BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint petition for approval of territorial agreement by WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC. and SUMTER ELECTRIC COOPERATIVE, INC.) DOCKET NO. 940944-EC) ORDER NO. PSC-94-1484-FOF-EC) ISSUED: DECEMBER 2, 1994))
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The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman SUSAN F. CLARK JOE GARCIA JULIA L. JOHNSON DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION

ORDER APPROVING TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On September 2, 1994, Withlacoochee River Electric Cooperative, Inc. (WRECO) and Sumter Electric Cooperative, Inc. (Sumter) filed a Joint Petition for Approval of a Territorial Agreement. The parties are not presently bound by a territorial agreement and are attempting to delineate their respective service areas. The agreement, titled Territorial Agreement between Sumter Electric Cooperative, Inc. and Withlacoochee River Electric Cooperative, Inc., attached hereto separates the two retail service areas within Citrus, Hernando, Pasco and Sumter counties as described and illustrated in Composite Exhibit MAM, of the agreement.

The purpose of the agreement is to identify the parties respective service areas in portions of Citrus, Hernando, Pasco and Sumter counties. The parties have confirmed that neither WRECO nor

DOCUMENT HUMBER-DATE

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Sumter will have any electric facilities providing retail service to customers located in the other utility's territory as defined by this agreement. In addition, no existing customers or electrical facilities will be subject to transfer upon approval of the agreement.

Section 2.2 of the agreement states that neither utility will knowingly serve or attempt to serve any customer whose end-use facilities are located within the territorial area of the other utility, except in the case of exceptional circumstances, economic constraints, or good engineering practices, and upon written request. The parties agree to jointly notify the Commission when such arrangements are necessary. We approve the parties agreement on interim service with the condition that the parties request formal Commission approval of interim service that lasts or is expected to last for more than one year. Of course, if the parties wish to make a permanent boundary change, they must seek prior approval from the Commission.

WRECO's and Sumter's territorial agreement provides that it shall remain in effect for a period of 30 years from the date of our order approving the agreement. The parties shall be bound by the conditions and terms of this agreement until December 26, 2024, unless modified by the Commission.

We find that the territorial agreement, as filed with this Commission and described above, is in the public interest and that its adoption will further our desire to avoid unnecessary and uneconomic duplication of facilities.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the territorial agreement, as described herein, entered into by Withlacoochee River Electric Cooperative, Inc. (WRECO) and Sumter Eletric Cooperative, Inc. (Sumter) is hereby approved. It is further

ORDERED that the parties agreement on interim service is approved conditioned upon the parties seeking Commission approval of interim service that lasts or is expected to last more than one year. It is further

ORDERED that this Agreement shall become effective on the date of expiration of the appeal period following issuance of this order. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for formal proceedings is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review.

By ORDER of the Florida Public Service Commission, this 2nd day of December, 1994.

BLANCA S. BAYÓ, Director

Division of Records and Reporting

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on December 22, 1994.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

TERRITORIAL AGREEMENT BETWEEN SUMTER ELECTRIC AND WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

AGREEMENT

WITNESSETH

Section 0.2 - WHEREAS, each of the Parties is authorized, empowered and obligated by its corporate charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such service within their respective areas of service; and

Section 0.3 - WHEREAS, each of the Parties presently

furnishes retail electric service to members and customers in

Hernando County, Citrus County, Sumter County and elsewhere in

the State of Florida; and

Section 0.4 - WHEREAS, the respective areas of service of the Parties hereto are contiguous in many places in Hernando, Citrus, Pasco and Sumter Counties, with the result that in the future duplication of service facilities may occur unless such duplication is precluded by a Territorial Agreement; and

Section 0.5 - WHEREAS, the Florida Public Service

Commission (herein called the "Commission"), has previously

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recognized that any such duplication of service facilities may result in needless and wasteful expenditures, and may create hazardous situations; both being detrimental to the public interest; and

