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September 11, 2018

*Via Hand-Delivery*

Carlotta S. Stauffer, Director  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

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2018 SEP 11 PM 4:21  
COMMISSION  
CLERK

Re: *In re: Complaint against Gulf Power Company for expedited enforcement of territorial order, by Gulf Coast Electric Cooperative, Inc.*  
Docket No.: 20180125-EU


Dear Ms. Stauffer:

On behalf of Gulf Coast Electric Cooperative, Inc. ("GCEC"), enclosed for filing are (i) GCEC's Brief in Opposition to Gulf Power Company's Motion for Summary Final Order and GCEC's Motion For Summary Final Order, and (ii) GCEC's Request for Oral Argument on its Motion for Summary Final Order.

Please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning the copy to me. Thank you for your assistance.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May, Jr.

DBM:kjg  
Encls.

cc: John Bartley  
J. Patrick Floyd, Esq.  
Jeffrey A. Stone  
Sandy Sims

Carlotta S. Stauffer  
September 11, 2018  
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Rhonda J. Alexander  
Russell A. Badders  
Steve Griffin  
Mary Anne Helton  
Jennifer Crawford  
Kurt Schrader



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint against Gulf Power  
Company for expedited enforcement of  
territorial order, by Gulf Coast Electric  
Cooperative, Inc.

Docket No: 20180125-EU

Filed: September 11, 2018

**GULF COAST ELECTRIC COOPERATIVE, INC.'S  
REQUEST FOR ORAL ARGUMENT**

Gulf Coast Electric Cooperative, Inc. ("GCEC"), pursuant to Rule 25-22.0022, Florida Administrative Code, respectfully requests oral argument to address its Motion for Final Summary Order, which is filed contemporaneously with this request. GCEC believes that oral argument will aid the Commission in better understanding and evaluating GCEC's Motion for Summary Final Order, which asserts that undisputed facts conclusively show that GCEC did not in fact waive any right to serve a customer under the Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities previously approved by Commission order.

WHEREFORE, GCEC respectfully requests that oral argument be heard on its Motion for Summary Final Order at the October 11, 2018 Agenda Conference.

Respectfully submitted on September 11, 2018.

**HOLLAND & KNIGHT LLP**

  
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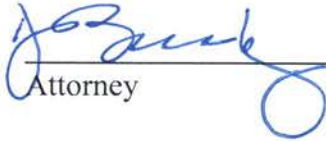
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*Counsel for Gulf Coast Electric Cooperative, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished by overnight delivery to: Jeffrey A. Stone, Gulf Power Company, General Counsel, Sandy Sims, Eastern District General Manager, Gulf Power Company, and Rhonda J. Alexander, One Energy Place, Pensacola, Florida 32520-0780, and Russell A. Badders and Steve Griffin, Beggs & Lane, 501 Commendencia Street, Pensacola, Florida 32502, and by hand-delivery to Mary Anne Helton, Deputy General Counsel, and Jennifer Crawford and Kurt Schrader, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399, all on this 11th day of September, 2018.

  
\_\_\_\_\_  
Attorney

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint by Gulf Coast Electric Cooperative, Inc. against Gulf Power Company for violation of a territorial order.

Docket No: 20180125-EU

Filed: September 11, 2018

**GULF COAST ELECTRIC COOPERATIVE, INC.'S BRIEF IN OPPOSITION TO  
GULF POWER COMPANY'S MOTION FOR SUMMARY FINAL ORDER  
AND  
GULF COAST ELECTRIC COOPERATIVE, INC.'S  
MOTION FOR SUMMARY FINAL ORDER**

Gulf Coast Electric Cooperative, Inc. ("GCEC"), pursuant to the prehearing officer's directives in Order No. PSC-2018-0357-PCO, submits this brief in opposition to the Motion for Summary Final Order filed by Gulf Power Company ("Gulf Power"). In addition, in accordance with Rule 28-106.204, Florida Administrative Code, and Section 120.57(1)(h), Florida Statutes, GCEC files its own Motion for Summary Final Order.

Gulf Power's Motion for Summary Final Order ("Motion") must be denied because Gulf Power has failed to conclusively demonstrate that GCEC has waived its right to serve a lift station (the "Lift Station") under the parties' Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities ("Procedures & Guidelines"), which the Commission approved by territorial order. In fact, evidence adduced thus far demonstrates conclusively that Gulf Power failed to provide GCEC with "all relevant information" about a potential customer's request to serve the Lift Station as expressly required by the Procedures & Guidelines, thus negating, as a matter of law, Gulf Power's claim that GCEC waived its right to serve the Lift Station. Therefore it is GCEC that is entitled to a summary final order on the threshold issue of waiver.



## **BRIEF IN OPPOSITION TO GULF POWER'S MOTION**

### **Preliminary Statement**

On May 24, 2018, GCEC filed its Complaint for Expedited Enforcement of Territorial Order against Gulf Power (the "Complaint") alleging that Gulf Power willfully violated a territorial order by failing to give GCEC full and fair notice of a request for service by a customer that GCEC was entitled to serve under the territorial order, and then racing to serve that customer under the pretense that GCEC had waived its right to serve. After Gulf Power filed an answer to the Complaint on May 30, 2018, and after GCEC served discovery on Gulf Power, Gulf Power filed a Motion for Summary Final order on June 6, 2018.<sup>1</sup> The gravamen of Gulf Power's Motion is that GCEC waived its right to serve the Lift Station under the Procedures & Guidelines by not responding within five working days to an email sent by a Gulf Power employee to a GCEC employee regarding a purported request for service from a prospective customer.

On June 13, 2018, GCEC timely filed a Response in Opposition to Gulf Power's Motion and vigorously disputed that the email provided "all relevant information about the request" as required by the Procedures & Guidelines and the territorial order (the "Response in Opposition"). GCEC attached to its Response the affidavit of Mr. Peyton Gleaton, the GCEC employee who received the email from Gulf Power, who averred that: (i) he was never authorized or designated by GCEC to receive any type of notice on behalf of GCEC; (ii) he was completely unaware that any territorial agreement existed between GCEC and Gulf Power until January 2018; (iii) he had never communicated with the Gulf Power employee who sent the email prior to receiving the email in October 2017; and (iv) by not responding to the email he did not knowingly or

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<sup>1</sup> As part of its Motion, Gulf Power also moved for a protective order objecting to the discovery that GCEC had already served on Gulf Power.

intentionally waive any right of GCEC to serve the Lift Station. Mr. Gleaton also averred that he received a request to serve the Lift Station in question from Bay County on December 14, 2017.

On July 11, 2018, GCEC filed the affidavit of John H. Haswell, GCEC's lead counsel in Docket No. 930885-EU, the case in which the Commission-approved Procedures & Guidelines originated, who averred that: (i) Gulf Power was the primary drafter of the Procedures & Guidelines; (ii) it was never anticipated, intended, or agreed by the parties that "notice" under Section 2.3 of the Procedures & Guidelines could be effected by email; (iii) at the time the Commission approved the Procedures & Guidelines in 2001, email was not a regular means of effecting notice in this industry; (iv) it was never anticipated, intended, or agreed that "notice" required to be provided under the Procedures & Guidelines could be effected by sending notice to anyone at GCEC, other than through notice to its General Manager and its two attorneys of record; and (v) Gulf Power was expressly instructed in Docket No. 930885-EU that all "[n]otices and communications with respect to this docket" were to be addressed to GCEC's counsel of record or its General Manager.

By Order No. PSC-2018-0357-PCO (the "Procedural Order"), the prehearing officer allowed the parties to file additional affidavits regarding the notice issue. On August 10, 2018, GCEC filed the affidavits of John Bartley and J. Patrick Floyd, Esq., who both averred to the insufficiency of the notice, and Gulf Power filed the affidavit of Joshua Rogers. The prehearing officer also denied Gulf Power's motion for protective order, and allowed the parties to conduct limited discovery on the issue of whether the email was sufficient notice under Section 2.3(a) of the Procedures & Guidelines to foreclose GCEC from serving the lift station. Furthermore, the prehearing officer has given the parties the option to brief the following issues:

(1) Whether Section 2.3 of the Territorial Agreement is the proper procedure, pursuant to the Territorial Order, to determine which utility should provide electric service to the lift facility.

(2) If Section 2.3 is the proper procedure, whether the October 20, 2017, e-mail notice provided by Gulf Power to Gulf Coast under Section 2.3 of the Territorial Agreement concerning electric service to the lift facility was sufficient for Gulf Power to provide service.

(3) Should Gulf Power's Motion for Summary Final Order be granted?

With respect to the first issue, the limited discovery allowed readily shows that Gulf Power did not satisfy the conditions required to utilize the provisions of Section 2.3. While Gulf Power may have received a "verbal" inquiry about serving the Lift Station on October 11, 2017, there is no showing that Gulf Power received a "bona-fide request" to serve prior to GCEC receiving a request to serve the Lift Station in December 2017. Moreover, when compared to GCEC's estimated costs to serve the Lift Station, Gulf Power's estimated costs far exceed the thresholds for uneconomic duplication established by the Florida Supreme Court and the Procedures & Guidelines. As a matter of fact, Gulf Power's own estimates show that its cost to serve the Lift Station is more than 335% higher than GCEC's estimates, and dwarfs GCEC's cost to serve by more than \$58,000. To distract from this significant disparity in cost of service, Gulf Power attempts to use the "notice" provisions in Section 2.3 to argue that GCEC has waived its right to serve.

With respect to the sufficiency of notice issue, even assuming Section 2.3 is the proper procedure, undisputed facts show that Gulf Power employee Joshua Rogers' October 20, 2017 email to GCEC employee C. Peyton Gleaton, Jr. (the "October 2017 Email") did not comply with that procedure because it failed to provide GCEC with "all relevant information" about the service request. Mr. Rogers himself conceded that his email did not properly identify the location of the Lift Station, and failed to provide GCEC with the name of the customer, the size



of the load, or the location of Gulf Power's facilities nearest to the Lift Station. The October 2017 Email thus was insufficient to serve as the "notice" required in order to trigger any right by Gulf Power to serve the Lift Station.

With respect to the final issue, the Motion cannot be granted because Gulf Power has altogether failed to meet its burden of putting forth undisputed facts that conclusively show GCEC waived its right to serve the Lift Station. Florida courts have consistently held that a question of waiver inherently involves factual issues that are not appropriate for decision by summary final order. *See Hale v. Dep't of Revenue*, 973 So. 2d 518, 523 (Fla. 1st DCA 2007); *Schiebe v. Bank of Am., N.A.*, 822 So. 2d 575, 575 (Fla. 5th DCA 2002); *Dusich v. Horley*, 535 So. 2d 507, 509 (Fla. 2d DCA 1988); *Parker v. Dinsmore Co.*, 443 So. 2d 356, 358 (Fla. 1st DCA 1983). Furthermore, granting Gulf Power's Motion has serious policy implications as it would effectively allow Gulf Power to serve the Lift Station regardless of whether its cost of service significantly exceeds that of GCEC, and would prevent the Commission from fulfilling its statutory obligation in Section 366.04(5), Florida Statutes, to ensure against "uneconomic duplication."

#### **Legal Standard**

The Commission's standard for granting a motion for summary final order is very difficult to meet and is the same as the standard for granting summary judgment in a court of law. *In re: Petition for approval of Special Gas Transp. Serv. agreement with Fla. City Gas by Miami-Dade Cnty. through Miami-Dade Water & Sewer Dep't* ("Special Gas Transportation Service"), Docket No. 090539-GU, Order No. PSC-11-0244-FOF-GU, at 3-4 n.6 (Fla. PSC June 2, 2011).

