

Ruth Nettles

From: Stright, Lisa [Lisa.Stright@pgnmail.com]
Sent: Monday, December 22, 2008 2:06 PM
To: Filings@psc.state.fl.us
Cc: Burnett, John
Subject: PEF-SECO Territorial Agreement - Dkt# 080632
Attachments: Document.pdf

This electronic filing is made by:

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Docket No. 080632-EU

On behalf of Progress Energy Florida

Consisting of 2 pages.

**The attached document for filing is PEF's
2nd Revised Page 2 of the PEF-SECO Territorial
Agreement.**

Lisa Stright

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JOHN BURNETT
ASSOCIATE GENERAL COUNSEL
PROGRESS ENERGY SERVICE COMPANY, LLC

December 22, 2008

VIA ELECTRONIC FILING

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Joint petition for approval of amended territorial agreement in Sumter,
Lake, Marion, and Citrus Counties by Sumter Electric Cooperative,
Inc. and Progress Energy Florida, Inc.; Docket No. 080632-EU

Dear Ms. Cole:

On November 26, 2008, Sumter Electric Cooperative, Inc. and Progress Energy Florida, Inc. ("PEF") filed a revised Page 2 of the amended territorial agreement to include Levy County in Sections 1.1, 1.2, and 1.3. Due to a scrivener's error in regards to pagination, a new Page 2 is being submitted and should replace the previous Page 2 filed on November 26, 2008. The revised Page 2 is attached hereto.

Thank you for your assistance in this matter.

Very truly yours,

John T. Burnett
John Burnett

JTB/lms
Enclosure

Cc: Gail Simpson
Ben Brickhouse
Lewis Stone, Esq.

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Agreement in order to gain further operational efficiencies and customer service improvements in their respective retail service territories in the aforesaid Counties, while continuing to eliminate circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations that the Current Agreements were intended to avoid.

Section 0.5: NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree to amend and restate the Current Agreements 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 Composite Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Sumter, Lake, Marion, Citrus and Levy Counties.

Section 1.2 Cooperative Territorial Area. As used herein, the term "Cooperative Territorial Area" shall mean the geographic areas in Sumter, Lake, Marion, Citrus and Levy Counties allocated to the COOPERATIVE as its retail service territory and labeled as "Sumter Territorial Area" or "Sumter" on the maps contained in Composite Exhibit A.

Section 1.3 Company Territorial Area. As used herein, the term "Company Territorial Area" shall mean the geographic areas in Sumter, Lake, Marion, Citrus and Levy Counties allocated to the COMPANY as its retail