Section 0.6 - WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve, monitor and enforce territorial agreements between electric utilities, and has recognized the wisdom of such agreements to avoid unnecessary and uneconomic duplication of electric facilities, and costly disputes over service areas, and that such agreements are in the public interest; and

Section 0.7 - WHEREAS, the Parties hereto desire to avoid and eliminate the circumstances that may give rise to the aforesaid duplications, hazards, and costly expenditures, and to that end, desire to establish territorial boundaries; and

Section 0.8 - WHEREAS, in order to accomplish said area allocation, the Parties have delineated boundary lines in portions of Hernando, Citrus, Pasco and Sumter Counties, hereinafter referred to as "Boundary Lines", and said boundary lines define and delineate the retail service areas of the Parties in portions of Hernando, Citrus, Pasco and Sumter Counties;

Section 0.9 - NOW, THEREFORE, in consideration of the

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premises aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereto, subject to and upon the terms and conditions herein set forth and Commission approval, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term "Territorial Boundary Lines" shall mean boundary lines which delineate the geographic areas on the maps and legal descriptions attached hereto as Exhibit "A", which is a composite exhibit, and which differentiate and distinguish the WREC Territorial Area from the SECO Territorial Area.

Section 1.2 WREC Territorial Areas - As used herein,

"WREC" Territorial Areas shall mean the geographic areas shown
as Composite Exhibit "A" and labeled "WREC". The WREC areas are
the shaded areas of the Hernando County maps, the Citrus County
maps, the Pasco County maps, and the Sumter County maps.

Section 1.3 SECO Territorial Areas - As used herein, the term "SECO" Territorial Areas shall mean the geographic areas shown on Composite Exhibit "A" and labeled "SECO". The SECO areas are the unshaded areas of the Hernando County maps, the Citrus County maps, the Pasco County maps and the Sumter County

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maps.

Section 1.4 <u>Distribution Lines</u> - As used herein, the term "Distribution Lines" shall mean all lines for the flow of electric energy of either Party having a rating up to, but not including, 69 kv.

Section 1.5 Express Distribution Feeders - As used herein, the "Express Distribution Feeder" shall mean a three phase line, at distribution voltage, that transports power through the other Party's Territorial Area but serves no retail load within such Territorial Area.

Section 1.6 Transmission Lines - As used herein, the term "Transmission Lines" shall mean all lines for the flow of electric energy of either Party having a rating of 69 kv or higher.

Section 1.7 Customers - As used herein, the term
"Customer" shall mean a customer or consumer of either Party.

Section 1.8 New Customers - As used herein, the term "New Customers" shall mean all retail electric customers applying for service to either WREC or SECO after the effective date of this Agreement.

Section 1.9 Existing Customers - As used herein, the term
"Existing Customers" shall mean all retail electric customers
receiving service on or before the effective date of this

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Agreement from either Party.

Section 1.10 End Use Facilities - As used herein, the term "End Use Facilities" shall mean a geographic location where the electric energy used by a customer is ultimately consumed. This shall not necessarily mean the geographic location of the meter or the point of connection between a customer and a Party's facilities.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Territorial Allocations - Except as otherwise specifically provided herein, during the term of this Agreement, WREC shall have the exclusive authority to furnish retail electric service to End Use Facilities within the WREC Territorial Area and SECO shall have the exclusive authority to furnish retail electric service to End Use Facilities within the SECO Territorial Area.

Section 2.2 Service to New Customers - The Parties agree that neither of them will knowingly service 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 the Agreement.

The Parties recognize that exceptional circumstances, economic constraints, good engineering practices, and system

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planning may indicate that a customer should not be immediately serviced by the Party in whose territorial area the customer's End Use Facilities are located, until some time in the future. In such an event, a Party may, in its discretion, request the other Party to provide service to the New Customer on an interim basis. Such request shall be made in writing and the other Party shall promptly notify the requesting Party of its election, in its sole discretion, to either accept or to decline the request. Notice of the interim service agreement shall be jointly sent by the Parties hereto to the Commission. If the request is accepted, the Party providing interim service shall be deemed to do so only on behalf of the requesting Party, who shall remain entitled to serve the New Customer to the same extent as if it had provided service in the first instances. At such time as the requesting Party elects to begin providing service directly to the New Customer, after reasonable written notice to the other Party, such other Party shall cease providing interim service and the requesting party shall, thereafter, furnish service to the New Customer.

