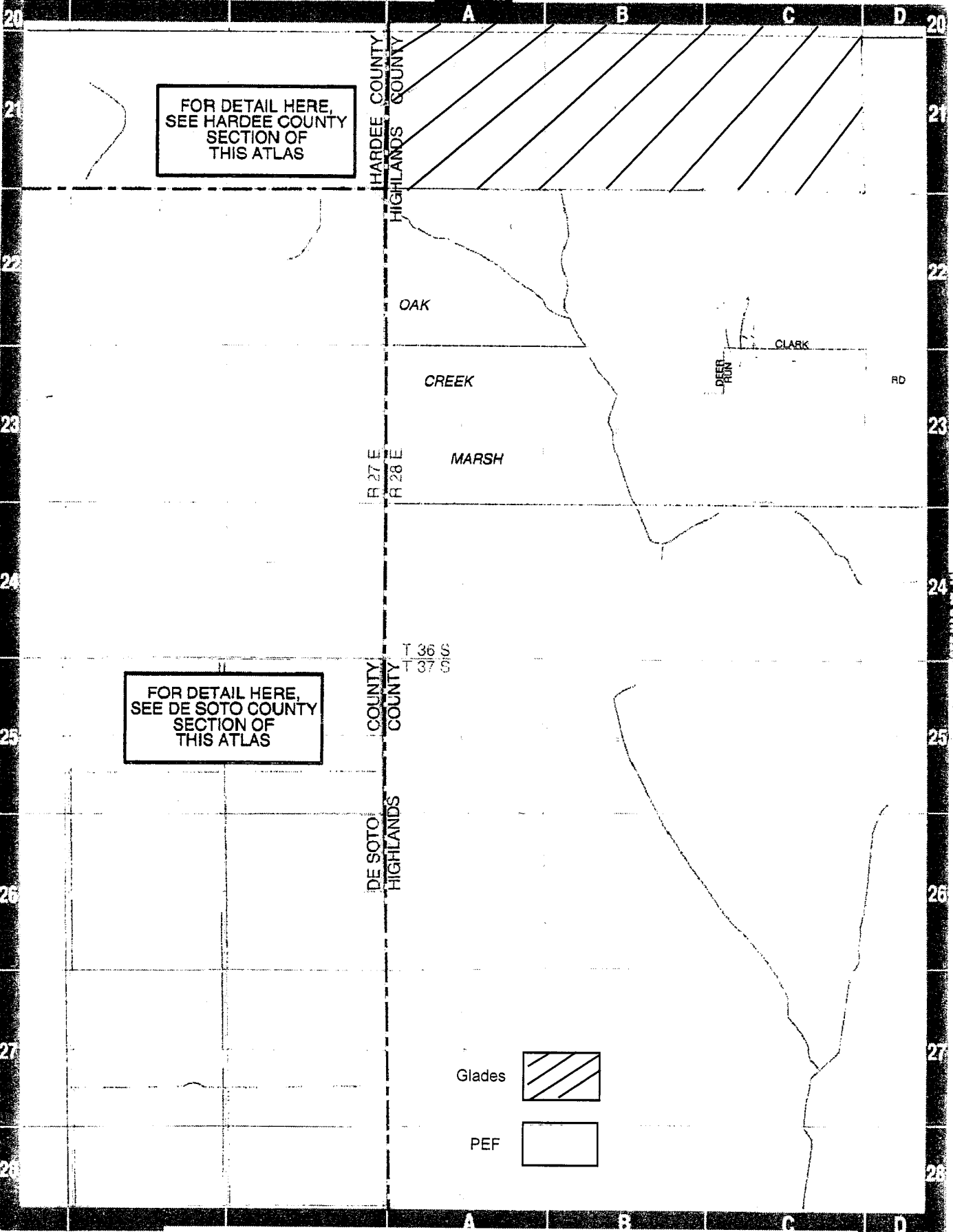


WEST OF LAKE JUNE-IN-WINTER, WESTERN HIGHLANDS COUNTY

RANGE 27 E | R 26 E

SEE MAP 23

RANGE 28 E



FOR DETAIL HERE,
SEE HARDEE COUNTY
SECTION OF
THIS ATLAS

FOR DETAIL HERE,
SEE DE SOTO COUNTY
SECTION OF
THIS ATLAS

Glades



PEF



LEISURE LAKES

RANGE 28 E

RANGE 28 E RANGE 29 E

TOWNSHIP 36 S

TOWNSHIP 36 S

TOWNSHIP 36 S

TOWNSHIP 36 S

NORTHERN

BLVD

ST ST

DEVA ST

CHENIERE ST

MCKAY ST

GAINES AV

CAMILO AV

CREST ST

SAN AV

CALAMEDA AV

PASO FINO

DR ST

MARIANA AV

CABERNET AV

HOFFMAN ST

WESTERN TANGIER ST

BROKEN OAK ST

SNIP LN

WYSTON ST

TOLEDO ST

LOVER OAK ST

HALL SHIRE AV

CLAYTON ST

GARDENDALE AV

WHIMBREL AV

SONG AV

SPARROW BLVD

FORRESTEDGE AV

GLENN ELLEN AV

LAKE JUNE

BLVD

ST. BLOWERING

CHERRY A

GREENDALE DR

FINE KNOW RD

BBEAKNEC RD

BRAXTON RD

RHODODENDRON RD

GERBER AV

MILLER AV

RHODODENDRON RD

GATE

JACK'S RD

HEARDS

BLUEBIRD AV

GARDENSIDE AV

GLENSIDE AV

CROWNGATE RD

COPPER RIDGE AV

HIGHLANDS COUNTY CLAY PIT RD