The law in Florida law is settled that Gulf Power, as “the party moving for summary judgment[,] is required to conclusively demonstrate the nonexistence of an issue of material fact, and . . . every possible inference [must be drawn] in favor of the party against whom a summary judgment is sought.” *Green v. CSX Transp., Inc.*, 626 So. 2d 974 (Fla. 1st DCA 1993) (citing *Wills v. Sears, Roebuck & Co.*, 351 So. 2d 29 (Fla. 1977)). The burden is on Gulf Power to demonstrate that the opposing party cannot prevail. *Christian v. Overstreet Paving Co.*, 679 So. 2d 839, 840 (Fla. 2d DCA 1996). “A summary judgment should not be granted unless the facts are so crystallized that nothing remains but questions of law.” *Moore v. Morris*, 475 So. 2d 666, 668 (Fla. 1985); *see also City of Clermont, Fla. v. Lake City Util. Servs., Inc.*, 760 So. 2d 1123, 1124 (5th DCA 2000). If the record reflects the existence of any issue of material fact, possibility of an issue, or “raises even the slightest doubt” that an issue might exist, summary judgment—or a summary final order—is improper. *Albelo v. S. Bell*, 682 So. 2d 1126, 1129 (Fla. 4th DCA 1996). “[E]ven where the facts are uncontroverted, the remedy of summary judgment is not available if different inferences can be reasonably drawn from the uncontroverted facts.” *Id.*

The Commission must be especially cautious in granting a summary final order since in most instances the order brings “a drastic and sudden conclusion to a lawsuit,” thus foreclosing the litigant from the benefit of and right to a trial on the merits of his or her claim. *In re: Application for transfer of facilities and Certificates No. 353-W and 309-S in Lee Cnty.*, Docket No. 000277-WS, Order No. PSC-01-0360-PAA-WS, at 11 (Fla. PSC Feb. 9, 2001) (quoting *Coastal Caribbean Corp. v. Rawlings*, 361 So. 2d 719, 721 (Fla. 4th DCA 1978)). It is for this reason that the procedural strictures inherent in the principles governing summary judgment and summary final order must be observed. *Id.* (citing *Page v. Staley*, 226 So. 2d 129, 132 (Fla. 4th

DCA 1969); *McCraney v. Barberi*, 677 So. 2d 355 (Fla. 1st DCA 1996)). These “procedural strictures are designed to protect the constitutional right of the litigant to a trial on the merits of his or her claim. They are not merely procedural niceties nor technicalities.” *Id.* at 11-12.

Further, the Commission has expressly warned that “policy considerations should be taken into account in ruling on a motion for summary final order.” *In re: Petition for relief from carrier-of-last-resort (COLR) obligations pursuant to Section 364.025(6)(d), F.S.*, Docket No. 070126-TL, Order No. PSC-07-1008-PAA-TL, at 4 (Fla. PSC Dec. 19, 2007). Importantly, such policy considerations include the public interest, as, after all, “this Commission’s duty [is] to regulate in the public interest,” and thus “the rights of not only the parties must be considered, but also the rights of the Citizens of the State of Florida are necessarily implicated, and the decision cannot be made in a vacuum.” *In re: Application for Certificates to Operate a Water and Wastewater Utility in Charlotte & Desoto Counties*, Docket Nos. 970657-WS & 980261-WS, Order No. PSC-98-1538-PCO-WS, at 8 (Fla. PSC Nov. 20, 1998). Here, the Procedures & Guidelines approved by territorial order serve to preserve the public interest—also ensconced in Section 366.04(5), Florida Statutes—“to assure an adequate and reliable source of energy for operational and emergency purposes in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities.” § 366.04(5), Fla. Stat.

### **Factual Background**

***The Procedures & Guidelines.*** After years of litigation between the parties over uneconomic duplication of facilities and “race to serve” issues, *see, e.g., Gulf Coast Elec. Coop. v. Clark*, 674 So. 2d 120 (Fla. 1996); *Gulf Power Co. v. Pub. Serv. Comm’n*, 480 So. 2d 97 (Fla. 1985), and after the Florida Supreme Court provided Gulf Power and GCEC with definitive guidance regarding whether their respective service to a specific location would constitute



uneconomic duplication of facilities, *Clark*, 674 So. 2d at 123, the Commission directed Gulf Power and GCEC to “establish detailed procedures and guidelines addressing subtransmission, distribution, and requests for new service which are enforceable with each respective utility.” *See in re: Petition to resolve territorial dispute with Gulf Coast Elec. Coop., Inc. by Gulf Power Co.*, Docket No. 930885-EU, Order No. PSC-98-1074 (Fla. PSC Jan. 28, 1998). To comply with the Commission’s directive, in early 2001 GCEC and Gulf Power agreed to the Procedures & Guidelines, which were primarily drafted by Gulf Power. *Haswell Aff.* ¶ 3. Thereafter, the Procedures & Guidelines were submitted to the Commission for approval in Docket No. 930885-EU. After hearing from the parties, the Commission voted to approve the Procedures & Guidelines on March 13, 2001, under its authority to approve “territorial agreements.” That vote was memorialized in Order Nos. PSC-01-0891-PAA-EU and PSC-01-0891A-PAA-EU (collectively, the “Territorial Order”).

The Procedures & Guidelines are expressly designed to avoid “further uneconomic duplication of facilities” by prescribing detailed procedures for determining which of GCEC and Gulf Power should provide electric service in response to a new customer request. The Procedures & Guidelines call for a transparent “comparative analysis” of whether a utility’s service to a customer would result in “uneconomic duplication of facilities” which necessarily requires a review of “customer load requirements, proximity to existing facilities of both utilities, capabilities of existing facilities, and the costs to provide the required service.” Complaint Composite Ex. A, Territorial Order, pp. 2-3. That “comparative analysis” is based on two fundamental precepts. First, “[w]hether or not a Utility’s provision of electric service to a Customer would result in further uneconomic duplication of the other Utility’s facilities is primarily dependent upon whether or not there is a significant difference in the Cost of Service

for each of the utilities.” Complaint Composite Ex. A, Procedures & Guidelines § 2.1. Second, “[the] likelihood of there being a significant difference in the Cost of Service is primarily a function of the size of the Load, and the difference in distance between the Point of Delivery and the Existing Facilities of each utility.” *Id.* With these precepts in mind, upon receiving a “bona-fide request for service from a Customer,” GCEC or Gulf Power may agree to provide the requested services but only if the conditions of either Section 2.2 or Section 2.3 of the Procedures & Guidelines are met. *Id.*

Section 2.2, in relevant part, authorizes a utility to agree serve a prospective customer, without any further conditions, for any size load where the requested utility’s existing facilities are within 1,000 feet of the point of delivery or are no more than 1,000 feet further from the point of delivery than the existing facilities of the other utility. *Id.* § 2.2(a). Section 2.2 also authorizes a utility to agree to serve a prospective customer without further conditions if the customer’s load is greater than 100 kVa but no more than 500 kVa, the construction required is predominantly the addition of new pole line, and the requested utility’s existing facilities are no more than 1,500 feet further from the point of delivery than the existing facilities of the other utility. *Id.* § 2.2(b).<sup>2</sup>

**Section 2.3.** If there is a “bona-fide request of service from a Customer,” and service by the requested utility to a specific point of delivery would **not** meet the load and distance criteria in Section 2.2, **but** the requested utility still “believes” its cost to serve the Point of Delivery would not be “significantly more than that of the other utility,” then the requested utility is required to comply with the procedures set forth in Section 2.3 “to determine if the requested

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<sup>2</sup> Gulf Power concedes that “GCEC’s Existing Facilities are approximately 3,000 feet closer to the Lift Station than those of Gulf Power.” Gulf Power’s Answer ¶ 19. Therefore, it is undisputed that GCEC meets the load and distance criteria to serve the Lift Station under Section 2.2. Gulf Power conceded that it does not meet the load and distance criteria to serve the Lift Station under Section 2.2. Ex. 1, Rogers Deposition 25:2-7.



Utility may agree to provide service.” In the event there is a “bona-fide request for service from a Customer,” Section 2.3 of the Procedures & Guidelines provides, in relevant part, as follows:

*(a) The requested Utility is to notify the other Utility of the Customer’s request, providing all relevant information about the request.*

(b) If the other Utility believes that its facilities would be uneconomically duplicated if the request is honored, it has five (5) working days **from receipt of notice** to request a meeting or other method to be conducted within ten (10) working days for the purpose of comparing each Utility’s Cost of Service. Absent such a request or upon notification from the other Utility of no objection to the requested Utility’s providing the service, the requested Utility may agree to provide service.

*Id.* § 2.3 (emphasis added).

In order to properly invoke the provisions specified in Section 2.3: (1) the utility must receive a “bona-fide request for service from a Customer,” *id.* § 2.1.; and (2) the utility receiving the customer request must have a reasonable basis to “believe that its Cost of Service would not be significantly more than that of the other Utility.” *Id.* § 2.3. If those two conditions are met, the utility receiving the request for service is then required “to notify the other Utility of the Customer’s request, providing all relevant information about the request.” *Id.* § 2.3(a). Notably, this provision does not simply mandate notice—it mandates notice which provides “all relevant information about the request.” That is because upon receipt of such notice, the “notified” utility only has five working days to “request a meeting or other method to be conducted” within 10 additional working days “for the purpose of comparing each Utility’s Cost of Service.” *Id.* § 2.3(b). Thus, in short order, the “notified” utility needs all relevant information in order to compute its own cost of service to determine whether it should push for a cost of service comparison. Since computation of cost of service “is primarily a function of the size of the Load, and the difference in distance between the Point of Delivery and the Existing Facilities of each utility,” *id.* § 2.1, the “notified” utility, at a minimum, must be provided with information



on the size of the load, the precise geographic location of the point of delivery, and the precise geographic location of the other utility's nearest existing facilities capable of serving the load. The "notified" utility also needs that basic information to determine if the Section 2.3 procedure is even properly invoked. If the notice does not "provid[e] all relevant information about the request," the requirement to respond within five working days of "receipt of notice" is not triggered. *See id.* §§ 2.3(a) & (b).

***The Competing Service Requests.*** Gulf Power claims to have received a "verbal" request to serve the Lift Station from the St. Joe Company at a meeting on October 11, 2017. Ex. 1, Rogers Deposition 22:15-17. Gulf Power contends that it acted under Section 2.3 to notify GCEC of the service inquiry via a short email sent by Joshua Rogers of Gulf Power to C. Peyton Gleaton, Jr. of GCEC on October 20, 2017. The email bears the subject line "Electrical Service Request," and reads in its entirety, save the greetings line and signature block, as follows:

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in any duplication of facilities.

Mr. Rogers acknowledges that he had never read the Procedures & Guidelines until sometime "between October 11th and October 20th of 2017," Ex. 1, Rogers Deposition 16:12-140-144-7, 11-14, and composed the email in just a few minutes prior to sending it, *id.* 59:4-7, 11-14. Mr. Rogers further claims that he composed the email by himself and never vetted the email with anyone else prior to sending it on October 20, 2017. *Id.* 58:18-25, 59:1-3. Gulf Power acknowledges that Mr. Rogers had never communicated with Mr. Gleaton prior to sending the short email on October 20, 2017. Gulf Power's Answer ¶ 28; Ex. 1, Rogers Deposition 60:21-24. Gulf Power further acknowledges that the email makes no reference to a "territorial agreement," Ex. 1, Rogers Deposition 65:15-20 or the "Procedures & Guidelines," *id.* 12:8-16.

Gulf Power also acknowledges that prior to sending the October 2017 Email, it had information in hand which would enable a party to determine the name of the customer submitting the inquiry, the location of the lift station, the location of GCEC's and Gulf Power's existing facilities, and the size of the load—all vitally important information that it did *not* provide to GCEC. Ex. 1, Rogers Deposition 27:3-22, 28:6-22, 41:6-10, 67:6-69:22. As explained in greater detail below, GCEC disputes that this email provides “notice” as required by the Territorial Order and the Procedures & Guidelines. While Gulf Power claims to have received a “verbal” request to serve the Lift Station on October 11, 2017, it is undisputed that on December 14, 2017, Bay County requested that GCEC serve the Lift Station, identified as being located at 1900 Highway 388 West in Bay County. It is further undisputed that the customer request GCEC received on December 14, 2017, was the first knowledge GCEC had regarding service being requested or needed at a lift station at 1900 Highway 388 West.