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

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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. Thereafter, the Parties shall abide by the rights and obligations and Territorial Areas assigned to them under this Agreement, and no attempt, permanent or temporary shall be made to provide service to such customer, except in accordance with this Agreement, or until an Order of the Commission is entered, after notice and hearing, that would change the rights and obligations of the Parties.

Section 2.3 Bulk Power for Resale - Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes as defined in the Final Judgment, dated August 19, 1971, in <u>United States of America v. Florida</u>

Power Corporation and Tampa Electric Company, United States

District for the Middle District of Florida, Case No.

68-297-CIV-T, regardless of where such other electric utility or person 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 aforesaid Final Judgment.

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Withlacoochee River Electric Cooperative, Inc. and Sumter Electric
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ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain - All generating plants, transmission lines, substations, distribution lines and related facilities now used by either Party in conjunction with their respective electric utility systems, and which are used directly or indirectly and are useful in serving customers in their respective service areas, shall be allowed to remain where situated and shall not be subject to removal hereunder except by the Party owning or using such facilities; PROVIDED, HOWEVER, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other Party.

Section 3.2 Express Distribution Feeders - Either Party may erect and/or operate Express Distribution Feeders in the Territorial Area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate and maintain said Express Distribution Feeders in a safe manner so as to minimize any interference with the operation of the other Party's facilities and further provided that such Express Distribution Feeders shall not be used to allow a Third Party electric utility to serve customers in a Party's Territorial Area.

Section 3.3 Transmission Lines - Either Party may erect

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and/or operate Transmission Lines in the territorial area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate and maintain said Transmission Lines in a safe manner so as to minimize any interference with the operation of the other Party's facilities.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither Party shall be bound hereunder until that approval has been obtained. Each Party irrevocably and unconditionally consents to and requests the Commission to approve this Agreement. If approved by the Commission, the effective date of this Agreement shall be the date of the Commission's Order approving it. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance under this Agreement. If the Commission does not approve this Agreement, it shall be of no force and effect whatsoever.

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Withlacoochee River Electric Cooperative, Inc. and Sumter Electric
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Section 4.2 Liability in the Absence of Approval - In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any cause of action against the other arising under this Agreement.

ARTICLE V

DURATION

Section 5.1 Term - This Agreement shall continue and remain in effect for thirty (30) years and thereafter until the Commission or its successor with appropriate jurisdiction, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing. The parties recognize that the Commission or its successor, with appropriate jurisdiction, has continuing jurisdiction over this Agreement, and upon proper petition pursuant to Florida law, including, but not limited to, Sections 366.04(2)(d) and (e), Florida Statutes, may modify its Order approving this Agreement.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation - The purpose and intent of this Agreement shall be, and this Agreement shall be interpreted and construed, to further the policy of the State of Florida to actively regulate and supervise the service areas of all electric utilities, to supervise the planning, development

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and maintenance of a coordinated electric power grid, to avoid the uneconomic duplication of generation, transmission and distribution facilities, and to encourage territorial agreements between and among electric utilities.

ARTICLE VII

MISCELLANEOUS

Section 7.1 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 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 Parties, and approved by the Commission.

Section 7.2 Successors and Assigns; Benefit of Parties

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

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Withlacoochee River Electric Cooperative, Inc. and Sumter Electric
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and assigns.