CLARK RD

CLARK RD

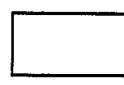
CLARK RD

JACK'S RD

Glades



PEF

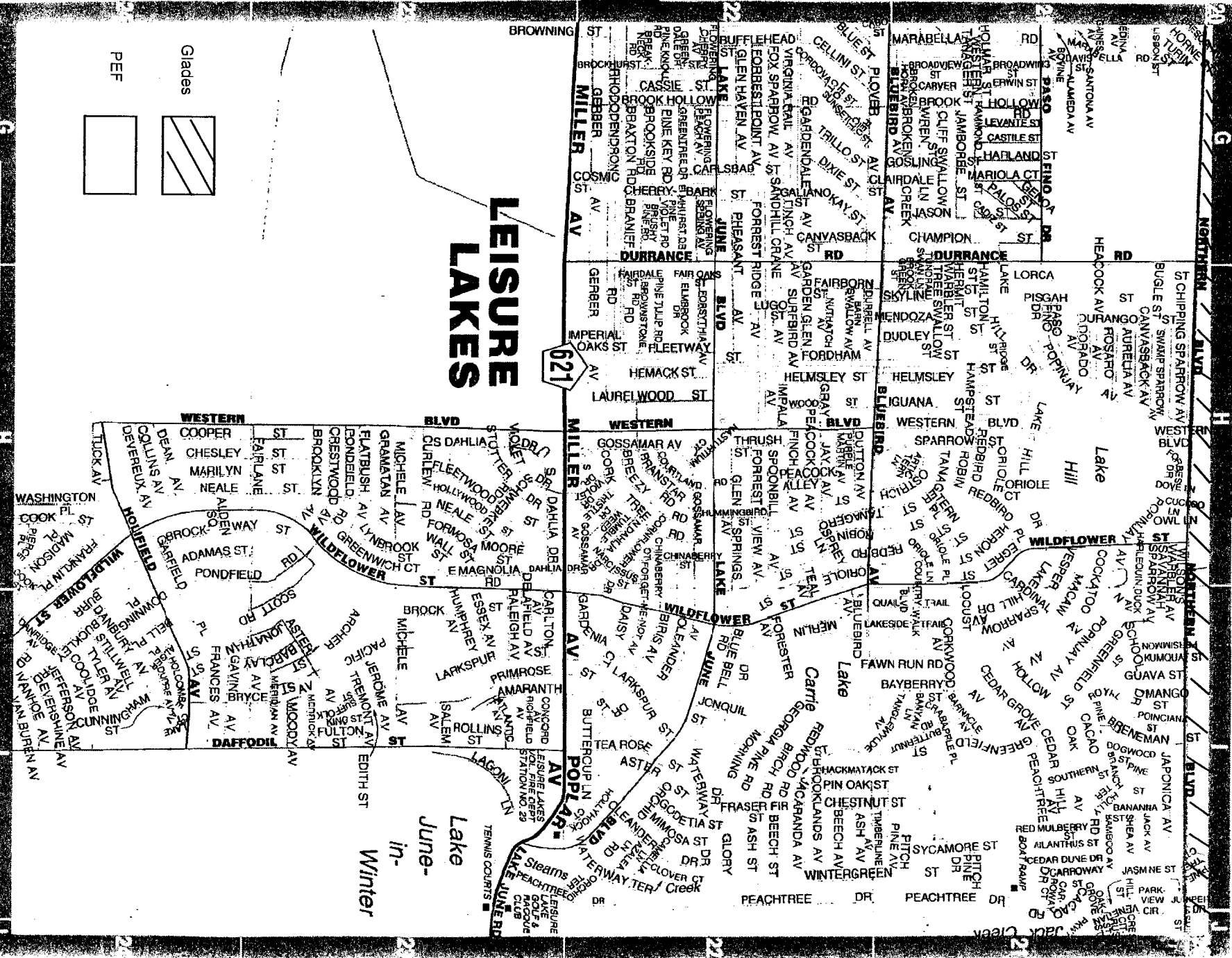


Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida,

MAP 37

Date: 08/06

Exhibit A14 of 27



LEISURE LAKES

621

Glades

PEF

Lake June-
in-
Winter

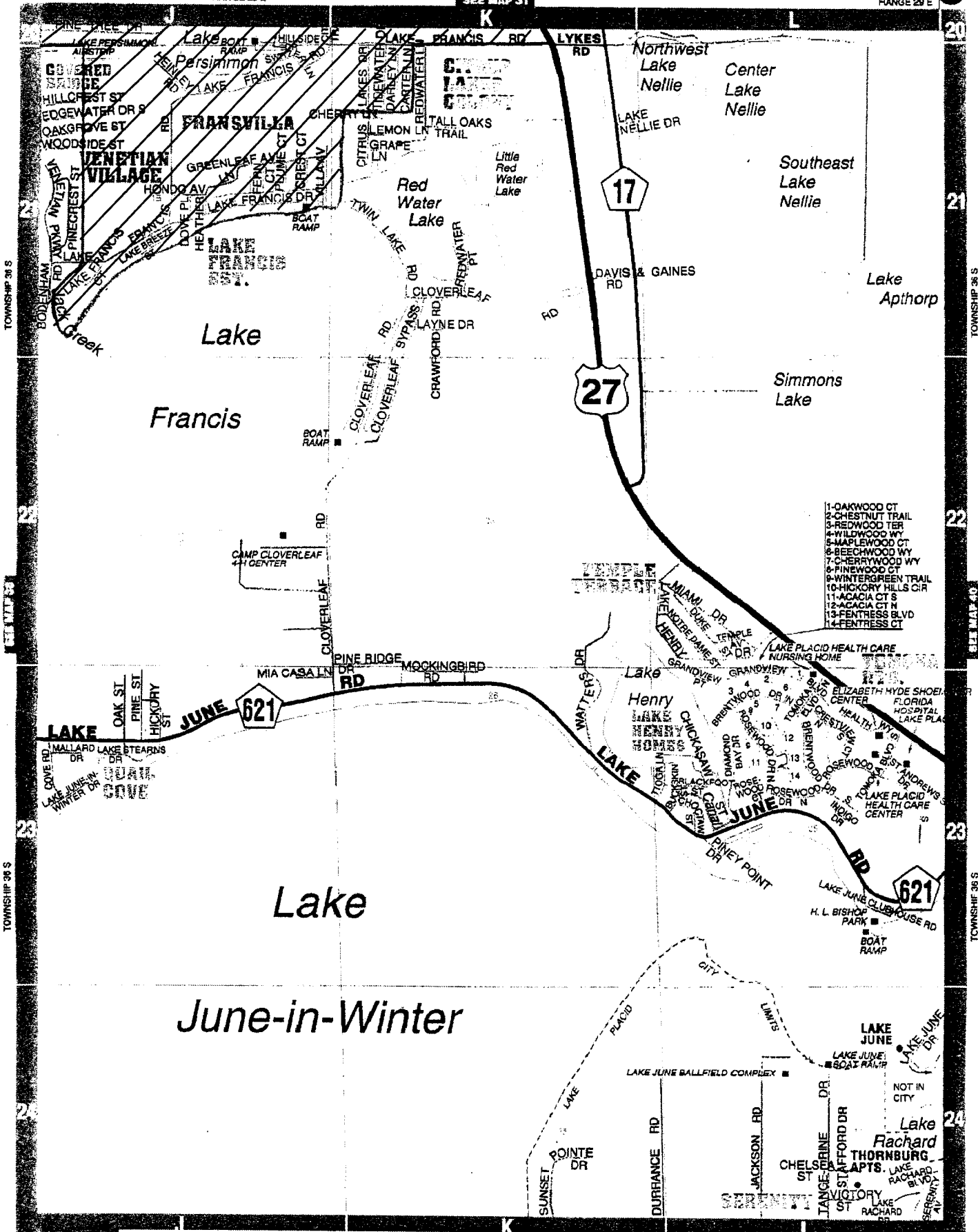


RANGE 29 E

LAKE PLACID, LAKE JUNE - IN - WINTER

SEE MAP 31

RANGE 29 E



- 1-OAKWOOD CT
- 2-CHESTNUT TRAIL
- 3-REDWOOD TER
- 4-WILDWOOD WY
- 5-MAPLEWOOD CT
- 6-BEECHWOOD WY
- 7-CHERRYWOOD WY
- 8-PINEWOOD CT
- 9-WINTERGREEN TRAIL
- 10-HICKORY HILLS CIR
- 11-ACACIA CT S
- 12-ACACIA CT N
- 13-FENTRESS BLVD
- 14-FENTRESS CT

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 39**

Date: 06/06

Exhibit A16 of 27



HIGHLANDS PARK EST., LAKE PLACID, LAKE CLAY

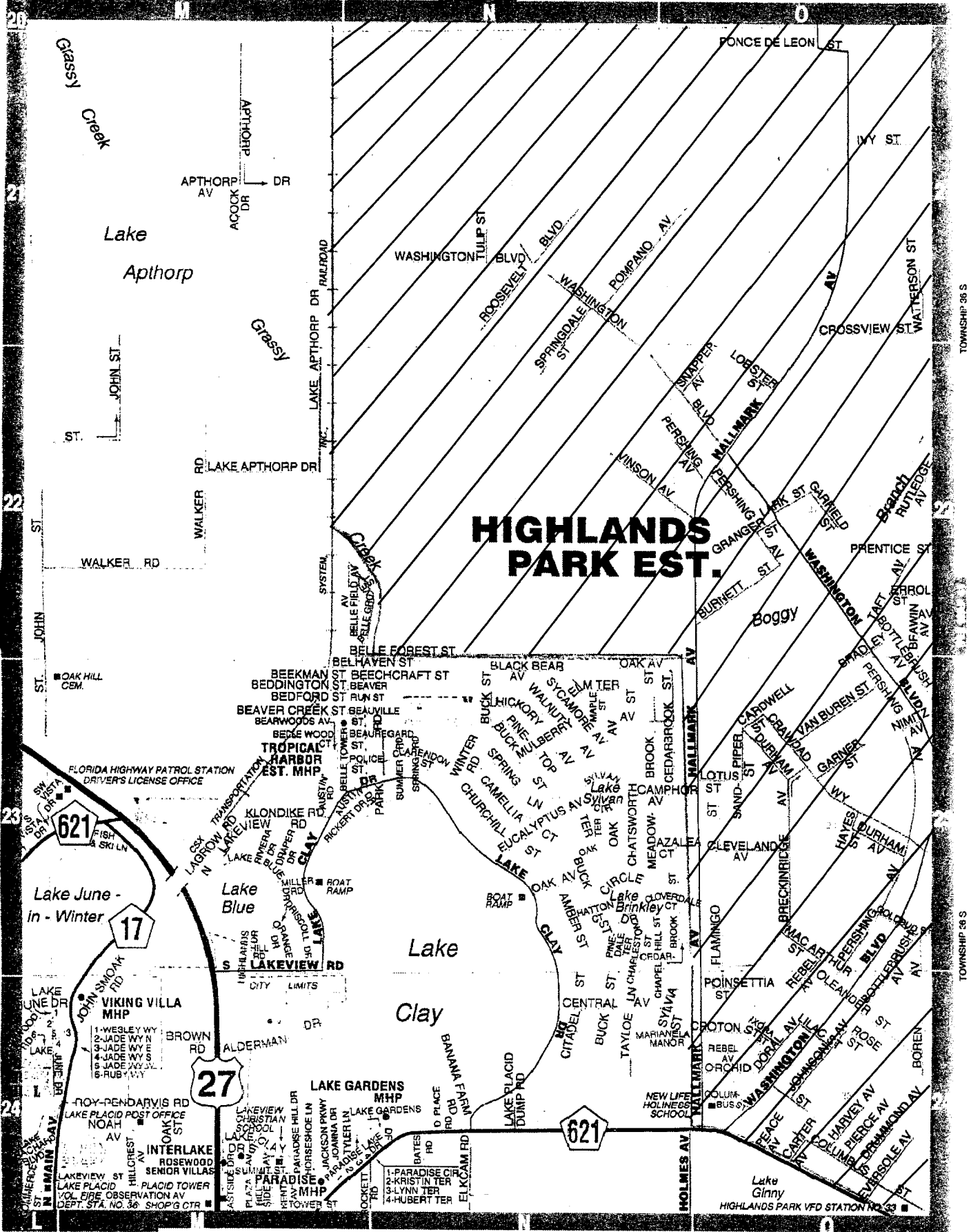
RANGE 30 E

SECTION 22

RANGE 30 E

Glades 

PEF 



MAP 40 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

Date: 08/06


Exhibit A17 of 27

HIGHLANDS PARK EST.