After receipt of the request for service to the Lift Station at 1900 Highway 388 West, GCEC promptly calculated the distance of the lift station from GCEC's facilities and from Gulf Power's facilities, and concluded that GCEC's facilities were over 3000 feet closer to the Lift Station than those of Gulf Power and that it was reasonable to expect that GCEC should serve that Lift Station. Gleaton Aff. ¶¶ 9 & 10; Ex. 2, Gleaton Deposition 38:3-20; Ex. 2, Gleaton Deposition Ex. 5, 20180125-GPC POD 8-002. GCEC then began working up all of the information and agreements required to serve the lift station. Ex. 2, Gleaton Deposition 41:19-44:25; Ex. 2, Gleaton Deposition Exs. 5 & 6. On December 15, 2017, GCEC advised the customer that GCEC would serve this lift station as requested. Gleaton Aff. ¶ 10. On December 22, 2017 GCEC provided Bay County a detailed cost estimate to serve the Lift Station. Ex. 2, Gleaton Deposition Ex. 5, 20180125-GPC POD 8-002 & 8-013.



At the same time that Bay County requested that GCEC serve the Lift Station at 1900 Highway 388 West, Bay County advised GCEC that there was *another* lift station located at 3815 Highway 388 West, just east of the Northwest Florida Beaches International Airport (“Airport”), which Bay County assumed that Gulf Power would serve since it was located immediately adjacent to Gulf Power’s facilities. Gleaton Aff. ¶¶ 9-10; Ex. 2, Gleaton Deposition 38:3-20; Ex. 2, Gleaton Deposition Ex. 5, 20180125-GPC POD 8-002.

After learning on December 14, 2017, that the customer intended to request Gulf Power to serve another lift station located at 3815 Highway 388 West, as a courtesy, GCEC sent an email to Gulf Power on January 8, 2018, advising of the customer’s request that GCEC serve the Lift Station at “1900 Highway 388 West,” since GCEC’s facilities were much closer to this point of delivery. Gleaton Aff. ¶ 12; Ex. 2, Gleaton Deposition 23:17-19; Ex. 2, Gleaton Deposition Ex. 3, 20180125-GPC POD 6-001.

Gulf Power responded to that courtesy correspondence four days later, on January 12, 2018, claiming that GCEC had “waived any right to serve the subject location” of 1900 Highway 388 West by virtue of not responding to Gulf Power’s “notice” sent in October 2017. Gulf Power’s Answer Ex. I. For the first time, Gulf Power asserted that the October 2017 Email was intended to reference the “Lift Station at 1900 Hwy 388 W.” *See id.*<sup>3</sup>

Not long thereafter, on January 17, 2018, the customer contacted GCEC and indicated that it would “not be moving forward” with GCEC on the Lift Station and that a formal letter stating the same would be forthcoming. Ex. 3, January Emails, 20180125-GPC POD 8-028. Responding to a chain of emails in which GCEC detailed the work it had already done in light of

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<sup>3</sup> In addition to disputing the adequacy of the purported “notice” given by the October 2017 Email, GCEC also ardently disputes that it ever “knowingly and willingly waived or relinquished its right to serve the Lift Station under the Territorial Order” by virtue of the inadequate notice. Compl. ¶ 23; Gleaton Aff. ¶¶ 6-7; Ex. 2, Gleaton Deposition 46:17-21.

the request for service, the customer representative acknowledged the “frustration this will create.” *Id.*

***The Differing Costs to Serve.*** The present record reveals the utilities’ differing costs to serve the Lift Station in dispute. Gulf Power’s cost to serve the Lift Station is estimated to be \$76,000. Complaint Ex. C; *see also* Ex. 1, Rogers Deposition 42:9-13. In contrast, GCEC’s cost to serve the Lift Station is estimated to be \$17,393.28. Complaint ¶ 18; Complaint Ex. B. The threshold for uneconomic duplication of services under the Territorial Order is whether one utility’s cost of service would exceed the other utility’s cost of service by either \$15,000 or by more than 25%. Procedures & Guidelines § 2.3(d). As it stands, Gulf Power will exceed both of those thresholds, as Gulf Power’s proposed cost of service exceeds GCEC by more than \$58,000 and Gulf Power’s proposed cost of service is 335% more than GCEC’s cost of service. *Compare* Complaint ¶ 18; Complaint Ex. B, *with* Complaint Ex. C; Ex. 2, Gleaton Deposition Ex. 5, 20180125-GPC POD 8-002 and 8-013.

### **Argument and Authorities**

**I. Under the facts of this case, Section 2.3 of the Procedures & Guidelines is not the proper procedure to determine which utility should provide electric service to the Lift Station.**

Section 2.3 of the Procedures & Guidelines should not be used by the Commission to determine which utility should serve the Lift Station in question. In order to properly invoke the provisions specified in Section 2.3, the utility receiving the customer request must satisfy two conditions. First, it must have received a “bona-fide request for service from a Customer.” Procedures & Guidelines § 2.1. Second, it must “believe that its Cost of Service would not be significantly more than that of the other Utility.” *Id.* § 2.3. Gulf Power has satisfied neither of these conditions.

*No Bona-fide Request for Service.* Gulf Power had received no “bona-fide request” to serve the Lift Station as of October 20, 2017. After St. Joe Company made an initial verbal inquiry regarding Gulf Power serving the Lift Station at 1900 Highway 388 West, Ex. 1, Rogers Deposition 22:15-17, on October 26, 2017, it subsequently asked Gulf Power to “bypass” the inquiry regarding service to the lift station at 1900 Hwy 388 West and instead focus on serving the lift station at 3815 Highway 388 West, immediately adjacent to Gulf Power’s substation. Ex. 4. Moreover, despite claiming to have received the initial customer service request in early October 2017, Gulf Power never provided any type of cost estimate to St. Joe Company for serving the Lift Station until December 11, 2017, when Mr. Rogers sent an email stating that the customer would owe Gulf Power approximately \$115,000 in contribution in aid of construction (“CIAC”), assuming the customer took responsibility for clearing the trees and limbs in the right of way. Ex. 1, Rogers Deposition 44:18-45:10; Ex. 1, Rogers Deposition Ex. 6. Mr. Rogers further advised that it would take Gulf Power “two months to complete the engineering on this project and provide the exact costs.” Mr. Rogers then concluded his email by inquiring “whether or not you would like us to proceed with completing the engineering for this project?”

Three days after Gulf Power notified St. Joe Company of the estimated CIAC costs it would have to pay, on December 14, 2017, Bay County contacted GCEC and requested that GCEC serve the Lift Station. Ex. 2, Gleaton Deposition 40:7-13, 41:2-14; *see also* Ex. 2, Gleaton Deposition Ex. 5.<sup>4</sup> GCEC spent the next several weeks on the necessary preparations to serve the Lift Station after receiving the request to serve from Bay County. *See* Ex. 3; *see also* Ex. 2, Gleaton Deposition 42:15-46:16; Ex. 2, Gleaton Deposition Ex. 5. It was not until January

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<sup>4</sup> The ultimate customer of the Lift Station will be Bay County, as St. Joe Company, the current owner of the land on which the Lift Station is to be placed, will transfer ownership of the Lift Station to Bay County. Ex. 1, Rogers Deposition 43:9-13.



17, 2018, that GCEC learned Bay County and the St. Joe Company wanted to seek utility service from Gulf Power. Ex. 3, 2018125-GPC POD 8-028.

GCEC's receipt of a request to serve the Lift Station on December 14, 2017, confirms that there was no bona-fide request for service to the Lift Station prior to that date. Because the Lift Station was 3,000 feet closer to GCEC's facilities than to Gulf Power's facilities, GCEC had a right to serve the Lift Station under Section 2.2. Compl. ¶ 19; Gulf Power's Answer, Response to ¶ 19 ("Gulf Power acknowledges that GCEC's Existing Facilities are approximately 3,000 feet closer to the Lift Station than those of Gulf Power.").

***No Reasonable Basis for Gulf Power to Believe Its Cost of Service Would Not Be Significantly More Than GCEC's.*** As noted above, Gulf Power's cost to serve the Lift Station is an estimated \$76,000, Complaint Ex. C; *see also* Ex. 1, Rogers Deposition 42:9-13; in contrast, GCEC's cost to serve the Lift Station is an estimated \$17,393.28. Complaint ¶ 18; Complaint Ex. B; *see also* Ex. 2, Gleaton Deposition Ex. 5, 20180125-GPC POD 8-002 and 8-013. The Procedures & Guidelines were expressly developed to avoid further uneconomic duplication of the facilities. They make it clear that uneconomic duplication of services occurs when one utility's cost of service would exceed the other utility's cost of service by either \$15,000 or by more than 25%. In this case, Gulf Power would exceed both of those thresholds, as Gulf Power's cost of service estimate exceeds GCEC's estimate by more than \$58,000 and Gulf Power's cost of service is 335% more than GCEC's. *Compare* Complaint ¶ 18; Complaint Ex. B, *with* Complaint Ex. C; Ex. 1, Rogers Deposition 42:9-13. Mr. Rogers admitted that he has no documents showing how he compared Gulf Power's cost of serving the lift station to that of GCEC; instead he said he did the cost comparisons "in his head." Ex. 1, Rogers Deposition 42:17-18. There is no plausible way that Gulf Power could reasonably believe that its cost of



service would not be significantly more than GCEC's to serve the Lift Station, a necessary predicate for Gulf Power to invoke the notice procedure of Section 2.3.

To distract from this significant disparity in cost of service, Gulf Power clamors to use the "notice" provisions in Section 2.3 to argue that GCEC has waived its right to serve. As explained below, the October 2017 Email failed to provide any of the relevant information required under Section 2.3 and the notice itself by all accounts is insufficient.

**II. The October 2017 Email failed to "provide all relevant information" about the request for service as required by Section 2.3 of the Procedures & Guidelines and otherwise was insufficient to provide notice.**

Mr. Rogers' short, vague October 2017 Email to Mr. Gleaton was insufficient to meet the Procedures & Guidelines' requirement that Gulf Power, as the requested utility, "notify [GCEC] of the Customer's request, providing all relevant information about the request." Procedures & Guidelines § 2.3(a). Consequently, that GCEC did not respond to that defective notice within five working days of receipt does not mean that Gulf Power may proceed to serve the Lift Station, as the lack of a response to this deficient notice did not constitute any waiver by GCEC.

**A. The October 2017 Email did not provide "all relevant information about the request."**

The Procedures & Guidelines are clear: "The requested Utility is to notify the other Utility of the Customer's request, providing *all relevant information about the request.*" Procedures & Guidelines § 2.3 (emphasis added). The Procedures & Guidelines are designed to eliminate and avoid uneconomic duplication, the existence of which depends on whether there is a significant difference in the cost of service for each of the utilities, which "is primarily a function of the size of the Load, and the difference in distance between the Point of Delivery and the Existing Facilities of each Utility." *Id.* § 2.1. Further, the definitions of "Point of Delivery" and "Existing Facilities" under the Procedures & Guidelines illustrate that the comparative

distance calculations called for require that the location of each be precisely described. *Id.* § 1.3 (“Existing Facilities” mean “the Utility’s nearest facilities that are of a sufficient size, character (number of phases, primary voltage level, etc.) and accessibility so as to be capable of serving the anticipated Load of a Customer without requiring any significant modification of such facilities.”); *id.* § 1.5 (“Point of Delivery” means “that geographical location where the Utility’s anticipated facilities that would be used to deliver electrical power to a Customer begin to constitute what is commonly referred to as the service drop or service lateral” and for “a facility with multiple meter points,” the term means “that geographical location at which the primary circuit to serve the facility begins to branch out into sub-circuits to reach the various meter points”).