Section 7.3 Notices - Notices given hereunder shall be deemed to have been given to WREC if mailed by Certified Mail, postage prepaid, to:

General Manager Withlacoochee River Electric Cooperative, Inc. P.O. Box 278 Dade City, Florida 33526-0278

and to SECO if mailed by Certified Mail, postage prepaid, to:

General Manager Sumter Electric Cooperative, Inc., P.O. Box 301 Sumterville, FL 33585-0301

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in triplicate by Withlacoochee River Electric Cooperative, Inc. in its name by its President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, and by Sumter Electric Cooperative, Inc., in its name by its President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, on the day and year first above written; and one of said triplicate copies has been

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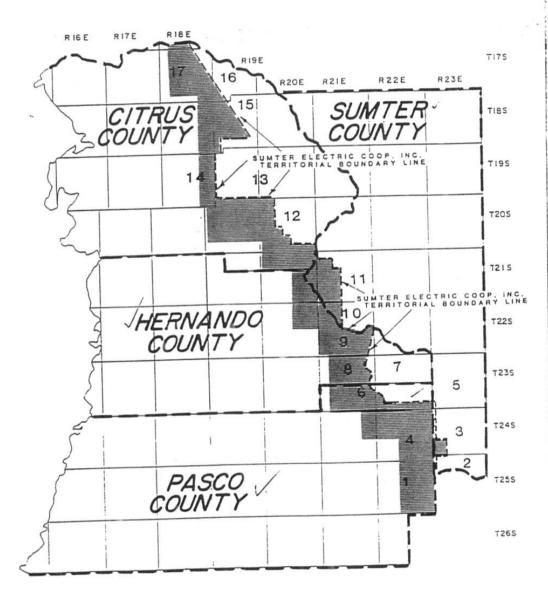
delivered to each of the Parties hereto.

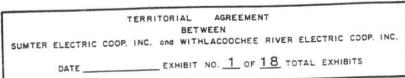
By/ Church Rucking hom Name: Richard M. Buckingham As its Secretary (SEAL)	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC. By Burning Jurnily and Name: Bennie Rivenbark As its/President Vice
ATTEST: By 9	SUMTER ELECTRIC COOPERATIVE, INC.// By
	-
APPROVED: Order No. Florida Publicommission	lic Service Date

SECO/WREC TERRITORIAL BOUNDARY DESCRIPTION

Begin at the intersection of the Withlacoochee River and the east line of Section 13 in Township 25 South, Range 23 East; thence run westerly along the Withlacoochee River to the west line of Section 18, Township 25 South, Range 23 East; thence run north to the northwest corner of Section 6, Township 25 South, Range 23 East; thence run east to the southeast corner of Section 32, Township 24 South, Range 23 East; thence run north to the northeast corner of Section 29, Township 24 South, Range 23 East; thence run west to the northwest corner of Section 30, Township 24 South, Range 23 East; thence run north to the northwest corner of Section 31, Township 23 South, Range 23 East; thence run west to the Withlacoochee River; thence run northerly along the Withlacoochee River to the point where the S. A. L. Railway crosses said River; thence run northeasterly along the S. A. L. Railway to its intersection with new State Highway 50; thence run west along said new State Highway 50 to U. S. Highway 301; thence run northeasterly along U. S. Highway 301 to the Little Withlacoochee River; thence run westerly along the Little Withlacoochee River to the west line of Section 15, Township 22 South, Range 21 East; thence run north to the northeast corner of Section 16, Township 21 South, Range 21 East; thence run west to the northwest corner of said Section 16; thence run north to the northeast corner of Section 8, Township 21 South, Range 21 East; thence run west to the southwest corner of Section 6, Township 21 South, Range 21 East; thence run north to the northwest corner of said Section 6; thence run west to the southeast corner of Section 34, Township 20 South, Range 20 East; thence run north to the northeast corner of said Section 34; thence run west to the northwest corner of said Section 34; thence run north to the northeast corner of Section 28, Township 20 South, Range 20 East; thence run west to the northwest corner of said Section 28; thence run north to the southeast corner of Section 32, Township 19 South, Range 20 East; thence run west to the southwest corner of Section 33, Township 19 South , Range 19 East; thence run north to the northwest corner of Section 28, Township 18 South, Range 19 East; thence run east to U. S. Highway 41; thence run northwesterly along U. S. Highway 41; to the Withlacoochee River; thence run westerly along the Withlacoochee River to the Gulf of Mexico, said boundary line being situated in the State of Florida.