RANGE 30 E

SET MAP 40

RANGE 30 E

Glades 

PEF 

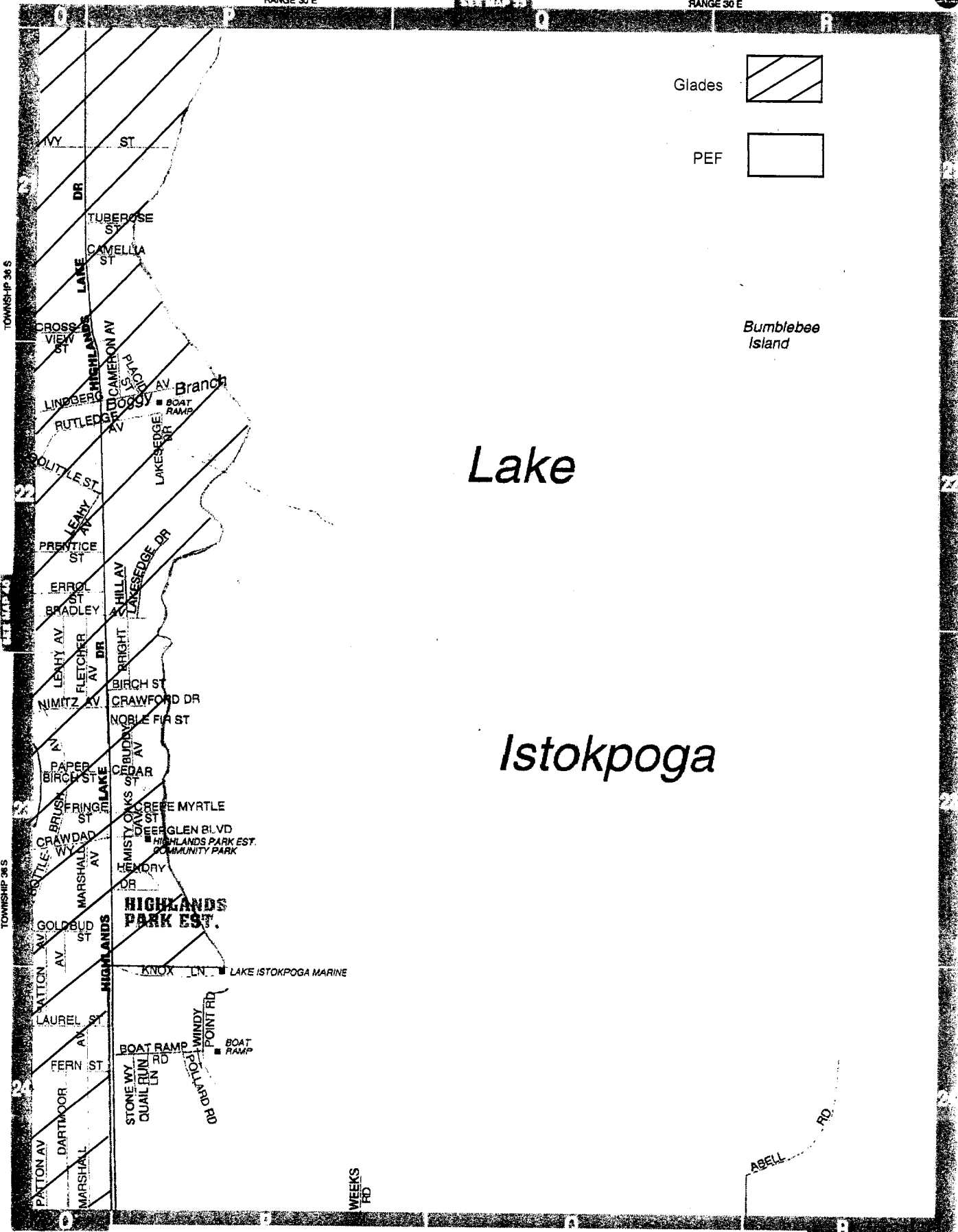
Bumblebee Island

Lake

Istokpoga

HIGHLANDS PARK EST.