When electing to proceed under Section 2.3 of the Procedures & Guidelines, the utility receiving the request for service from a customer is required “to notify the other Utility of the Customer’s request, providing all relevant information about the request.” *Id.* § 2.3(a). The provision does not simply say “notify the other Utility of the Customer’s request”; instead, it specifies that notice must “provid[e] all relevant information about the request.” This is because upon receipt of such notice, the “notified” utility only has five working days to “request a meeting or other method to be conducted . . . for the purpose of comparing each Utility’s Cost of Service.” *Id.* § 2.3(b). Thus, in short order, the “notified” utility needs certain relevant information in order to compute its own cost of service to determine whether it should push for a cost of service comparison. Consequently, to comply with and achieve the purpose of the Territorial Order, the utility receiving a request for service must, at a minimum, provide the other utility with notice of the size of the load to be served, the precise location of the point of delivery, and the precise location of the requested utility’s existing facilities. All of that



information is vitally important for determining whether there is uneconomic duplication of facilities under the Territorial Order, and is “relevant information” referenced throughout the Procedures & Guidelines as integral to conducting a cost comparison and to avoiding the uneconomic duplication of facilities. Mr. Rogers admitted as much. Ex. 1, Rogers Deposition 21:8-16, 28:14-22, 32:23-33:12, 41:6-10. However, undisputed facts demonstrate that Mr. Rogers’ October 2017 Email provided GCEC with *none* of that relevant information. Indeed, Mr. Rogers conceded that prior to sending the October 2017 Email, Gulf Power had already obtained and had on hand the name of the customer that had asked Gulf Power to consider serving the Lift Station, yet that information was not provided in the October 2017 Email. Ex. 1, Rogers Deposition 67:16-22. Mr. Rogers conceded that prior to sending the October 2017 Email, Gulf Power had already obtained and had on hand the precise location of the Lift Station, but failed to include that information in the October 2017 Email. Ex. 1, Rogers Deposition 33:7-12, 34:11-16, 37:4, 39:14, 67:10-22. Mr. Rogers conceded further that prior to sending the October 2017 Email, Gulf Power had already obtained and had on hand the size of the Lift Station’s load, yet the October 2017 Email failed to provide that information. Ex. 1, Rogers Deposition 67:23-68:9.

For those reasons alone, the October 2017 Email should be deemed defective and incapable of serving as the notice required under Section 2.3.<sup>5</sup>

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<sup>5</sup> Information adduced through limited discovery suggests that Gulf Power may have actively concealed from the customer that GCEC’s facilities were actually closer to the Lift Station than Gulf Power’s. Mr. Rogers could not “recall” whether he ever told anyone at St. Joe Company that there was a territorial agreement between Gulf Power and GCEC that could impact Gulf Power’s ability to serve the Lift Station. Ex. 1, Rogers Deposition 57:10-25, 58:1-7. Gulf Power claims to have received a verbal request to serve the Lift Station at a meeting on October 11, 2017. When Gulf Power was asked to provide notes of that meeting, Gulf Power produced heavily redacted notes from Mr. Rogers. Ex. 1, Rogers Deposition Ex. 7. Mr. Rogers stated that no attorneys were present at the October 11, 2017 meeting and these redactions were not included or referenced on Gulf Power’s privilege log. Ex. 1, Rogers Deposition 52:2-14. Mr. Rogers himself could not explain the redactions, and admitted that many of the redactions related to his critical meeting on October 11 with the claimed “customer” for the Lift Station, St. Joe Company. Ex.

The only conceivably identifying information for the property subject to the customer service request was a vague 11-digit parcel number, but such information is useless. A property parcel number divorced from identification of the county in which the parcel is located may not be used to locate the parcel at issue. In fact, an internet search of the parcel number—again, the *only* “relevant information” Gulf Power provided in its purported notice—turns up absolutely nothing. Mr. Rogers acknowledged that failing to include the name of the county along with the parcel number was his “mistake.” Ex. 1, Rogers Deposition 68:10-25; 69:1-5. Further, even if Gulf Power had disclosed the county along with the parcel number—which it did not—the parcel number only identifies a large block of land measuring approximately one mile long and one mile wide; Mr. Rogers admitted that the precise location of the Lift Station could not be identified using the parcel number alone. Ex. 1, Rogers Deposition 38:5-39:9. Despite Mr. Rogers’ specific knowledge regarding the locations of the two lift stations at issue on Highway 388 in Bay County, *see, e.g.*, Ex. 1, Rogers Deposition Ex. 4, in the October 2017 Email he made no attempt to distinguish which lift station he was referring to, or to point out that one was located immediately adjacent to Gulf Power’s existing facilities near the airport, Ex. 1, Rogers Deposition 27:3-17; *see also* Gulf Power’s Answer Ex. F. The information given by Mr. Rogers in the October 2017 Email does not come close to identifying the precise location of the point of delivery—the Lift Station.

In stark contrast, Gulf Power has elsewhere gone to great lengths to precisely identify the Lift Station using the 911 verified address of “1900 W. Hwy 388,” Gulf Power’s Answer Exs. C and D (identifying the requested service location as “1900 Hwy 388 West”), or Parcel ID 26597-000-000 in unincorporated Bay County, *see* Ex. 4; *see also* Gulf Power’s Answer ¶ 2 (“Gulf

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1, Rogers Deposition 52:11-53:23. To further mystify the matter, Mr. Rogers stated he was unaware that any request for confidential classification of the un-redacted notes had been made. Ex. 1, Rogers Deposition 54:12-15.



Power received an inquiry from the St. Joe Company ('St. Joe') concerning the provision of electric service to a 112 kVA sewage lift station located on parcel ID 26597-000-000 in unincorporated Bay County"). Indeed, when informing Mr. Gleaton in January 2018 that GCEC had "waived" any right to serve the Lift Station by not responding to the October 2017 Email, Mr. Rogers suddenly indicated that "1900 Hwy 388 W" was the actual "specified location" of the request for service he referenced in his October 2017 Email. *See* Gulf Power's Answer Ex. I.

In short, in order to invoke the procedure in Section 2.3 of the Procedures & Guidelines, the Procedures & Guidelines do not require the requested utility to simply provide "notice"—it requires the utility to give notice "providing all relevant information about the request." Gulf Power's email provided no relevant information and for that reason alone should be deemed deficient.

**B. Email was not an acceptable method to deliver notice.**

In addition to being defective in content, the mode of notice was also defective because the parties never agreed to the use of email as a method of providing notice. To the extent the term "notify" is ambiguous in Section 2.3 of the Procedures & Guidelines, such ambiguity should be construed against the preferred interpretation of the provision's drafter, Gulf Power. Further, standard custom and trade usage in the utility industry reveals that U.S. Mail and/or certified mail is the preferable manner of service of notices required under territorial agreements. Accordingly, Gulf Power could not accomplish notice as required by Section 2.3 of the Procedures & Guidelines—and GCEC certainly could not "waive" its right to serve by failing to respond to a defective notice—provided via email.

First, the parties never agreed to the use of email as a means of providing notice within the docket itself giving rise to the Territorial Order or in drafting the Procedures & Guidelines.

In the notice procedures applicable to the underlying docket in which the Territorial Order was entered (Docket No. 930885-EU), GCEC expressly instructed that “[n]otices and communications” should be “addressed to” the physical mailing addresses of GCEC’s counsel of record and GCEC’s General Manager. *See* GCEC’s Answer to Gulf Power’s Petition in Docket No. 930885-EU. GCEC never indicated or agreed that “[n]otices and communications” should be sent by email.

Further, John H. Haswell, lead counsel for GCEC in Docket No. 930885-EU who assisted with drafting the Procedures & Guidelines, has averred that “[i]t was never anticipated, intended, or agreed by the parties that ‘notice’ as required by any provision of the Territorial Orders, including under Section 2.3 . . . , could be effected by email.” Haswell Aff. ¶ 4. Mr. Haswell’s affidavit is un rebutted. Moreover, to the extent there is any ambiguity with regard to the meaning of “notify” under the Procedures & Guidelines, that ambiguity must be strictly construed against Gulf Power as the primary drafter of the Procedures & Guidelines. Haswell Aff. ¶ 3; *see also, e.g., City of Homestead v. Johnson*, 760 So. 2d 80, 84 (Fla. 2000); *Hurt v. Leatherby Ins. Co.*, 380 So. 2d 432, 434 (Fla. 1980); *Goodwin v. Blu Murray Ins. Agency, Inc.*, 939 So. 2d 1098, 1102 (Fla. 5th DCA 2006).

Regardless, when a contract is silent as to a certain term—such as the method of providing notice—the contract should be interpreted in light of custom and trade usage. *Carr v. Stockton*, 92 So. 814, 815 (1922); *NCP Lake Power, Inc. v. Fla. Power Corp.*, 781 So. 2d 531, 537-40 (Fla. 5th DCA 2001) (where disputed contract was silent as to the hours of operation of unit, court admitted extrinsic evidence of custom and trade usage in order to determine the hours of operation); *Vanater v. Tom Lilly Constr.*, 483 So. 2d 506, 508 (Fla. 4th DCA 1986); *Fred S. Conrad Constr. Co. v. Exch. Bank of St. Augustine*, 178 So. 2d 217, 221 (Fla. 1st DCA 1965);



see also *In re Standard Jury Instructions—Contract & Business Cases*, 116 So. 3d 284, 316 (Fla. 2013) (Instruction 416.16 Interpretation—Meaning of Disputed Technical or Special Words) (“Contracts may be written in light of established custom or trade usage in an industry, and contracts involving such transactions should be interpreted in light of such custom or trade usage.”); *Emerald Pointe Property Owners’ Ass’n v. Commercial Constr. Indus., Inc.*, 978 So. 2d 873, 878 (Fla. 4th DCA 2008) (authorizing admission of parol evidence to explain contract term where terms “leak” and “repaired” were ambiguous).

Based on custom and usage, and consistent with Mr. Haswell’s affidavit, the prevailing method of providing notice under similar utility territorial orders is through U.S. mail and/or certified mail.<sup>6</sup> These territorial orders approved by the Commission both before and after the approval of the Territorial Order establish a customary method for effectuating notice between utility companies. Therefore, while a method of notice was not specified in the Procedures & Guidelines, the established custom or trade usage indicates that the notice requirement in Section 2.3 should be interpreted to mean U.S. Mail or certified mail are permissible modes of sending notice, not email.

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<sup>6</sup> None of the territorial orders surveyed list email as a permissible means of sending notices and communications. See, e.g., *In re: Joint Petition for approval to amend territorial agreement in Lake & Orange Counties by Progress Energy Fla., Inc. & City of Mount Dora*, Docket No. 110263-EU, Order No. PSC-11-0591-PAA-EG (Dec. 22, 2011); *In re: Joint petition for approval of territorial agreement between Sumter Elec. Coop., Inc. & Cent. Fla. Elec. Coop., Inc.*, Docket No. 960468-EC, Order No. PSC-96-0900-FOF-EC (July 15, 1996); *In re: Joint petition for approval of territorial agreement between City Gas Co. of Fla. & S. Fla. Natural Gas Co.*, Docket No. 960510-GU, Order No. PSC-96-752-FOF-GU (June 10, 1996); *In re: Joint petition for approval of territorial agreement in Dixie Cnty. between Cent. Fla. Elec. Coop., Inc. & Tri-Cnty. Elec. Coop. Inc.*, Docket No. 960343-EC, Order No. PSC-96-0753-FOF-EC (June 10, 1996); *In re: Joint petition for approval of territorial agreement between Tampa Elec. Co. & Sumter Elec. Coop., Inc.*, Docket No. 940947-EU, Order No. PSC-94-1396-FOF-EU (Nov. 16, 1994); *In re: Petition for approval of a territorial agreement between Clay Elec. Coop. Inc. & Jacksonville Elec. Auth.*, Docket No. 920202-EU, Order No. PSC-92-1208-FOF-EU (Oct. 26, 1992); *In re: Joint Petition for approval of territorial agreement between Clay Elec. Coop., Inc. & City of Green Cove Springs*, Docket No. 911106-EU, Order No. 25707 (Feb. 11, 1992); *In re: Petition of Suwannee Valley Elec. Coop., Inc. to resolve territorial dispute with Fla. Power Corp. in Hamilton Cnty.*, Docket No. 890780-EU, Order No. 23178 (July 12, 1990); *In re: Joint Petition to Approve Territorial Agreement between Fla. Power Corp. & Withlacoochee River Coop., Inc.*, Docket No. 881164-EU, Order No. 20368 (Nov. 30, 1988); *In re: Joint Petition for Approval of Territorial Agreement between Fla. Power Corp. & Talquin Elec. Coop., Inc.*, Docket No. 880619-EU, Order No. 19806 (Aug. 15, 1988).

**C. The recipient of the notice was not authorized to receive notice under the Procedures & Guidelines.**

Gulf Power also delivered its faulty notice to the wrong person—a person not entitled to receive notice under the Territorial Order. While the Procedures & Guidelines do not specify to whom notices should be sent, the docket in which the Procedures & Guidelines were considered and approved by the Commission does. At the outset of the proceeding in Docket No. 930885-EU, GCEC gave Gulf Power written instructions that all “[n]otices and communications *with respect to this docket* should be addressed to” GCEC’s counsel of record and GCEC’s General Manager. *See* GCEC’s Answer to Gulf Power’s Petition in Docket No. 930885-EU (emphasis added); *see also* Haswell Aff. ¶ 6.