KEY MAP





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SUMTER ELECTRIC COOP. INC. TERRITORIAL BOUNDARY LINE

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S.E.C.O. W.R.E.C.

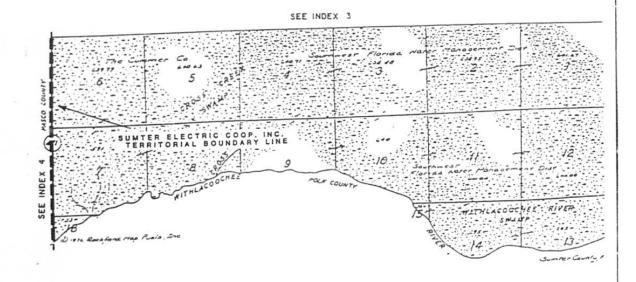


TERRITORIAL AGREEMENT BETWEEN

SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE _____EXHIBIT NO. 2 OF 18 TOTAL EXHIBITS

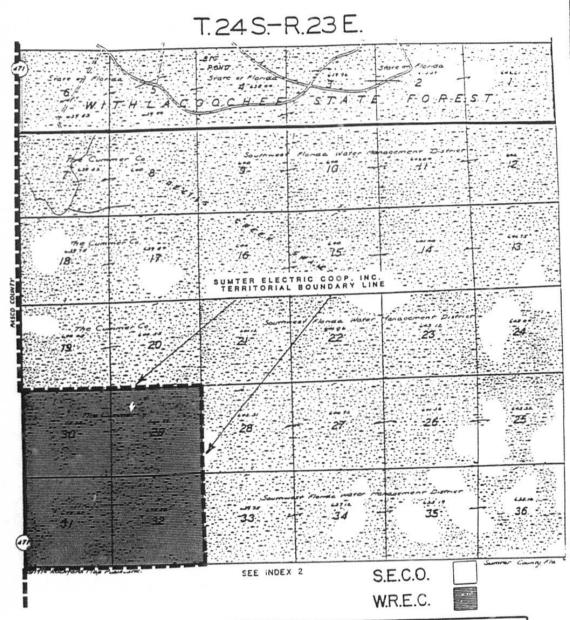
T. 25 S.- R.23 E.



S.E.C.O. W.R.E.C.

TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP, INC. and WITHLACOOCHEE RIVER ELECTRIC COOP, INC.

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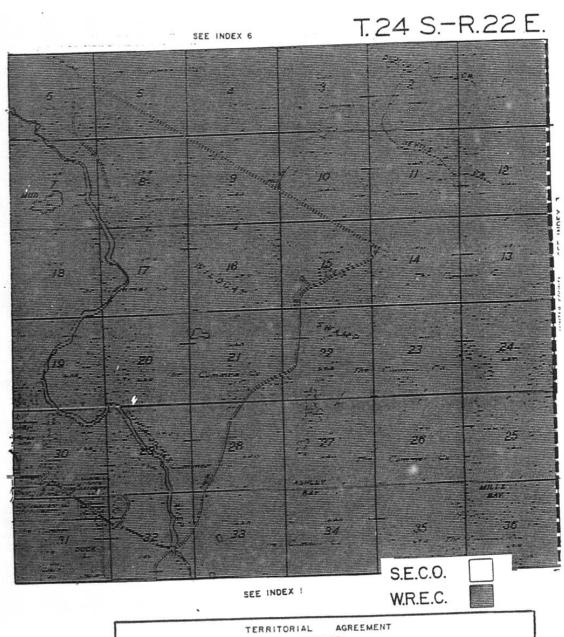