LAKE ISTOKPOGA MARINE



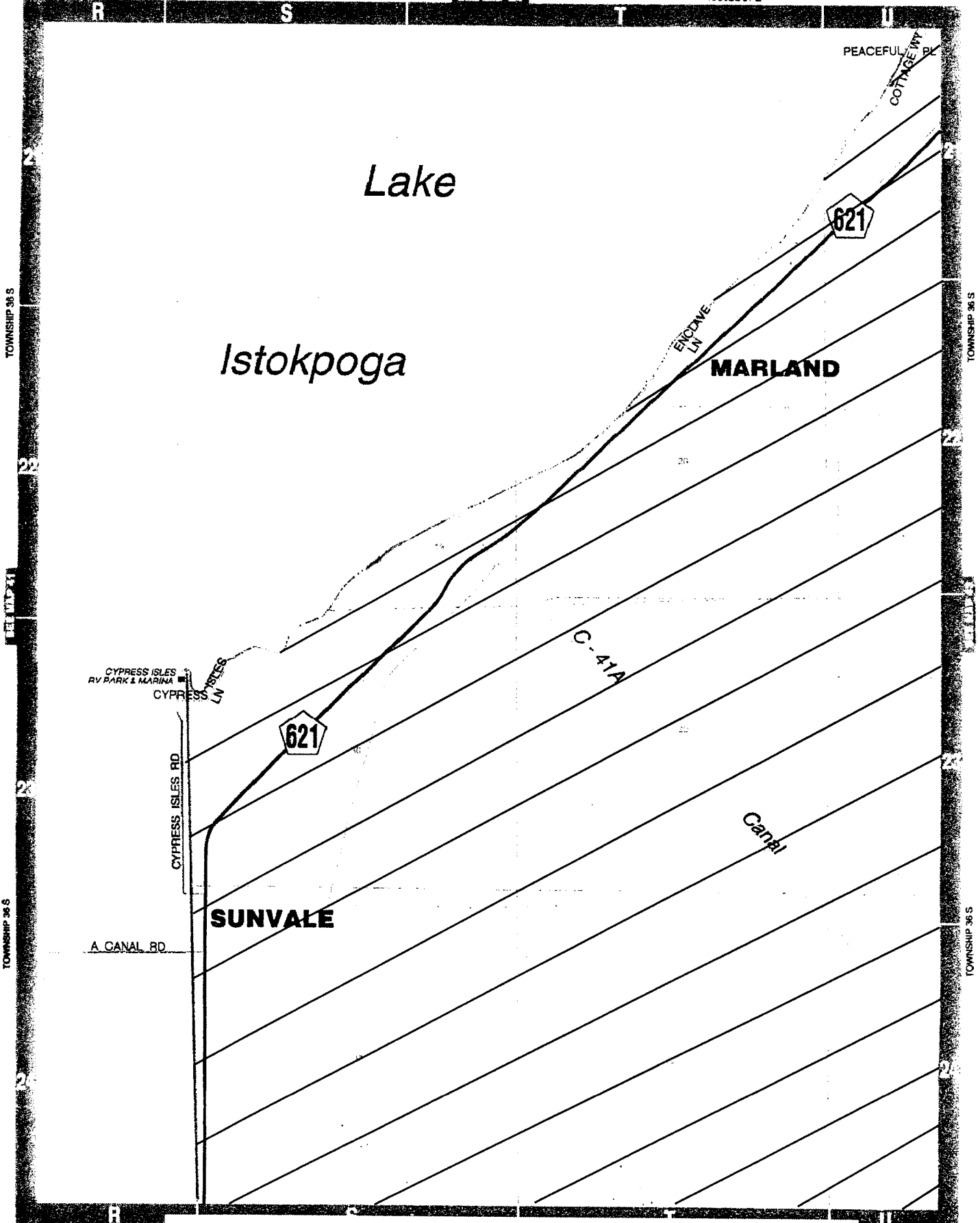
LAKE ISTOKPOGA, MARLAND, SUNVALE

RANGE 30 E | RANGE 31 E

SEE MAP 24

Glades  RANGE 31 E

PEF 



WEST OF LAKE PLACID

RANGE 28 E

SEE MAP 37

RANGE 28 E | RANGE 29 E

TOWNSHIP 37 S | TOWNSHIP 36 S

TOWNSHIP 37 S | TOWNSHIP 36 S

Glades



PEF



Fisheating

Creek

SEE MAP 37

SEE MAP 37

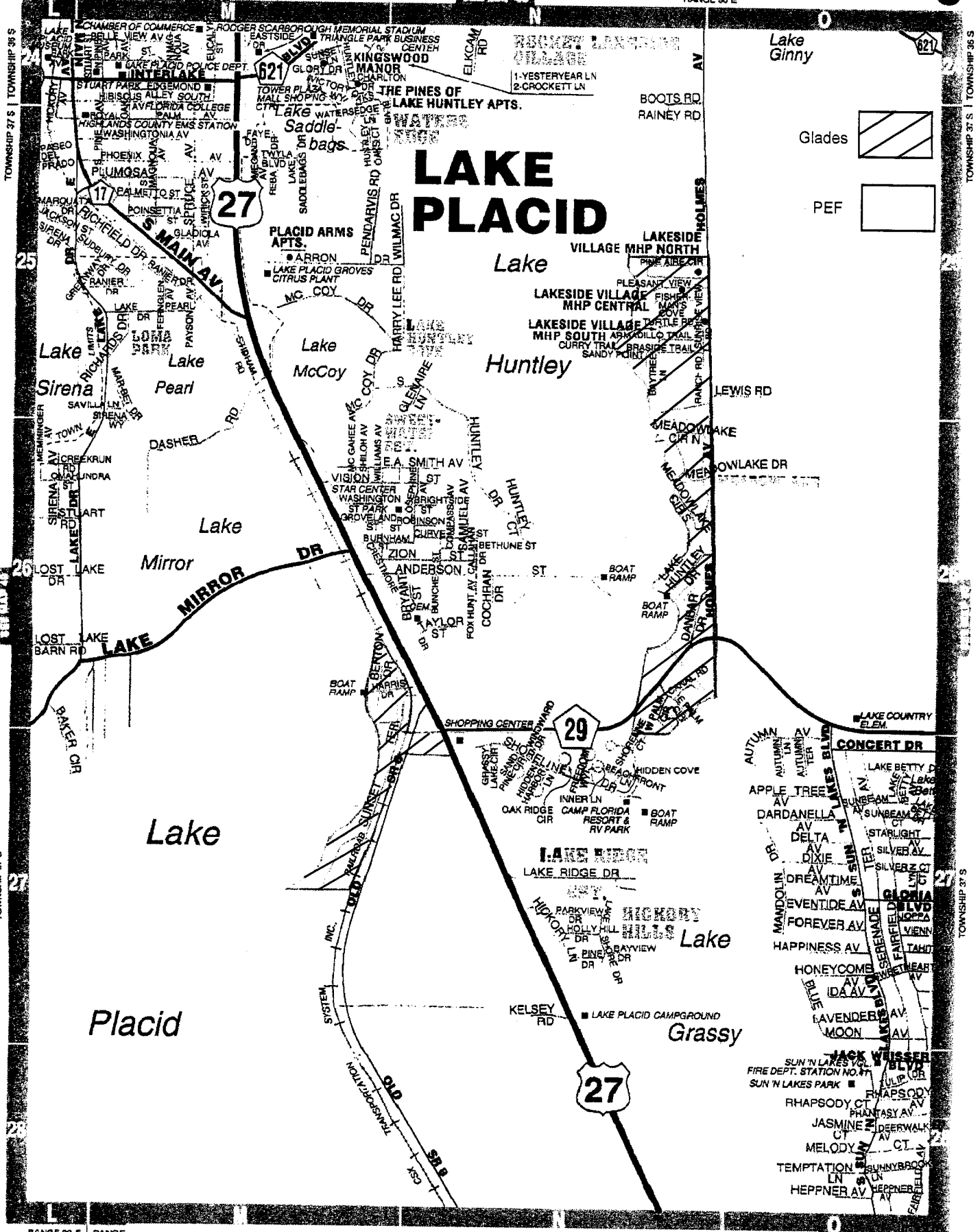
TOWNSHIP 37 S

TOWNSHIP 37 S

LAKE PLACID, HIGHLANDS PARK EST., SUN 'N LAKES EST.

RANGE 29 E | RANGE 30 E

RANGE 30 E





Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

MAP 49

Date: 08/06

Exhibit A21 of 27

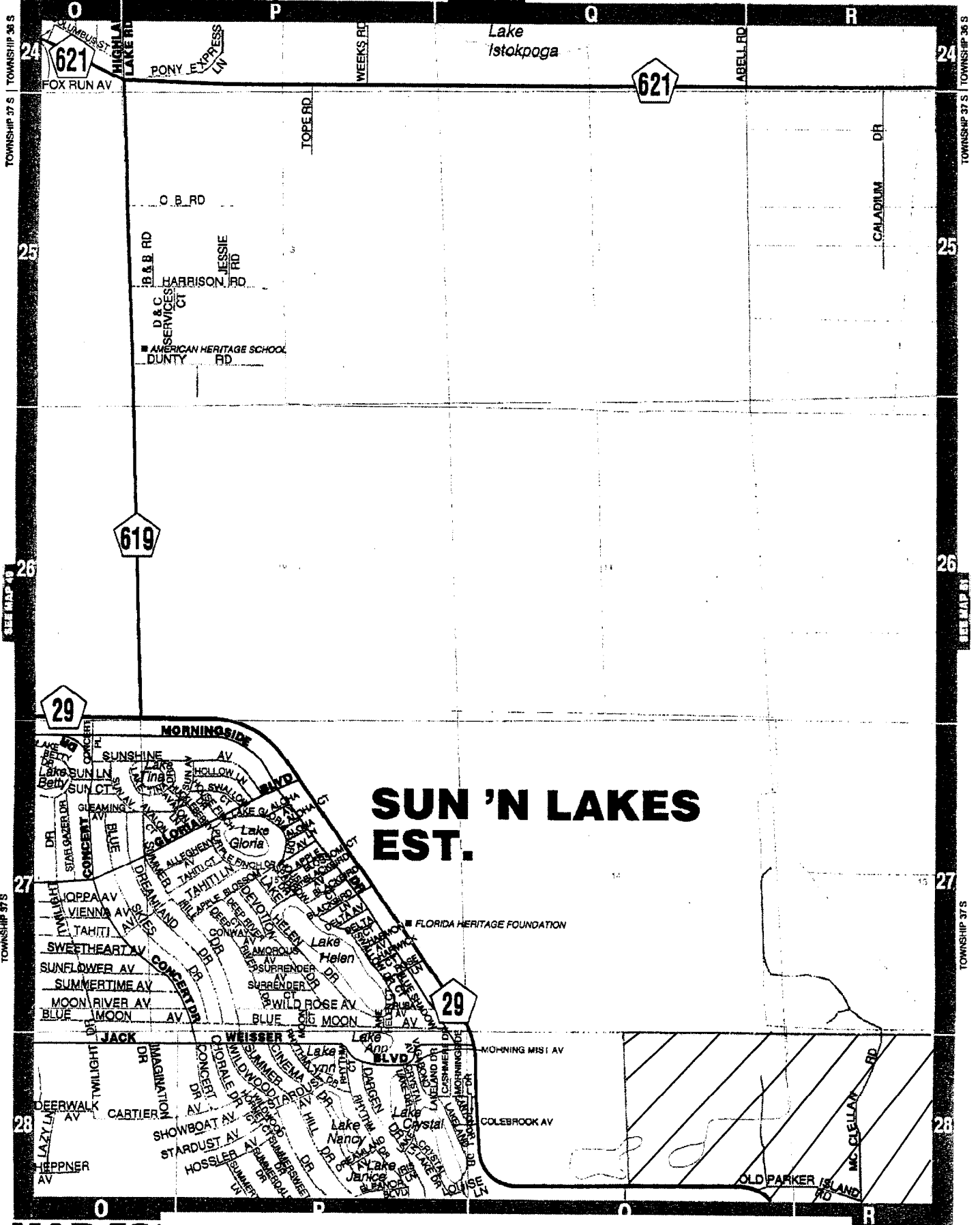
SUN 'N LAKES EST., HIGHLANDS PARK EST.

Glades  PEF 

RANGE 30 E

SEE MAP 41

RANGE 30 E




SUN 'N LAKES EST.