Quite obviously, Mr. Gleaton is not named as a person authorized to receive notice, nor is his title, Vice President of Engineering for GCEC, one of a person authorized to receive notice. Mr. Gleaton also specifically avers that he was *never* authorized or designated by GCEC to receive any type of notice on behalf of GCEC. *See* Bartley Aff. ¶¶ 4-5. Further, prior to January 2018, he was completely unaware that any territorial agreement existed between GCEC and Gulf Power. Gleaton Aff. ¶¶ 3, 5, 8.

This is further confirmed by the sworn statement of Mr. Haswell. Mr. Haswell avers that it was never “anticipated, intended, or agreed that ‘notice’ required to be provided under the Territorial Order[] could be effected by service of notice to anyone at GCEC, other than through notice to its General Manager and its two attorneys of record, [Mr. Haswell] and J. Patrick Floyd.” Haswell Aff. ¶ 5; *see also* Floyd Aff. ¶ 4.

**III. Gulf Power’s Motion for Summary Final Order should not be granted.**

As noted above, “[i]f the record reflects the existence of any issue of material fact, possibility of an issue, or raises even the slightest doubt that an issue might exist, summary



judgment”—and thus, a summary final order—“is improper.” *Special Gas Transportation Service*, Order No. PSC-11-0244-FOF-GU, at 4.

Here, there is no basis to grant Gulf Power’s Motion as the record demonstrates that GCEC has not waived its right to serve the Lift Station under the Procedures & Guidelines. Waiver is the “intentional relinquishment or abandonment of a known right or privilege, or conduct that warrants an inference of the intentional relinquishment of a known right.” *Hale*, 973 So. 2d at 522 (internal quotation marks omitted); *see also Winans v. Weber*, 979 So. 2d 269, 274 (Fla. 2d DCA 2007) (“The elements that must be established to prove waiver are the existence at the time of the waiver of a right, privilege, or advantage; the actual or constructive knowledge thereof; and an intention to relinquish that right, privilege, or advantage.”). A question of waiver inherently involves factual issues that are not appropriate for decision by summary final order. *See Hale*, 973 So. 2d at 523; *Schiebe*, 822 So. 2d at 575; *Dusich*, 535 So. 2d at 509; *Parker*, 443 So. 2d at 358. And it is incumbent upon Gulf Power, as the party “rel[ying] upon the other party’s conduct to imply a waiver,” to show that the conduct relied upon to do so makes out “a *clear* case of waiver.” *Hale*, 973 So. 2d at 522 (internal quotation marks omitted) (emphasis added). The Motion cannot be granted because Gulf Power has altogether failed to meet its burden of putting forth undisputed facts that conclusively show GCEC waived its right to serve the Lift Station.

The facts adduced through limited discovery illustrate that Gulf Power cannot make out a “clear case of waiver.” Mr. Rogers’ short October 2017 Email failed to provide GCEC with vital information that would allow GCEC to make any “knowing” decision regarding the purported notice. Ex. 1, Rogers Deposition 27:3-22, 28:6-22, 41:6-10, 67:6-69:22. Further, Mr. Gleaton disputes that he knowingly waived any right by GCEC to serve the Lift Station, Compl. ¶ 23;



Gleaton Aff. ¶¶ 6-7; Ex. 2, Gleaton Deposition 46:17-21, in addition to the evidence that Mr. Gleaton simply did not have the job title that allowed him to “waive” any contractual right on behalf of GCEC. Thus, based on the Procedures & Guidelines, which require any notice offered under Section 2.3(a) to not simply give notice but notice that “provide[s] all relevant information about the request,” and on the facts on the record at present, Gulf Power cannot conclusively show that GCEC has waived its right to serve the Lift Station. Furthermore, granting Gulf Power’s Motion has serious policy implications as it would effectively allow Gulf Power to serve the Lift Station despite the clear uneconomic duplication of facilities and would foreclose the Commission from fulfilling its statutory obligation to the public set forth in Section 366.04(5), Florida Statutes, to ensure against “uneconomic duplication.” *See, e.g., In re: Application for Certificates to Operate a Water and Wastewater Utility in Charlotte & Desoto Counties*, Order No. PSC-98-1538-PCO-WS, at 8.

### **Conclusion**

For these reasons, and for the reasons set forth in GCEC’s earlier filed Response in Opposition, GCEC respectfully asks the Commission to deny Gulf Power’s Motion for Final Summary Order and grant such other relief as the Commission deems proper.

### **GCEC’s MOTION FOR SUMMARY FINAL ORDER**

As noted above, a party is entitled to a summary final order when there is no genuine issue of material fact and the party is entitled to judgment as a matter of law. § 120.57(1)(h), Fla. Stat. The undisputed evidence adduced through discovery in this case conclusively shows that GCEC did not in fact waive any right to serve the Lift Station under the Procedures & Guidelines and is entitled to a summary final order on this threshold issue.

### Statement of Uncontested Facts

1. Both GCEC and Gulf Power are subject to the Procedures & Guidelines, which set forth a set of requirements and parameters governing Gulf Power's and GCEC's handling of new requests for service. Gulf Power's Answer, p. 3.

2. The Procedures & Guidelines are "enforceable" by the Commission with respect to Gulf Power's and GCEC's handling of new requests for service. Territorial Order, p. 4.

3. The Procedures & Guidelines are expressly designed to avoid "further uneconomic duplication of facilities" by prescribing detailed procedures for determining which of GCEC and Gulf Power should provide electric service in response to a new customer request.

4. The Procedures & Guidelines call for a transparent "comparative analysis" of whether a utility's service to a customer would result in "uneconomic duplication of facilities" which requires a review of "customer load requirements, proximity to existing facilities of both utilities, capabilities of existing facilities, and the costs to provide the required service." Territorial Order, pp. 2-3.

5. The "comparative analysis" embodied in the Procedures & Guidelines is based on two fundamental precepts. First, "[w]hether or not a Utility's provision of electric service to a Customer would result in further uneconomic duplication of the other Utility's facilities is primarily dependent upon whether or not there is a significant difference in the Cost of Service for each of the utilities." Procedures & Guidelines § 2.1. Second, "[the] likelihood of there being a significant difference in the Cost of Service is primarily a function of *the size of the Load, and the difference in distance between the Point of Delivery and the Existing Facilities of each utility.*" *Id.* (emphasis added).

6. The location of “the Point of Delivery,” “size of the Load,” and the “difference in distance between the Point of Deliver and the Existing Facilities of each utility” are important pieces of information for the parties to properly use in complying with the Procedures & Guidelines and the Territorial Order.

7. Gulf Power concedes that “GCEC’s Existing Facilities are approximately 3,000 feet closer to the Lift Station than those of Gulf Power.” Gulf Power’s Answer ¶ 19.

8. Gulf Power conceded that it does not meet the load and distance criteria to serve the Lift Station under any part of Section 2.2. Ex. 1, Rogers Deposition 25:2-7.

9. Because GCEC’s Existing Facilities are approximately 3,000 feet closer to the Lift Station than those of Gulf Power, GCEC meets the load and distance criteria to serve the Lift Station under subsections (a) and (b)(ii) of Section 2.2.

10. Since Gulf Power is precluded from serving the Lift Station under Section 2.2, its only basis for attempting to serve is to utilize the procedures set forth in Section 2.3. Under Section 2.3 of the Procedures & Guidelines (emphasis added),

***(a) The requested Utility is to notify the other Utility of the Customer’s request, providing all relevant information about the request.***

***(b) If the other Utility believes that its facilities would be uneconomically duplicated if the request is honored, it has five (5) working days from receipt of notice to request a meeting or other method to be conducted within ten (10) working days for the purpose of comparing each Utility’s Cost of Service. Absent such a request or upon notification from the other Utility of no objection to the requested Utility’s providing the service, the requested Utility may agree to provide service.***

11. Relevant information concerning a customer’s request for service would include the name of the customer, the precise location of the point of delivery, the size of the load, and the precise location of the requested utility’s existing facilities. Ex. 1, Rogers Deposition 21:8-16, 28:14-22, 32:23-33:12, 41:6-10; *see also* Procedures & Guidelines §§ 1.1, 1.3, 1.4, 1.5, 2.1, 2.3.



12. Prior to sending the October 2017 Email, Gulf Power had already obtained and had ready access to the precise name of the customer that had asked Gulf Power to consider serving the Lift Station. Ex. 1, Rogers Deposition 67:16-19.

13. Gulf Power failed to disclose the name of the customer to GCEC when it sent the October 2017 Email to Mr. Gleaton. Ex. 1, Rogers Deposition 67:20-22; Gulf Power's Answer Ex. F.

14. Prior to sending the October 2017 Email, Gulf Power had already obtained and had ready access to the precise location of the Lift Station. Ex. 1, Rogers Deposition 33:7-12, 34:11-16, 37:4, 39:14, 68:10-12.

15. Gulf Power failed to disclose the location of the Lift Station to GCEC when it sent the October 2017 Email to Mr. Gleaton. Ex. 1, Rogers Deposition 37:4-49:9, 68:13-69:5; Gulf Power's Answer Ex. F.

16. Prior to sending the October 20, 2017 Email, Gulf Power had already obtained and had ready access to the size of the Lift Station's load. Ex. 1, Rogers Deposition 67:23-66:1.

17. Gulf Power failed to disclose the size of the Lift Station's load to GCEC when it sent the October 2017 Email to Mr. Gleaton. Ex. 1, Rogers Deposition 68:6-9; Gulf Power's Answer Ex. F.

18. Although heavily redacted, Mr. Rogers' own notes from his meeting with the customer on October 11, 2017 indicate that he had requested and was "getting 911 address" information from the customer for two lift stations on Highway 388 West in Bay County, Florida. Ex. 1, Rogers Deposition Ex. 7, 20180125-GPC POD 5-1 & 5-2; Ex. 1, Rogers Deposition 29:5-25.

19. Mr. Rogers received the verified 911 addresses from the customer by email from Ms. Bridget Precise on October 11, 2017, which described the Lift Stations as follows: "Lift Station 1 is on parcel 26508-000-000 with a street address 3815 W. Hwy 388" and "Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388." Ex. 1, Rogers Deposition 33:7-12; Ex. 1, Rogers Deposition Ex. 4, pp. 001, 015, 016, 019.

20. Prior to and after sending the October 2017 Email to Mr. Gleaton, Gulf Power routinely referred to the Lift Station by using a physical address and/or a parcel number and county. Gulf Power's Answer Exs. C & D (identifying the requested service location as "1900 Hwy 388 West"); Gulf Power's Answer ¶ 2 ("Gulf Power received an inquiry from the St. Joe Company ('St. Joe') concerning the provision of electric service to a 112 kVA sewage lift station located on parcel ID 26597-000-000 in unincorporated Bay County"); Ex. 1, Rogers Deposition Ex. 6 (identifying lift station at "1900"). The customer's first email to Gulf Power on October 11, 2017, identified the Lift Station specifically as "Lift Station 2 . . . on parcel 26597-000-000 with a street address of 1900 W. Hwy 388." Ex. 4.

21. In documents produced by Georgia Power during discovery, no documents referred to the Lift Station by parcel number alone except Mr. Rogers' October 2017 Email to Mr. Gleaton.

22. Mr. Rogers has admitted that his failure to include the County along with the parcel number in the October 2107 Email was a "mistake." Ex. 1, Rogers Deposition 68:10-25; 69:1-5.

23. Information adduced through limited discovery suggests Gulf Power in discussions with the prospective customer may have withheld the fact that GCEC's facilities were actually closer to the Lift Station than Gulf Power's.

24. Mr. Rogers could not “recall” whether he ever told anyone at St. Joe Company that there was a territorial agreement between Gulf Power and GCEC that could impact Gulf Power’s ability to service the Lift Station. Ex. 1, Rogers Deposition 57:10-25, 58:1-7.