TERRITORIAL AGREEMENT

BETWEEN

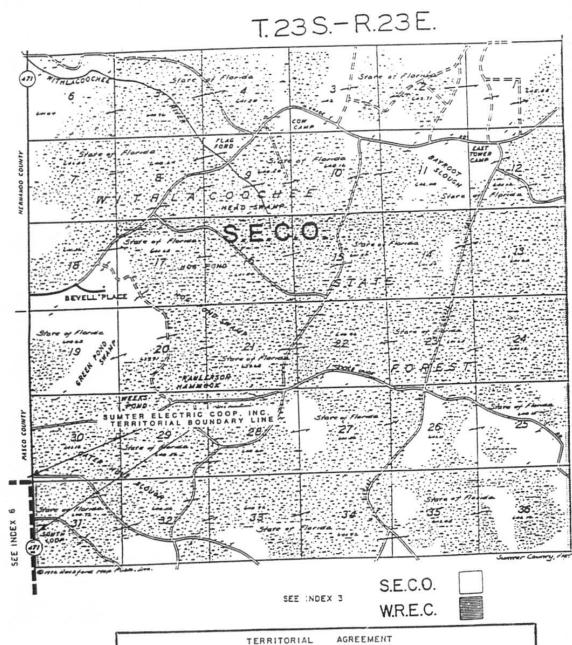
SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE ______ EXHIBIT NO. 4 of 18 TOTAL EXHIBITS



TERRITORIAL AGREEMENT
BETWEEN
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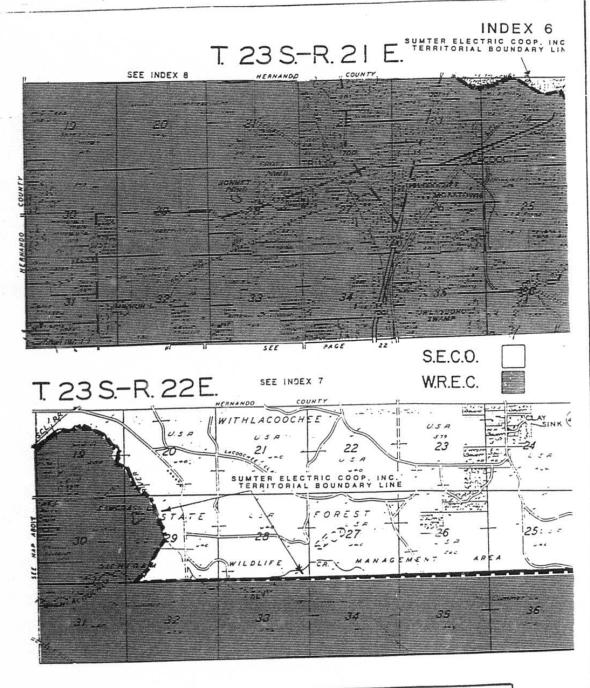
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TERRITORIAL AGREEMENT
BETWEEN

SUMTER ELECTRIC COOP, INC. and WITHLACOOCHEE RIVER ELECTRIC COOP, INC.

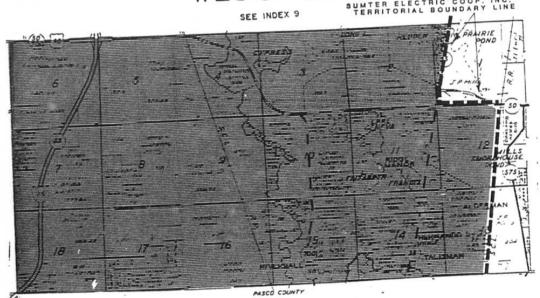
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TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE ______EXHIBIT NO. 7 OF 18 TOTAL EXHIBITS