MAP 50 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

Date: 08/06

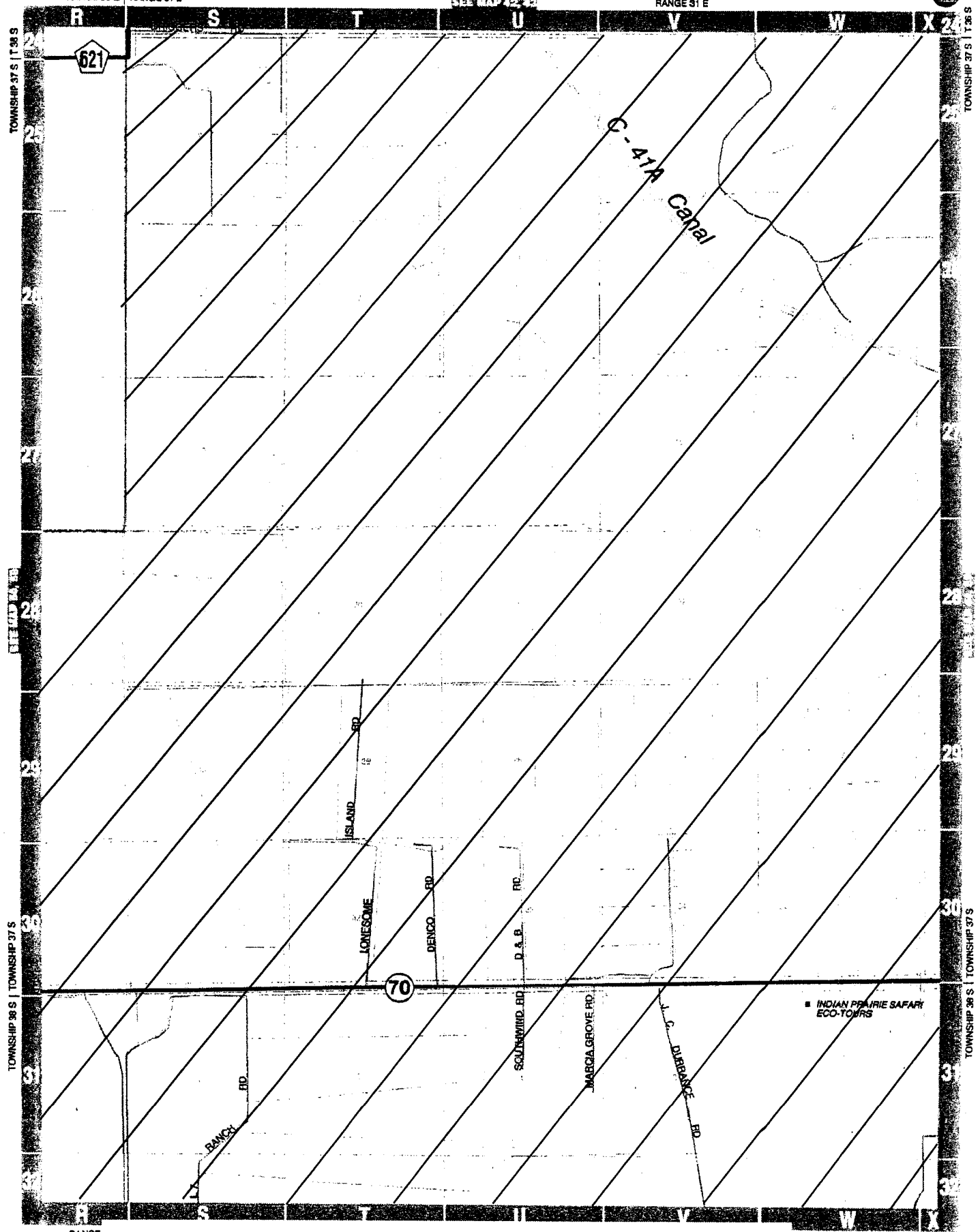
Exhibit A22 of 27

Glades  PEF 

EAST OF LAKE PLACID

RANGE 31 E

SEE MAP 42-22



Range Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. FL **MAP 51**

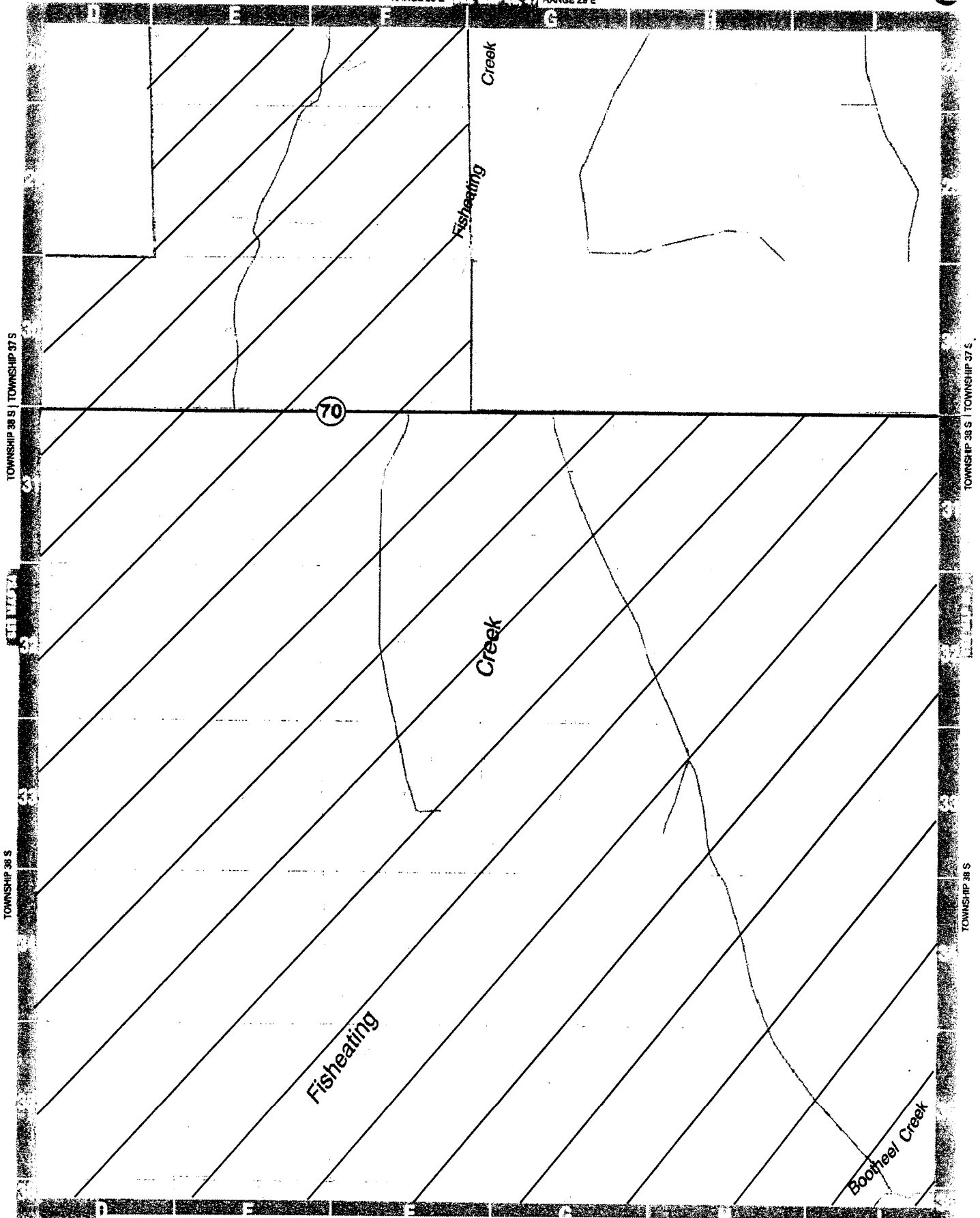
Date: 08/06

Exhibit A23 of 27

Glades  PEF 

WESTERN HIGHLANDS COUNTY

RANGE 28 E RANGE 29 E



Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 55**

Date: 08/06

Exhibit A24 of 27

PLACID LAKES

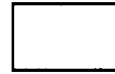
RANGE 29 E

SEE MAP 48

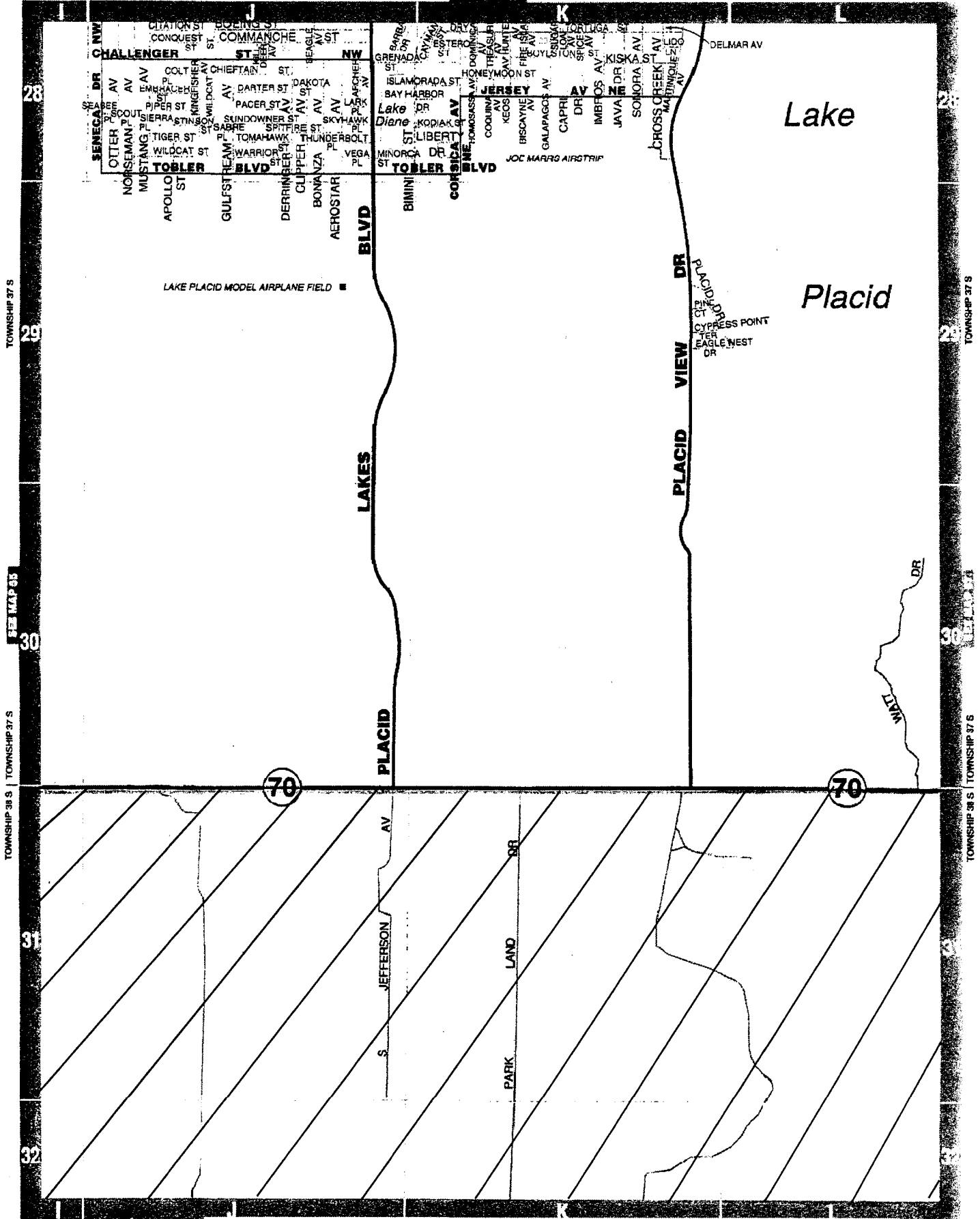
Glades



PEF



RANGE 29 E