25. When Gulf Power was asked to provide notes relevant to the proceeding and the limited scope of discovery, Gulf Power produced heavily redacted notes from Mr. Rogers. Ex. 1, Rogers Deposition Ex. 7.

26. Mr. Rogers stated that no attorneys were present at the October 11, 2017 meeting and these redactions were not included or referenced on Gulf Power’s privilege log. Ex. 1, Rogers Deposition 52:2-14.

27. Mr. Rogers himself could not explain the redactions, and admitted that many of the redactions related to his critical meeting on October 11 with the claimed “customer” for the Lift Station, St. Joe Company. Ex. 1, Rogers Deposition 52:11-53:23. To further mystify the matter, Mr. Rogers stated he was unaware that any request for confidential classification of the un-redacted notes had been made.

28. Gulf Power admitted that it did not disclose the existence of the Procedures & Guidelines to the customer inquiring about service at its initial meeting with the customer. Ex. 1, Rogers Deposition 56:23-4. Gulf Power’s representative, Mr. Rogers, could not recall if he ever disclosed the existence of the Procedures & Guidelines to the customer. Ex. 1, Rogers Deposition 57:10-58:8.

### **Argument and Authorities**

The Procedures & Guidelines and the Territorial Order are designed to eliminate and avoid uneconomic duplication, the existence of which depends on whether there is a significant difference in the cost of service for each of the utilities, which “is primarily a function of the size



of the Load, and the difference in distance between the Point of Delivery and the Existing Facilities of each Utility.” Procedures & Guidelines § 2.1. The Procedures & Guidelines call for a “comparative analysis” of whether a utility’s service to a customer would result in “uneconomic duplication of facilities” which in turn requires a transparent review of “customer load requirements, proximity to existing facilities of both utilities, capabilities of existing facilities, and the costs to provide the required service.” Territorial Order, pp. 2-3.

To ensure transparency in the utilities’ comparative analysis, a utility receiving a customer service request that elects to proceed under Section 2.3 of the Procedures & Guidelines is required “to notify the other Utility of the Customer’s request, providing all relevant information about the request.” *Id.* § 2.3(a). The provision does not simply say “notify the other Utility of the Customer’s request”; instead, it specifies that notice must “provid[e] all relevant information about the request.” This is because upon receipt of such notice, the “notified” utility only has five working days to “request a meeting or other method to be conducted . . . for the purpose of comparing each Utility’s Cost of Service.” *Id.* § 2.3(b). Thus, in short order, the “notified” utility needs certain relevant information in order to compute its own cost of service to determine whether it should push for a cost of service comparison. To comply with and achieve the purpose of the Territorial Order, the utility receiving a request for service must, at a minimum, provide the other utility with notice of the size of the load to be served, the precise location of the point of delivery, and the precise location of the requested utility’s existing facilities. All of that information is vitally important for determining whether there is uneconomic duplication of facilities under the Territorial Order.

The October 2017 Email that Mr. Rogers sent to Mr. Gleaton is devoid of that vitally relevant information, notwithstanding that Gulf Power had already obtained and had ready

access to that information prior to Mr. Rogers sending his email. It is elemental that “there can be no waiver if the party against whom the waiver is invoked did not know all of the material facts.” *Winans*, 979 So. 2d at 274. Although issues of waiver are typically not resolved on a motion for summary final order, GCEC submits that the record facts at present demonstrate the existence of no disputed issue of material fact regarding whether Gulf Power’s claimed “notice” was deficient under the Procedures & Guidelines. *See id.* at 274-76 (reversing order that doctrine of waiver applied to cut off the Winans’ rights under contract and remanding for entry of a judgment in favor of the Winans). Therefore, GCEC is entitled to a summary final order that it did not waive its ability to serve the Lift Station by virtue of not responding to the October 2017 Email within five days.

Finally, in addressing prior territorial disputes between GCEC and Gulf Power, the Florida Supreme Court has critically evaluated whether a utility has actively concealed its intent to serve a customer in proximity to the other utility. *See Clark*, 674 So. 2d at 123 (in upholding GCEC’s right to serve, the Court noted that “GCEC never intended to hide its actions” in attempting to serve the customer in question). Because of the limited discovery in this proceeding thus far, and given that Gulf Power has heavily redacted meeting notes regarding its efforts to serve the Lift Station, *see, e.g.*, Ex. 1, Rogers Deposition 51:9-25, 52:1-25, 53:1-25, 54:1-25, 55:1-25, 56:1-25, it is not possible to determine whether there was intentional concealment of information. However, the undisputed facts in the record do conclusively show that Gulf Power had on hand vitally relevant information regarding the request to serve the Lift Station and failed to provide that relevant information to GCEC as required by Section 2.3 of the Procedures and Guidelines. That alone should entitle to GCEC a summary order finding that it did not waive its ability to serve the Lift Station.

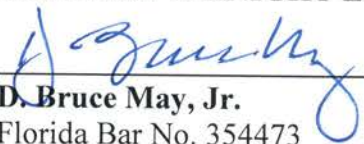
**Certificate of Conferral**

Pursuant to Rule 28-106.204(3), Florida Administrative Code, GCEC counsel has conferred with Gulf Power and Gulf Power objects to GCEC's Motion for Summary Final Order.

**WHEREFORE**, GCEC respectfully moves for the prehearing officer to enter an order denying Gulf Power's Motion for Summary Final Order and granting GCEC's Motion for Summary Final Order.

Respectfully submitted on September 11, 2018.

**HOLLAND & KNIGHT LLP**

  
\_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished by overnight delivery to: Jeffrey A. Stone, Gulf Power Company, General Counsel, Sandy Sims, Eastern District General Manager, Gulf Power Company, and Rhonda J. Alexander, One Energy Place, Pensacola, Florida 32520-0780, and Russell A. Badders and Steve Griffin, Beggs & Lane, 501 Commendencia Street, Pensacola, Florida 32502, and by hand-delivery to Mary Anne Helton, Deputy General Counsel, and Jennifer Crawford and Kurt Schrader, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399, all on this 11th day of September, 2018.

  
\_\_\_\_\_  
Attorney

# EXHIBIT 1

**DEPOSITION OF JOSHUA R. ROGERS 08/17/18**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In Re: Complaint by Gulf Coast Electric  
Cooperative, Inc., against Gulf Power  
Company for violation of a territorial  
order.

Docket No.: 20180125-EU

Filed : July 27, 2018

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**DEPOSITION OF JOSHUA R. ROGERS**

Taken on Behalf of  
Gulf Coast Electric Cooperative, Inc.

**DATE TAKEN:** Friday, August 17th, 2018  
**TIME:** 1:00 p.m. - 3:40 p.m.  
**PLACE:** Anchor Court Reporting  
229 South Baylen Street  
Pensacola, Florida 32502

Examination of the Witness reported by:

Pamela Dee Elliott, Florida Professional Reporter  
Notary Public, State of Florida

**ANCHOR COURT REPORTING**  
229 South Baylen Street  
Pensacola, Florida 32502



A P P E A R A N C E S

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<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
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\*\*\*\*\*NONE\*\*\*\*\*

**STIPULATION**

It is stipulated and agreed by Counsel for the parties that the deposition is taken for the purpose of discovery and/or evidence; that all objections save as to the form of the question are reserved to the time of trial; and that the reading and signing of the deposition are not waived, together with notice of the original hereof.

\* \* \* \* \*



1 WHEREUPON, the Witness,

2 JOSHUA R. ROGERS,

3 having been duly sworn by the Court Reporter testified  
4 on his oath as follows:

5 THE WITNESS: I do.

6 DIRECT EXAMINATION

7 BY MR. MAY:

8 Q. Please state your name.

9 A. Joshua Rogers.

10 Q. Mr. Rogers, I'm Bruce May with the law firm  
11 of Holland and Knight representing Gulf Coast Electric  
12 Cooperative in this matter. For the record, this  
13 deposition is being taken pursuant to notice dated  
14 July 27th, 2018, in Public Service Commission Docket  
15 Number 20180125.

16 I just want to go over a couple of  
17 housekeeping items at the beginning to make sure that  
18 the deposition goes as smoothly as possible. Have you  
19 ever been deposed before?

20 A. No, sir.

21 Q. This is your first time?

22 A. Yes, sir.

23 Q. So the court reporter is going to be taking  
24 an accurate -- try to get a word-for-word transcript of  
25 everything you say, so we want you to please speak

1 loudly and as clearly as you can. Sometimes I have a  
2 tendency to nod my head and that's not good because  
3 that's not going to be taken up on the transcript, so  
4 answer verbally if you can. If you would, I'd ask that  
5 you please wait until I finish asking the question  
6 before you begin to answer so that we're not talking --

7 MR. MAY: Hey, Bruce, we have a really bad  
8 feedback on your end. Are you guys hearing it as  
9 well?

10 (Off-the-record comments were made.)

11 MR. MAY: Back on the record.

12 Q. (By Mr. May) Mr. Rogers, I was saying so  
13 that we move forward with the deposition as efficiently  
14 as possible, I'd ask that you wait until I finish  
15 answering (sic) a question before you begin to answer so  
16 that we don't talk over one another. And for each  
17 question I ask, I'm going to assume you understand the  
18 question unless you let me know otherwise. If I ask you  
19 a question you don't understand, you'll agree to let me  
20 know; right?

21 A. Yes, sir.

22 Q. Okay. What did you do to prepare for this  
23 deposition?

24 A. In preparation for this deposition, I  
25 reviewed some of my files, met with attorneys and came

1 here today.

2 Q. You say you reviewed some of your files.  
3 Any specific documents that you reviewed in preparation?

4 A. Reviewed the -- specifically reviewed some  
5 of the stuff that has been asked in discovery through  
6 the proceedings in the docket.

7 Q. So you had some meetings with your  
8 attorneys before coming over?

9 A. Yes, sir.

10 Q. Any other preparation?

11 A. No, sir.

12 Q. Could you please describe briefly your  
13 educational background?

14 A. Yes, sir. I went to Pensacola Junior  
15 College for associate's degree; University of Florida,  
16 bachelor's degree; University of West Florida for my  
17 master's.

18 Q. Are you a licensed professional engineer?

19 A. Yes, sir.

20 Q. Okay. And you're currently employed by  
21 Gulf Power; correct?

22 A. Yes, sir.

23 Q. And what's your current position?

24 A. I'm currently the district engineering  
25 supervisor.



1 Q. And how long have you been in that  
2 position?

3 A. I've been in that position about eight  
4 months.

5 Q. And prior to serving as district  
6 engineering supervisor, what was your job position with  
7 Gulf Power?

8 A. Prior to the district engineering  
9 supervisor, I was the engineering supervisor two for  
10 Panama City Beach.

11 Q. During which period of time were you the  
12 supervisor in Panama City Beach?

13 A. From October 2015 through December 2017.

14 Q. Okay. And can you repeat what your job  
15 title was prior to December 2017?

16 A. Engineering supervisor two.

17 Q. Two?

18 A. Uh-huh.

19 Q. Okay. And as an engineering supervisor  
20 two, what were your job duties and responsibilities?

21 A. As an engineering supervisor two, I was in  
22 charge of the Panama City Beach engineering group,  
23 responsible for design and engineering distribution  
24 facilities out of the Panama City Beach office.

25 Q. Who did you report to while you were the

1 engineering supervisor two in Panama City Beach?

2 A. I reported to the district operations  
3 manager.

4 Q. And who was that?

5 A. The district operations manager is Shelly  
6 Scarborough.

7 Q. Now, in your current position as district  
8 engineering supervisor, what district are you  
9 responsible for?

10 A. I'm responsible for the Eastern district.

11 Q. And what does that cover?

12 A. The Eastern district covers the Panama City  
13 Beach, the Panama City and the Chipley headquarters.

14 Q. Okay. And as district engineering  
15 supervisor in your current job, who do you report to?

16 A. I report to the district operations  
17 manager.

18 Q. And who is that?

19 A. Shelly Scarborough.

20 Q. Prior to serving as, I guess, engineering  
21 supervisor two for Panama City Beach, did you have any  
22 other jobs with Gulf Power?

23 A. Yes, sir.

24 Q. And what were those?

25 A. Prior to the engineering supervisor two

1 role, I've held positions as a distribution engineer,  
2 protection and controls engineer, reliability and power  
3 quality engineer. I've served as the forecasting -- not  
4 forecasting, I'm sorry -- the costing and load research  
5 engineer. I believe that's it.