T. 23 S.-R.21 E.



SEE INDEX 6

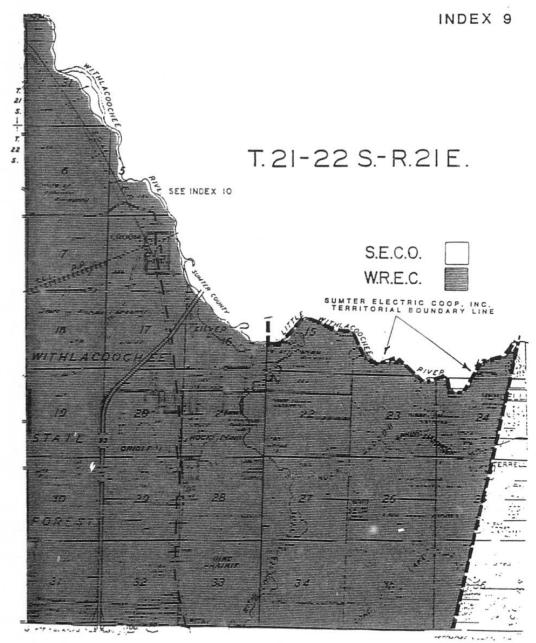
S.E.C.O. W.R.E.C.

TERRITORIAL AGREEMENT

BETWEEN

SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE ______ EXHIBIT NO. 9 of 18 TOTAL EXHIBITS



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TERRITORIAL AGREEMENT

BETWEEN

SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE _______EXHIBIT NO. 10 of 18 TOTAL EXHIBITS

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SEE INDEX 9

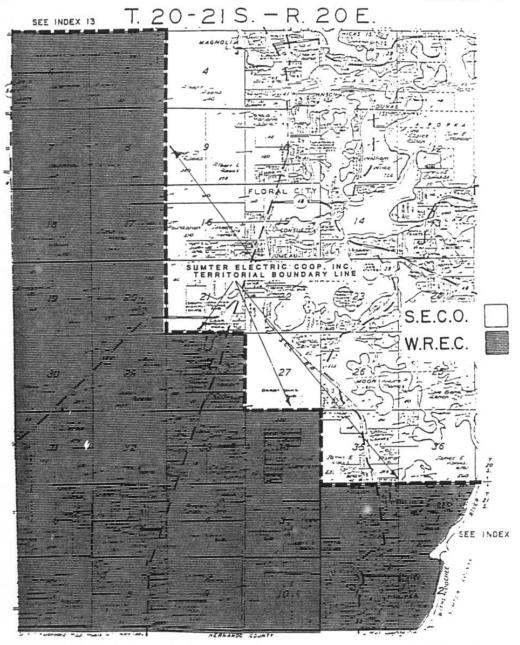
SUMTER ELECTRIC COOP, INC.
TERRITORIAL BOUNDARY LINE

S.E.C.O. W.R.E.C.

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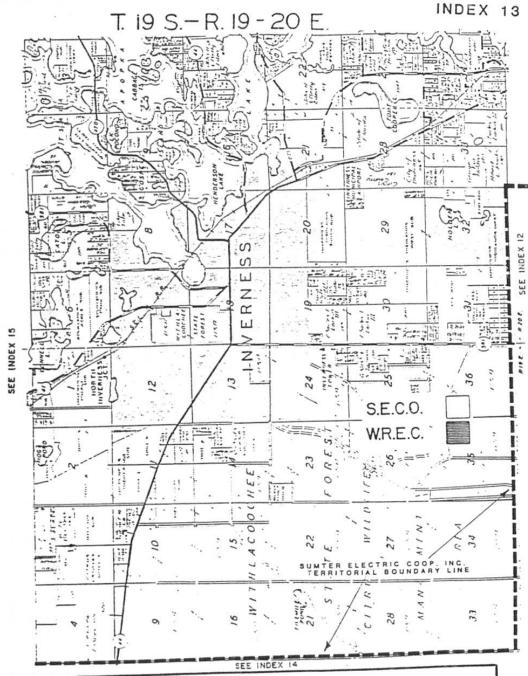