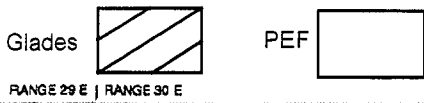


MAP 56

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

Date: 08/06

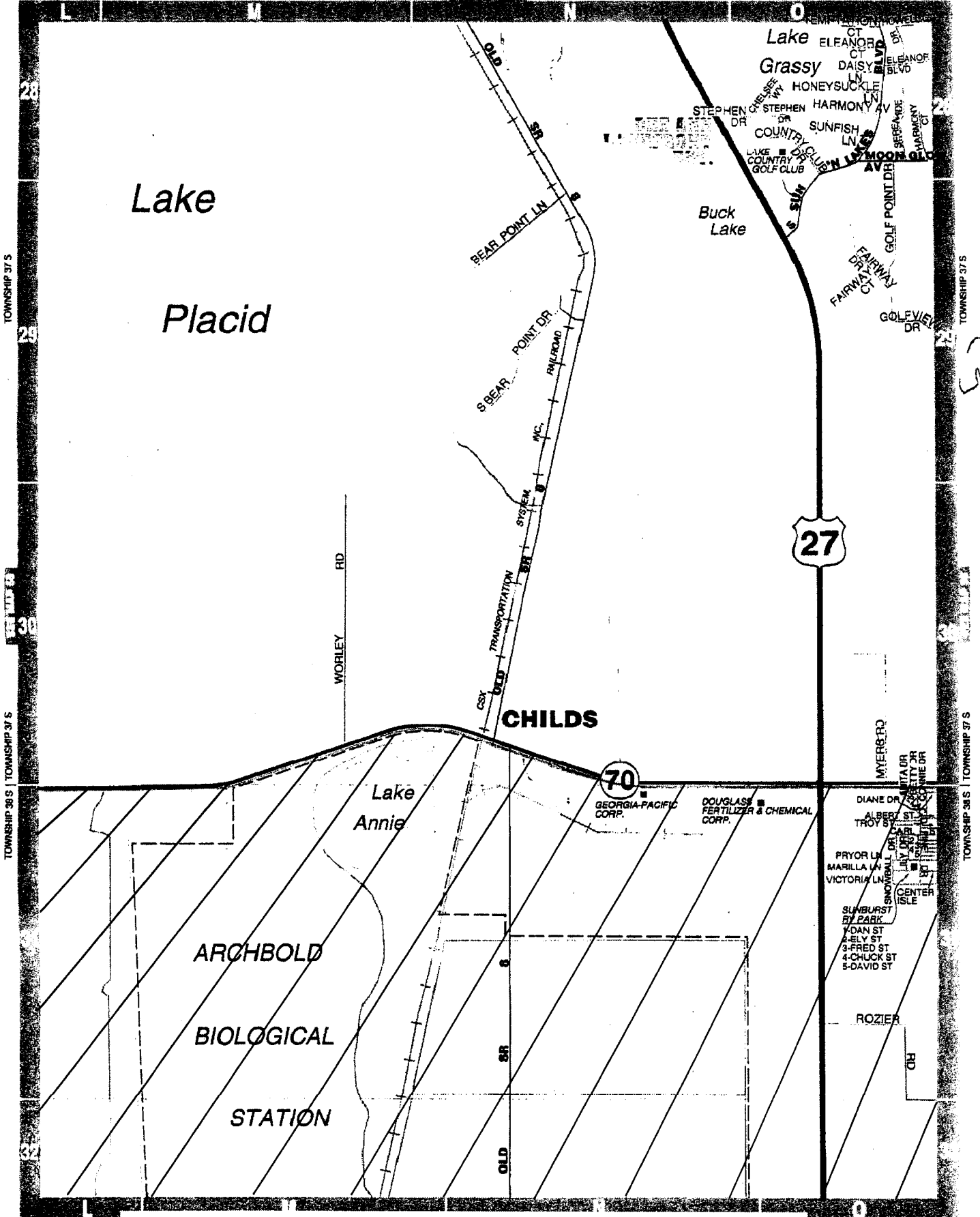
Exhibit A25 of 27



CHILDS, SUN 'N LAKES EST.

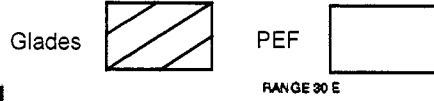
RANGE 29 E | RANGE 30 E

RANGE 30 E



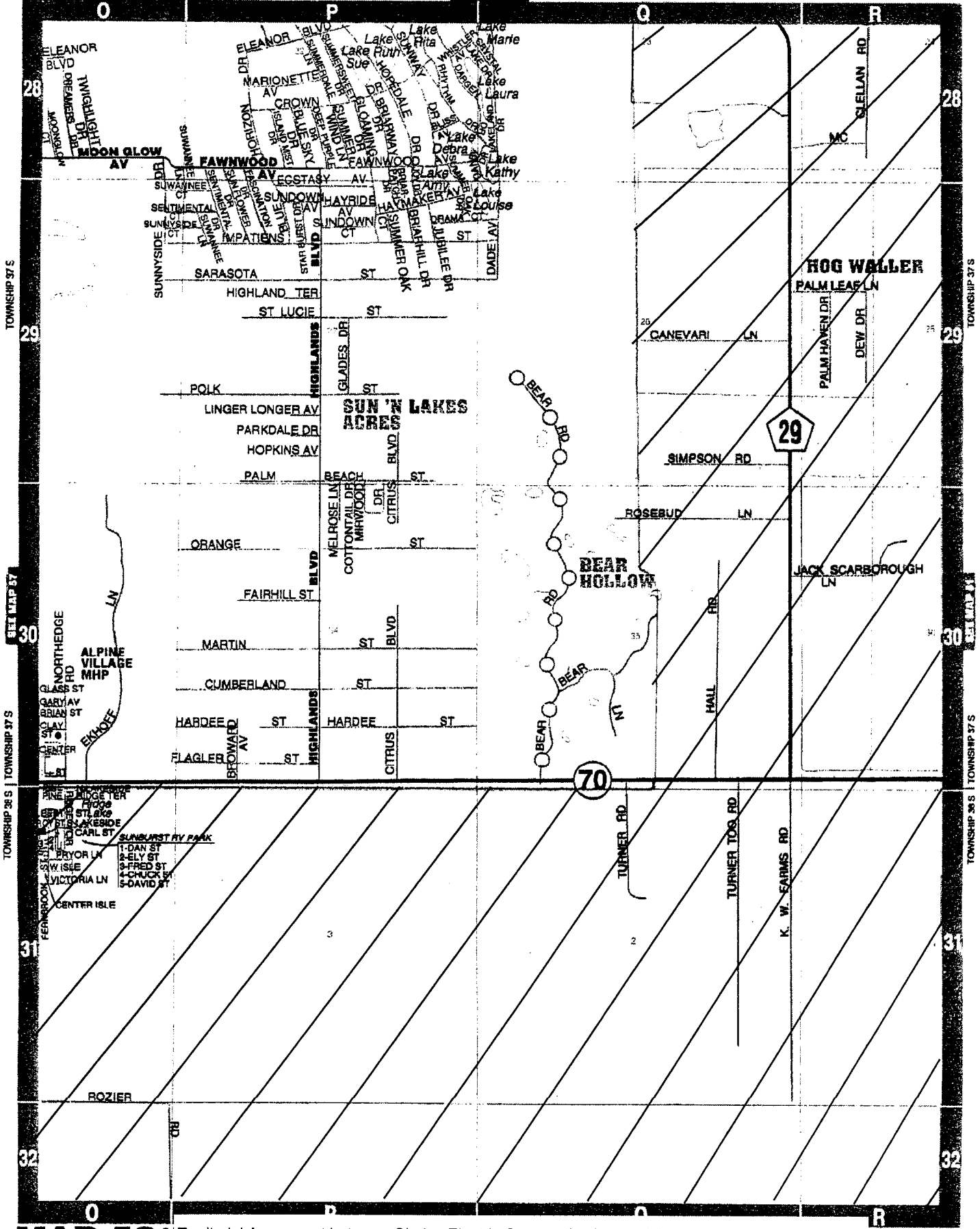
RANGE: Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc. **MAP 57**

SUN 'N LAKES EST.
RANGE 30 E



SEE MAP 50

RANGE 30 E



MAP 58 Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

Date: 08/06

Exhibit A27 of 27

EXHIBIT B

**Areas to be served by Glades Electric Cooperative, Inc.
temporarily**

Area near Box Ranch.