6 Q. And how long have you been working for Gulf  
7 Power?

8 A. I've been with Gulf Power for about  
9 12-and-a-half years.

10 Q. And prior to that, where were you employed?

11 A. Prior to Gulf Power Company?

12 Q. Yes.

13 A. I worked for J. Chandler Custom Homes.

14 Q. Okay. In what counties does Gulf Power  
15 currently provide electric power, electric service?

16 A. Gulf Power serves customers as far west as  
17 Escambia County and as far east as Bay County. I do not  
18 know the county in which Sneads is located. I know  
19 that's a different county there. We serve Walton  
20 County, Bay County, part of Jackson and Washington.

21 Q. Okay.

22 A. As well as others in there --

23 Q. Sure.

24 A. -- included.

25 Q. Mr. Rogers, I'm going to show you a series



1 of documents. The first one I'm going to mark as  
2 Deposition Exhibit 1.

3 (Whereupon, GCEC's Exhibit No. 1 was  
4 marked for identification.)

5 Q. (By Mr. May) And this is the email  
6 attached as Exhibit F to Gulf Power's Answer to Gulf  
7 Coast Electric Cooperative's Complaint in this docket.  
8 Have you had a chance to review the document?

9 A. Yes, sir.

10 Q. Is this the email that you sent to Peyton  
11 Gleaton on October 20, 2017?

12 A. Yes, sir.

13 Q. And your October 20 email refers to an  
14 agreement between Gulf Power and GCEC. Do you see that?

15 A. Yes.

16 Q. Okay. This will be Deposition Exhibit  
17 Number 2.

18 (Whereupon, GCEC's Exhibit No. 2 was  
19 marked for identification.)

20 Q. (By Mr. May) Mr. Rogers, this document  
21 which I've marked as Deposition Exhibit 2, on the second  
22 page, take a look at that if you would. It's titled  
23 Procedures and Guidelines for Avoiding Further  
24 Uneconomic Duplication. Is this a document you refer to  
25 in your October email as the agreement?

1 A. Yes.

2 Q. Have you read this document?

3 A. Yes.

4 Q. Can you point to me where the term  
5 agreement is used in this document?

6 A. I do not see the word agreement in the  
7 document.

8 Q. Can you explain to me then why did you  
9 refer to the Procedures and Guidelines document as an  
10 agreement in your October 20 email?

11 A. When I received training on what we call  
12 territorial issues, there are agreements or documents,  
13 processes that we follow as part of when we have  
14 territorial issues. And so what I refer to there as an  
15 agreement is referring to the territorial document  
16 between Gulf Power and Gulf Coast Electric Cooperative.

17 Q. So you received training on territorial  
18 issues from Gulf Power?

19 A. Yes, sir, we have training for territorial  
20 issues.

21 Q. And as part of that training, who provides  
22 that training to you?

23 A. I don't recall who was the teacher of that  
24 training.

25 Q. Are you aware that the Procedures and

1 Guidelines document was approved by the Florida Public  
2 Service Commission?

3 A. Yes, sir.

4 Q. Okay. Are you familiar with the PSC orders  
5 approving that Procedures and Guidelines document?

6 A. I know this is the result of that docket,  
7 but I'm not familiar with that docket.

8 Q. Okay. But are you familiar with the PSC  
9 orders that approved this Procedures and Guidelines  
10 document?

11 A. Could you ask that question again?

12 Q. Sure. Do you know if the Florida Public  
13 Service Commission approved the Procedures and  
14 Guidelines document which we've marked as Deposition  
15 Exhibit Number 2?

16 A. I know that this was a result of the  
17 docket.

18 Q. Okay. But you don't know whether the  
19 Florida Public Service Commission approved the  
20 Procedures and Guidelines document marked as Deposition  
21 Exhibit 2?

22 A. I don't understand. I'm not an attorney,  
23 I'm an engineer. So as part of the training that I have  
24 had is to be aware that there are places in Gulf Power,  
25 specifically in the Eastern district that I work in



1 today, where we have other utilities that we may have to  
2 work with. So I don't know, as far as this docket, how  
3 the end result of the docket -- I'm not familiar with  
4 that docket. It was long before I joined Gulf Power. I  
5 just know that a result of that docket is this  
6 territorial document.

7 Q. Okay. And this document was entered in  
8 Document Number 930885?

9 A. That's the docket on here.

10 Q. Okay. Do you know if Gulf Power has any  
11 territorial agreements with any utilities other than  
12 Gulf Coast Electric Cooperative?

13 A. Yes.

14 Q. And what are those utilities?

15 A. I know we have an agreement with CHELCO.

16 Q. Any others?

17 A. I don't know of any others.

18 Q. Okay. Are you responsible for any aspects  
19 of this Procedures and Guidelines document?

20 A. I'm responsible for being aware of it and  
21 making sure that we follow the procedures inside of the  
22 document.

23 Q. Are you responsible for any aspects of the  
24 territorial agreement that Gulf Power has with CHELCO?

25 A. Will you ask that question again?

1 Q. Sure. Are you responsible for any aspects  
2 of the territorial agreement that Gulf Power has with  
3 CHELCO?

4 A. I'm responsible for knowing where the lines  
5 on the ground are for the CHELCO agreement and making  
6 sure that we abide by that agreement.

7 Q. When did you first become aware,  
8 Mr. Rogers, of the Procedures and Guidelines document  
9 which we marked as Deposition Exhibit 2?

10 A. February of 2016.

11 Q. And how did you become aware of the  
12 Procedures and Guidelines document?

13 A. Through the territorial training.

14 Q. And you previously stated that you don't  
15 remember who provided you with that training?

16 A. No, sir, I don't remember who was the  
17 instructor in there.

18 Q. How long did the training last?

19 A. I don't recall how long the training lasts.

20 Q. As part of the training, did you review the  
21 Procedures and Guidelines document?

22 A. We did not sit down and read the document.  
23 The training was to make sure that the employees know  
24 that the document exists and that we're aware that the  
25 document is there and that when we have incidents that

1 fall within these criteria, that we are aware that the  
2 document is there and that we need to go to the document  
3 and review it so we can follow those.

4 Q. So you did not read the Procedures and  
5 Guidelines document during your training session, but  
6 after your training session, have you had an opportunity  
7 to read the Procedures and Guidelines document?

8 A. Yes.

9 Q. When was that?

10 A. I read the document prior to the  
11 October 20th email.

12 Q. Can you be more specific on the time?

13 A. Between October 11th and October 20th of  
14 2017.

15 Q. Okay. Between that nine-day period?

16 A. Yes, sir.

17 Q. That was the first time you've read the  
18 document?

19 A. In its entirety.

20 Q. Okay. Who asked you to read that document?

21 A. Nobody asked me to read the document.

22 Q. Why did you read the document on  
23 October 11th?

24 A. Because I knew that the load that I had  
25 been asked to serve was within the scope of what the



1 document covered.

2 Q. When you read the document -- strike that.  
3 When you first read the document sometime between  
4 October 11 and October 20, did you have any questions  
5 regarding the procedures and guidelines set forth in the  
6 document?

7 A. No, sir.

8 Q. Did you consult with anybody else within  
9 Gulf Power about the Procedures and Guidelines document  
10 during the period October 11 through October 20?

11 A. Could you ask that question again?

12 Q. Sure.

13 MR. MAY: Can you read that back to him?

14 (Whereupon, the court reporter read back  
15 and the deposition was continued as follows:)

16 A. Yes.

17 Q. (By Mr. May) And who were those people?

18 A. Steve Bottoms.

19 Q. Anybody else besides Mr. Bottoms?

20 A. No, sir.

21 Q. What's Mr. Bottoms' job title?

22 A. Engineering field rep senior.

23 Q. Does he report to you?

24 A. Today, he does.

25 Q. During the period October 11 through

1 October 20, did Mr. Bottoms report to you?

2 A. No, sir.

3 Q. What was his job title during that period  
4 of time?

5 A. Engineering field rep senior.

6 Q. Do you know who he reports to?

7 A. He reported to the engineering supervisor  
8 one in that time frame.

9 Q. And who's that?

10 A. At that time, it was Bill Aycock.

11 Q. After reading the Procedures and Guidelines  
12 document between the period October 11 through  
13 October 20 of 2017, would you say it's fair that the  
14 Procedures and Guidelines document establish procedures  
15 and guidelines for how Gulf Power and GCEC are to  
16 respond to requests for new service?

17 A. Yes.

18 Q. And those procedures and guidelines for  
19 responding to requests for new service is found in  
20 Section II of the document; is that correct?

21 A. That is correct.

22 Q. Mr. Rogers, I'm going to ask you some  
23 questions regarding Section II. But before I do, I want  
24 to show you a document which I want to mark as  
25 Deposition Exhibit Number 3.

1 (Whereupon, GCEC's Exhibit No. 3 was  
2 marked for identification.)

3 Q. (By Mr. May) And this is a copy of Public  
4 Service Commission Order Number PSC-01-0891-PAA, which  
5 was issued on April 9, 2001. And it's styled Notice of  
6 Proposed Agency Action Order Approving Procedures and  
7 Guidelines for Avoiding Further Uneconomic Duplication  
8 of Facilities. Do you see that?

9 A. I see that.

10 Q. On page two, at the bottom of page two and  
11 the top of page three, can you read that for the record?

12 A. In this highlighted section you have?

13 Q. Yes.

14 A. Section II of the proposed agreement  
15 outlines a utilities response to a request for service.  
16 Upon a request for service, a utility will review  
17 customer load requirements, proximity to existing  
18 facilities of both utilities, capabilities of the  
19 existing facilities and the cost to provide the required  
20 service. We find that a comparative analysis such as  
21 the one required by the proposed agreement will avoid  
22 future uneconomic duplication of facilities.

23 Q. Would you consider what you just read a  
24 fair overview of Section II of the Procedures and  
25 Guidelines?



1 A. Yeah, that's a fair overview.

2 Q. And would you agree that one of the  
3 purposes of Section II is to avoid uneconomic future --  
4 excuse me, avoid future uneconomic duplication of  
5 facilities?

6 A. Will you ask that again?

7 Q. Sure. After reviewing the Public Service  
8 Commission's Order approving the Procedures and  
9 Guidelines document, would you agree that one of the  
10 purposes of Section II is to avoid future uneconomic  
11 duplication of facilities?

12 A. Yes.

13 Q. Now, let's turn back to what we've marked  
14 as Deposition Exhibit Number 2. And I want you to look  
15 at some of the actual language in Section II of the  
16 Procedures and Guidelines document. I'm going to start  
17 at Section 2.1. If you need some time -- why don't you  
18 take some time and just review that and let me know when  
19 you're ready. I want to ask you a couple of questions  
20 about this.

21 MR. GRIFFIN: Section 2.1?

22 MR. MAY: Yes.

23 A. I've reviewed that section.

24 Q. (By Mr. May) Okay. You previously agreed  
25 that one of the purposes of Section II is to avoid

1 future uneconomic duplication of facilities. So looking  
2 at the first sentence in Section 2.1, you would agree,  
3 would you not, that whether there is uneconomic  
4 duplication of facilities is primarily dependent on  
5 whether or not there's a significant difference in the  
6 cost to service for Gulf Power and GCEC; correct?

7 A. Yes.

8 Q. And then the Procedures and Guidelines go  
9 on to state that if there's a significant difference in  
10 the cost to service -- whether there's a significant  
11 difference in the cost to service is primarily a  
12 function of the size of the load of the customer  
13 requesting service and the difference in distance  
14 between the point of delivery and the existing  
15 facilities of each utility. Do you agree with that?

16 A. Yes.

17 Q. Okay. So the size of the load is an  
18 important piece of information to have in implementing  
19 this Procedures and Guidelines document?

20 A. The size of the load is referenced in the  
21 document.

22 Q. Okay. In your words, what does the quote  
23 difference in distance the point of delivery and the  
24 existing facilities of each utility mean?

25 A. There's going to be two separate distances,

1 the load to the utility -- to one utility will say Gulf  
2 Coast and then the distance from the load to Gulf  
3 Power's existing facilities.