TERRITORIAL AGREEMENT

BETWEEN

SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

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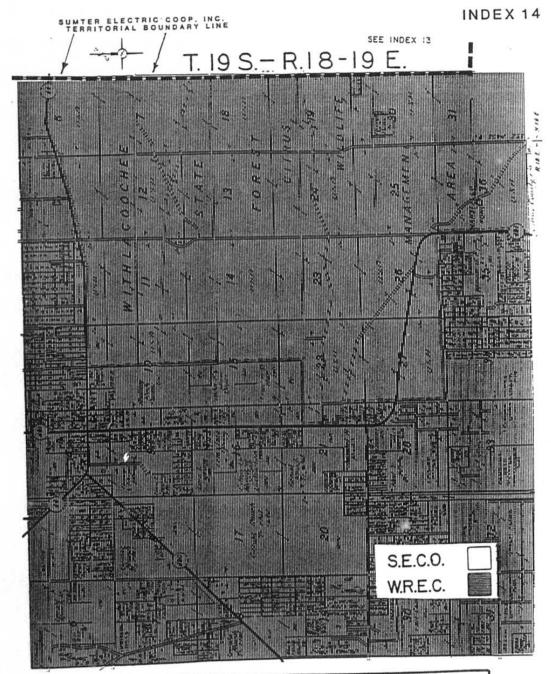


TERRITORIAL AGREEMENT

BETWEEN

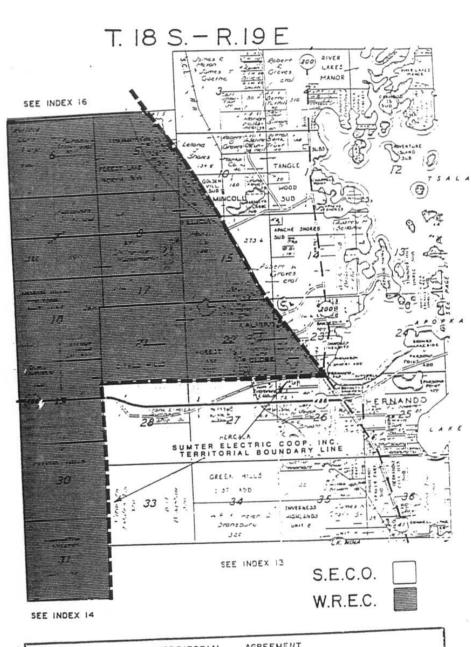
SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.

DATE ______EXHIBIT NO. 14 of 18 TOTAL EXHIBITS



TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP, INC. and WITHLACOOCHEE RIVER ELECTRIC COOP, INC.

DATE ______EXHIBIT NO. 15 of 18 TOTAL EXHIBITS



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BETWEEN
SUMTER ELECTRIC COOP. INC. and WITHLACOOCHEE RIVER ELECTRIC COOP. INC.
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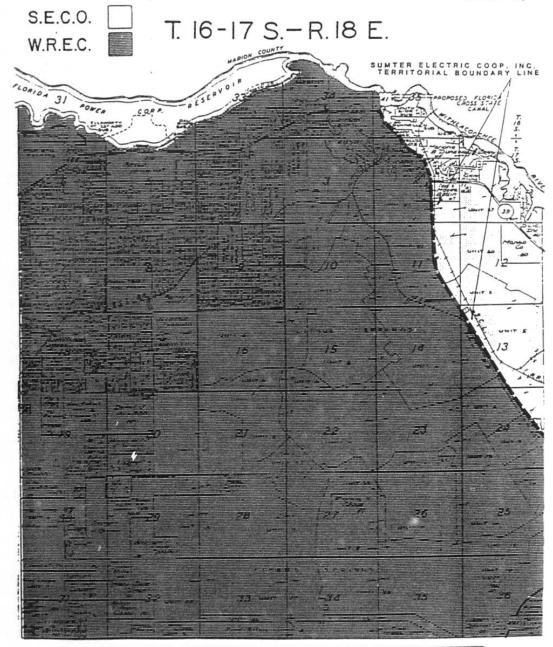
TERRITORIAL

SUMTER ELECTRIC COCP. INC. and WITHLACOUCHEE RIVER ELECTRIC COOP. INC.

DATE _____ EXHIBIT NO. 17 OF 18 TOTAL EXHIBITS

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TERRITORIAL AGREEMENT

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DATE ______EXHIBIT NO.18 OF18 TOTAL EXHIBITS