(1) Sections 31, 32, 33 in Township 37 south, Range 29 east. This is 2 miles west of Placid Lakes Blvd. on north side of State Road 70.

Blinking light on curve.

(2) South East $\frac{1}{4}$ of Section 7 Township 35 south, Range 29 east. This is North West corner of the intersection of Sparta Rd and Bassage Rd.

PEF Territorial being temporarily served by Glades (Sec. 2.3)



PEF

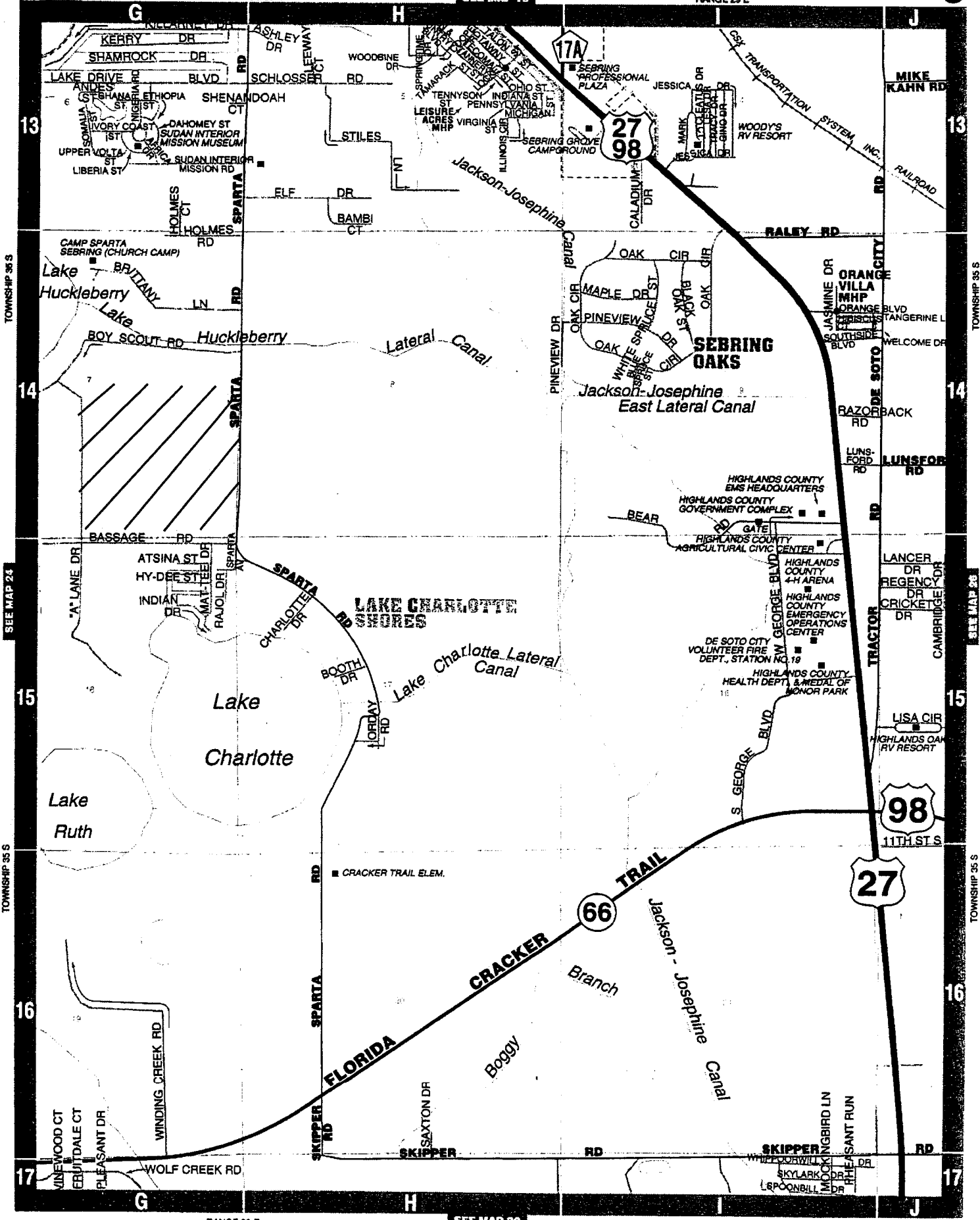


SOUTHERN SEBRING

RANGE 29 E

SEE MAP 19

RANGE 29 E



RANGE 29 E

SEE MAP 30

RANGE 29 E

© MAPSource, St. Petersburg, FL

MAP 25

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

PEF Territorial being temporarily served by Glades (Sec. 2.3)

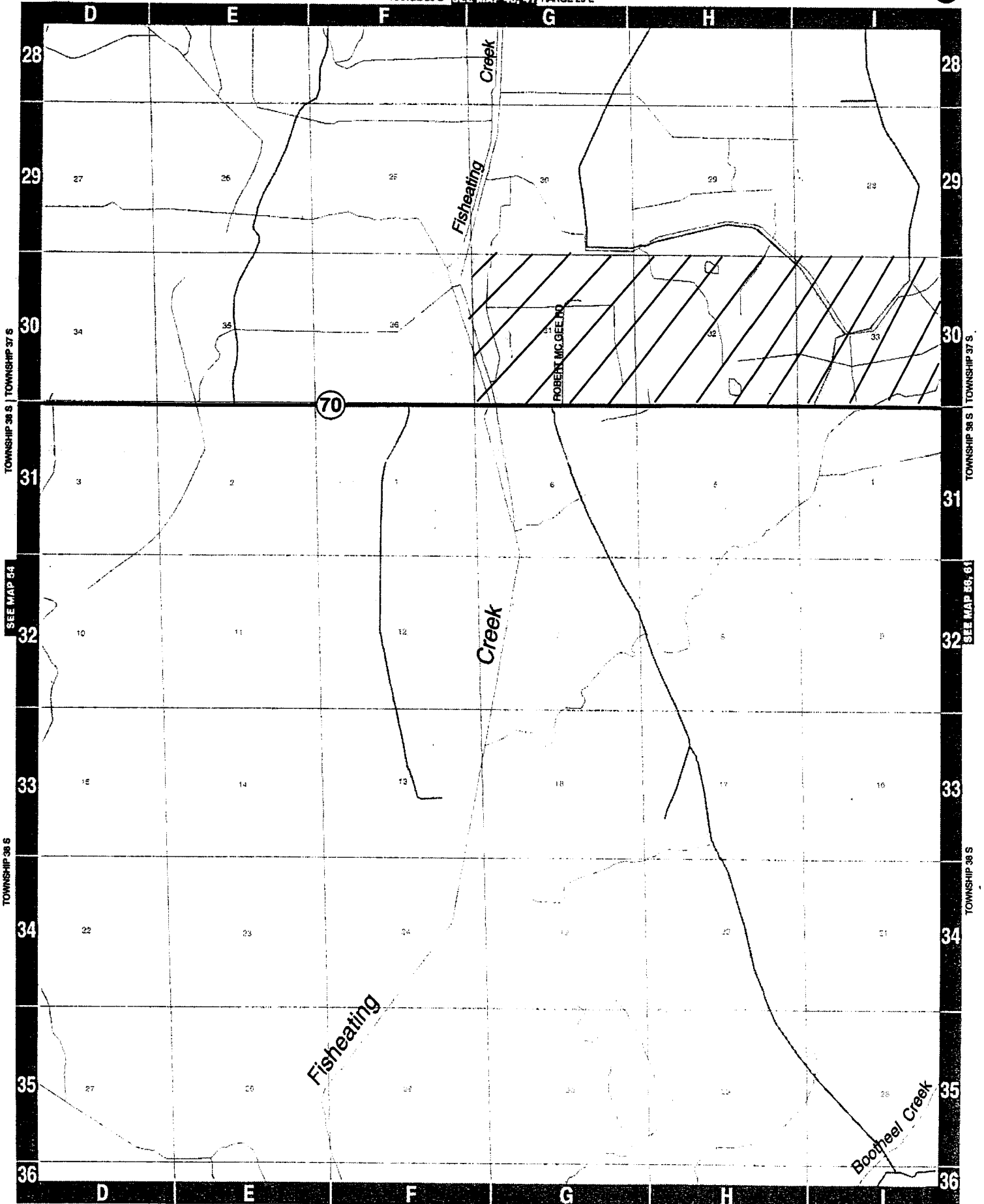


PEF



WESTERN HIGHLANDS COUNTY

RANGE 28 E SEE MAP 46, 47 RANGE 29 E



RANGE 28 E SEE MAP 67

RANGE 29 E

© MAPSource, St. Petersburg, FL

MAP 55

Territorial Agreement between Glades Electric Cooperative Inc. and Progress Energy Florida, Inc.

EXHIBIT C

**Service Addresses of Customers
Subject to Transfer From
Glades Electric Cooperative, Inc.
To
Progress Energy Florida, Inc.**

Exhibit C

Glades Electric Cooperative, Inc. Accounts to be transferred to Progress Energy Florida, Inc.

<u>Location</u>	<u>Account</u>	<u>Customer Name</u>	<u>Service Address</u>	<u>Mailing Address</u>	<u>Meter #</u>
2132120100	2792-24	HCBOCC Dept. of Parks & Recreation	Istokpoga Parkway	4344 George Blvd. Sebring, FL 33875	39896029
2132120102	2792-23	HCBOCC Dept. of Parks & Recreation	Istokpoga Parkway	4344 George Blvd. Sebring, FL 33875	71382278
2132124121	108135-01	Justin Clemmons	Istokpoga Parkway	4701 Golfview Blvd. Sebring, FL 33875	87934968
*2132120113	103422-01	Patricia McNamara	140 Burke Drive	P.O. Box 119 FLorida, FL 33857	24903729
*2132120115	21706-01	Richard Burke	110 Burke Drive Sebring, FL 33876	same	16776327
2132120105	12231-01	Daniel Myron	N. Oakview Drive	5590 S. Pine Island Rd.	98200357
INACTIVE ACCOUNT			Sebring, FL 33876	Davie, FL 33328	

EXHIBIT D

**Service Addresses of Customers
Subject to Transfer From
Progress Energy Florida, Inc.
To
Glades Electric Cooperative, Inc.**

EXHIBIT D

Progress Energy Florida, Inc. Accounts to be transferred to Glades Electric Cooperative Inc.

<u>Premise</u>	<u>Account</u>	<u>Customer Name</u>	<u>Service Address</u>	<u>Meter #</u>
858092354	23774-82447	Box Ranch	8255 State Road 70 W. Pole Barn	3216937
55143733	46245-95271	Box Ranch	9970 State Road 70 W.	2644302
570704303	36176-26564	Box Ranch	0000 State Road 70 W. Horse Barn	1416142
570705812	36182-02602	Box Ranch	0000 State Road 70 W. Pump	2659032
570706315	36183-46618	Box Ranch	0000 State Road 70 W. Pump Bn	1175461
570706818	36184-90620	Box Ranch	0000 State Road 70 W. Barn E.	1325041
570707824	36196-42708	Box Ranch	0000 State Road Maint Barn	2662941
570708327	36199-30721	Box Ranch	0000 State Road Cow Pens	5177143
571027229	36544-93127	Box Ranch	0000 State Road Hs, Res N Side	5177141
571028235	36547-81140	Box Ranch	0000 State Road Hs North End	5177142
649305598	33401-55369	Box Ranch	0000 State Road 70 W. Pump W	2652616
479983422	12840-51495	Box Ranch	0000 State Road 70 Melon Mach	9168083

Attachment 1

**Sample Notification Letters to
Extra Territorial Customers**



July 26, 2006

Box Ranch
P.O. Box 144
Wauchula, FL 33873

Re: Acct. #23774-82447, 8255 SR 70 – W. Pole Barn
Acct. #46245-95271, 9970 SR 70 W
Acct. #36176-26564, 0000 SR 70 W – Horse Barn
Acct. #36182-02602, 0000 SR 70 W – Pump
Acct. #36183-46618, 0000 SR 70 W – Pump Barn Main Road
Acct. #36184-90620, 0000 SR 70 W – Barn East Side
Acct. #36196-42708, 0000 SR 70 – Maint Barn
Acct. #36199-30721, 0000 SR 70 – Cow Pens
Acct. #36544-93127, 0000 SR 70 – Hse, Res N Side
Acct. #36547-81140, 0000 SR 70 – HS North End
Acct. #33401-55369, 0000 SR 70 W – Pump W End of Road

Dear Sir or Madam:

To ensure that electric utilities in Florida, such as Progress Energy Florida (PEF), are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing the geographical areas in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid the unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities to serve their customers. Approval of the Florida Public Service Commission (FPSC) is required to ensure these objectives are met.

Over the past many years, we at PEF (formerly known as Florida Power) have had the pleasure of serving customers in your area because of a territorial agreement approved by the FPSC in 1984 between our company and our neighboring utility, Glades Electric Cooperative Inc. Because of the 1984 agreement's expiration, we will soon enter into a new territorial agreement with Glades Electric that will revise some of the service area boundaries between the utilities and enable each utility to serve its customers more reliably and economically. The new agreement must be approved by the FPSC before it can become effective and you will have the opportunity prior to that approval to provide your comments to the Commission. If you wish, we will provide the pertinent contact information for the FPSC when the territorial agreement has been filed and docketed.

August 15, 2006

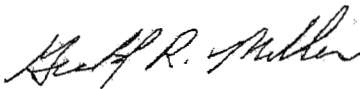
If approved by the FPSC, the terms of the new territorial agreement call on Glades Electric Cooperative Inc. to provide electric service in your area. Your account would be transferred to Glades Electric Cooperative Inc. at some point in the upcoming months. While we regret losing the opportunity to serve you and your neighbors in the future, Glades Electric Cooperative Inc. is an excellent utility and I am confident you will find their service to be satisfactory.

You will not need to do anything to initiate this transfer since PEF and Glades Electric Cooperative Inc. will handle all of the arrangements on your behalf. If you have a deposit with Progress Energy, your deposit will be refunded directly to you. You should not experience any disruption of service as a result of this transfer and you will be notified in the unlikely event that a minimal interruption of service is required.

To provide you a rate comparison, in May 2006 the residential rate of PEF for 1,000 Kilowatt-Hours (KWH) was \$106.82. For the same month, the residential rate of Glades Electric Cooperative Inc. for 1,000 KWH was \$116.50. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

Please let us know if you have any questions or concerns about the proposed transfer of your service to Glades Electric Cooperative Inc., or if you would like information about contacting the FPSC. You can reach us by phone at 1-877-678-4450 or by mail at 199 E Mountain Lake Cut-off Road, Lake Wales, Florida 33853. Please address your correspondence to my attention.

Sincerely,



Jerry Miller
Community Relations Manager
Progress Energy Florida

cc: Susie Bishop
Business Development Manager
Glades Electric Cooperative, Inc.

SAMPLE

GLADES

Electric Cooperative, Inc.

"Neighbors Working for Neighbors"

July 28, 2006

HCBOCC
Dept. of Parks & Recreation
Vicki Pontius
4344 George Blvd.
Sebring, FL 33875

RE: Account # 2792-24 & 2792-23


Dear Vicki:

To ensure that electric utilities in Florida, such as Glades Electric Cooperative (GEC), are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing the geographical areas in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid the unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities to serve their customers. Approval of the Florida Public Service Commission (FPSC) is required to ensure these objectives are met.

Over the past many years, we at GEC have had the pleasure of serving customers in your area because of a territorial agreement approved by the FPSC in 1984 between our cooperative and our neighboring utility, Progress Energy Florida (PEF). Because of the 1984 agreement's expiration, we will soon enter into a new territorial agreement with PEF that will revise some of the service area boundaries between the utilities and enable each utility to serve its customers more reliably and economically. The new agreement must be approved by the FPSC before it can become effective and you will have the opportunity prior to that approval to provide your comments to the Commission. If you wish, we will provide pertinent contact information for the FPSC when the territorial agreement has been filed and docketed.

If approved by the FPSC, the terms of the new territorial agreement call on PEF to provide electric service in your area. Your account would be transferred to PEF at some point in the upcoming months. While we regret losing the opportunity to serve you and your neighbors in the future, PEF is an excellent utility and I am confident you will find their service to be satisfactory.

You will not need to do anything to initiate this transfer since GEC and PEF will handle all of the arrangements on your behalf. If you have a deposit with GEC and your account is clear of any unpaid balances, your deposit will be refunded directly to you. You should not experience any disruption of service as a result of this transfer and you will be notified in the unlikely event that a minimal interruption of service is required.

A Touchstone Energy® Cooperative 

P.O. Box 519, Moore Haven, FL 33471 • 863-946-0061 • 800-226-4024 • Fax 863-946-0824 • www.gladesec.com
Lake Placid 800-226-4025 • Fax 863-465-2895 Okeechobee 800-226-4023 • Fax 863-467-0855

July 24, 2006

To provide you a rate comparison, in July 2006 the residential rate of GEC for 1,000 Kilowatt-Hours (KWH) was \$115.90. For the same month, the residential rate of PEF for 1,000 KWH was \$106.82. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

Please let us know if you have any questions or concerns about the proposed transfer of your service to PEF or if you would like information about contacting the FPSC. You can reach us by phone at 1-800-226-4024 or by mail at P.O. Box 519 Moore Haven, Florida 33471. Please address your correspondence to my attention.

Sincerely,

Susie Bishop
Manager of Business Development

Cc: Jerry Miller
Community Relations Manager
Progress Energy Florida

SAMPLE