4 Q. Now, let's look at the third sentence in  
5 Section 2.1, which states, quote, "Consequently, upon  
6 receiving a bona fide request for service from a  
7 Customer, a Utility may agree to provide the requested  
8 service if the conditions under either 2.2 or Section  
9 2.3 are met." Do you see that?

10 A. Yes, sir, I see that.

11 Q. Okay. When did Gulf Power receive a bona  
12 fide request for service to the lift station you refer  
13 to in your October 20 email?

14 A. We had a meeting on October the 11th.

15 Q. Was the request for service made in  
16 writing?

17 A. The initial request was a verbal request.

18 Q. In reviewing Gulf Power's documents in  
19 response to GCEC's First Request for Production of  
20 Documents, I didn't see any request in writing from the  
21 customer memorializing the request you refer to in your  
22 October 20 email. Did I miss something?

23 A. You have a copy of an email from the St.  
24 Joe Company requesting Gulf Power to serve two lift  
25 stations.



1 Q. What email is that?

2 A. There's an email from St. Joe Company  
3 identifying two lift stations that they requested  
4 service to.

5 Q. And what was the date of that email?

6 A. I'd have to get that email from him. It  
7 was either October the 11th or October the 12th.

8 MR. GRIFFIN: Bruce, I can help you, if  
9 you'd like. It's dated October 12th, 2017 from  
10 Bridget Precise to Josh Rogers identifying the  
11 two lift stations.

12 Q. (By Mr. May) Let me show you a document  
13 that is dated October 11, 2017 from Bridget Precise to  
14 Joshua Rogers at about 11:53 a.m. Is that the email  
15 you're referring to?

16 A. That was the email I was referring to.

17 Q. Can you point out in that email where St.  
18 Joe or Ms. Precise said we're requesting service?

19 A. She's providing the information to me of  
20 the locations where she wants service to the lift  
21 stations.

22 Q. Again, I'm going to ask you, Mr. Rogers,  
23 can you point out in this email where St. Joe Company  
24 states in writing that it is requesting service?

25 A. They're asking me for -- they're providing

1 me information based on the two lift stations that they  
2 want service to.

3 Q. There's nothing in this email that says in  
4 writing that St. Joe requests service, is there?

5 A. I believe they're asking me to serve these  
6 two lift stations that they've identified in this email.

7 Q. We'll come back to this one. Your  
8 October 20 email which we've marked as Depo Exhibit  
9 Number 1 makes reference to Section 2.3 of the  
10 Procedures and Guidelines, so let's turn to that section  
11 now. And what I'm referring to is Deposition Exhibit  
12 Number 2, Section II. Mr. Rogers, please read for the  
13 record Section 2.3 stopping at the colon.

14 A. In any instance where the load and distance  
15 criteria of Section 2.2 are not met but the requested  
16 utility believes that its cost of service would not be  
17 significantly more than that of the other utility, the  
18 following procedures shall be used to determine if the  
19 requested utility may agree to provide service.

20 Q. So as I read it, Section 2.3 could only  
21 apply where two things occurred; one, where Gulf Power  
22 did not meet the load and distance criteria under  
23 Section 2.2 and two, where Gulf Power believes that its  
24 cost to service would not be significantly more than  
25 that of GCEC. Would you agree with that?

1 A. Yes.

2 Q. Okay. Now, based on your Affidavit that  
3 you submitted in this docket, I'm assuming that Gulf  
4 Power did not meet the load and distance criteria in  
5 Section 2.2. Am I correct?

6 A. Correct, we did not meet the requirements  
7 of Section 2.2.

8 Q. And as I read Section 2.2, there are  
9 different distance criteria depending on the size of the  
10 load. Would you agree?

11 A. Yes.

12 Q. In addressing whether Gulf Power met the  
13 load and distance criteria in Section 2.2, how did you  
14 determine the size of the load for the customer you  
15 reference in your October 20, 2017 email?

16 A. From the size of the motors that would be  
17 installed at the lift station.

18 Q. Mr. Rogers, I'm going to show you a  
19 document now which is the documents produced in response  
20 to Gulf Coast Electric Cooperative's First Request for  
21 Production of Documents Number 9. And let's mark this  
22 as Deposition Exhibit 4.

23 (Whereupon, GCEC's Exhibit No. 4 was  
24 marked for identification.)

25 Q. (By Mr. May) In the bottom right-hand of



1 the page, there are page numbers to this document. Can  
2 you turn to page 015?

3 MR. MAY: Hey, Kurt, I guess someone  
4 probably needs to put their phone on mute because  
5 we're having some interference on this side.

6 (Off-the-record comments were made.)

7 Q. (By Mr. May) Mr. Rogers, you previously  
8 stated that you determined the size of the load to serve  
9 the lift station referenced in your October 20 email by  
10 looking at the size of the motor?

11 A. Yes, sir.

12 Q. You got that mechanical information from  
13 St. Joe; did you not?

14 A. Yes.

15 Q. Okay. You actually made the request to St.  
16 Joe for that mechanical and electrical information on  
17 October 12 around 10:53 a.m.; did you not?

18 A. Yes.

19 Q. Your October 12 email to Bridget Precise at  
20 10:53 a.m., that's reflected on page 15 of what we've  
21 marked as Deposition Exhibit 4; correct?

22 A. Yes.

23 Q. Okay. Now, what lift stations are you  
24 referring to in this email?

25 A. That's a reply to an email she sent me.

1 I'm referring to the two lift stations that she notes in  
2 her original email.

3 Q. Okay. In her original email to you on  
4 October 11, which is at the bottom of page 015, she  
5 describes lift station number one on parcel  
6 26508-000-000 with a street address of 3815 West Highway  
7 388. Is that the lift station you refer to in your  
8 October 20 email?

9 A. No, that is not the lift station I'm  
10 referring to in the October 20th email.

11 Q. The October 20th email is referring to the  
12 lift station with a street address of 1900 West Highway  
13 388; correct?

14 A. Yes, that's the street address listed for  
15 that --

16 Q. Okay.

17 A. -- lift station.

18 Q. When Ms. Precise provided with you a  
19 location of the lift station at 1900 West Highway 388,  
20 you knew at that time, did you not, that that lift  
21 station was located in Bay County?

22 A. Yes.

23 Q. If I could have you turn to page 002 on  
24 Deposition Exhibit Number 4.

25 A. 002?

1 Q. Yes. Do you see at the top of the page  
2 Ms. Precise sent you an email at around 5:43 on  
3 October 12 stating, Hi, Josh, attached are the  
4 electrical plans for the 388 lift stations?

5 A. Yes.

6 Q. So you received the electrical and  
7 mechanical plans that you needed to determine the size  
8 of the load on October 12?

9 A. Yes.

10 Q. Okay. And those plans you received are  
11 found on pages 004 through 009; correct -- or excuse me,  
12 through 008, I'm sorry?

13 A. Yes.

14 Q. And to get that mechanical and electrical  
15 information to determine the load, you needed to get  
16 that information from the customer; correct?

17 A. Yes, the customer or their engineering  
18 would have to provide.

19 Q. And in order to get the information from  
20 the customer, you need the name of the customer; did you  
21 not?

22 A. Yes, you would have to know the customer.

23 Q. Okay. That's what I would think. Based on  
24 the information you received from the customer on  
25 October 12, what did you conclude was the size of the



1 load for the lift station you referenced in your  
2 October 20 email?

3 A. Each lift station would be 150 kVA,  
4 approximately.

5 Q. Let's turn back to page 015. At the bottom  
6 of the page, we previously had a conversation,  
7 Mr. Rogers, regarding the fact that there were -- you  
8 were evaluating two lift stations on or around  
9 October 11th; is that correct?

10 A. Yes, sir.

11 Q. And the lift station at street address 3815  
12 West Highway 388, that is not the lift station you  
13 reference in your October 20 email; correct?

14 A. Correct.

15 Q. The lift station at 3815 West Highway 388  
16 is located just east of the airport; is that right?

17 A. It's located east of the airport.

18 Q. And how far is that lift station from your  
19 nearest existing facilities?

20 A. The parcel that that lift station is on has  
21 our facilities right next to it in the right-of-way.

22 Q. So in a matter of feet, what would be the  
23 distance?

24 A. We're on the back of the right-of-way, so  
25 we're within a couple of feet of touching that property.

1 Q. Now, based upon your load size calculations  
2 of 150 kVA, what distance criteria applied to Gulf Power  
3 service to the lift station you referenced in your  
4 October 20 email?

5 A. Can you ask me that question again?

6 Q. Sure. I'm referring you back to the -- I  
7 think you previously agreed that there were different  
8 distance criteria under Section 2.2 depending on the  
9 size of the load. So my question to you is based upon  
10 your load calculations of 150 kVA, what distance  
11 criteria would apply to Gulf Power's service to the lift  
12 station referenced in your October 20 email?

13 A. I'm sorry, I'm not following that train of  
14 thought.

15 Q. You said earlier that Gulf Power did not  
16 meet the distance criteria in Section 2.2 to serve the  
17 lift station you referenced in your October 20 email.  
18 Do you remember that?

19 A. Correct.

20 Q. What distance criteria were you using to  
21 make that conclusion?

22 A. For the October 20th email?

23 Q. Yes.

24 A. So you're not referring to the lift station  
25 one as in the parcel here?

1 Q. I'm referring back to the lift station at  
2 1900 West Highway 388.

3 A. Okay.

4 Q. And you previously stated that you  
5 estimated the size of the load for that lift station was  
6 around 150 kVA?

7 A. Yes, sir.

8 Q. So what I'm asking you is which distance  
9 criteria would apply to that load?

10 A. For a load greater than 100 kVA, if you  
11 were looking at Section 2.2.

12 Q. Okay.

13 A. So Section (b).

14 Q. Okay. Under Section (b), would (i) or (ii)  
15 apply?

16 A. And you're referring to?

17 Q. The 1900 West Highway 388 lift station.

18 A. Which is greater than 3,000 feet. They  
19 don't apply.

20 Q. You're stating that -- you're stating that  
21 for Gulf Power to serve the lift station you refer to in  
22 your October 20 email, that construction required is  
23 predominantly the upgrade of existing pole line or is it  
24 predominantly the addition of new pole line and  
25 requested utility existing facilities?



1           A.     This is a new pole line that would have to  
2     be constructed to reach the lift station that we're  
3     referring to as 1900.

4           Q.     So the distance criteria in Section  
5     2.2(b)(i) would apply; correct?

6           A.     Right.

7           Q.     Okay.

8           A.     No. No more than 1,500 feet further. No.  
9     I'm more than 1,500 feet, so it does not apply.

10          Q.     Right. But the distance criteria in order  
11     to serve under 2.2, it would have to be within  
12     1,500 feet; right?

13          A.     For 2.2 to apply, I would have to have less  
14     than 1,500 feet for that to apply.

15          Q.     And Gulf Power's existing facilities were  
16     more than 1,500 feet from the lift station; correct?

17          A.     That's correct, yes.

18          Q.     Okay. Mr. Rogers, I'm going to mark now as  
19     Deposition Exhibit 5 your Affidavit dated August 10,  
20     2018, which has been filed in this docket.

21                     (Whereupon, GCEC's Exhibit No. 5 was  
22     marked for identification.)

23          Q.     (By Mr. May) Now, in paragraph four of  
24     your Affidavit you state that you evaluated the lift  
25     station's load and distance criteria relative to Gulf

1 Power's and GCEC's existing facilities; is that right?

2 A. Yes, sir.

3 Q. And in order to perform that evaluation,  
4 you needed to get the location of the lift stations from  
5 the customer; is that correct?

6 A. Yes.

7 Q. Okay. And you got that location  
8 information from the customer by email that we  
9 previously discussed on October 11, 2017 at around 11:53  
10 a.m.; correct?

11 A. That identified the parcels and the 911  
12 addresses for the locations.

13 Q. Okay. And that email is on page 001 of  
14 Deposition Exhibit 4, is that right?

15 A. Is this 4?

16 Q. Yes.

17 A. Okay. Would you ask that one more time for  
18 me?

19 Q. Sure. You got the location information  
20 from the customer by email on October 11, 2017 around  
21 11:53 a.m.; correct?

22 A. Yes. That --

23 Q. That email is -- I'm sorry, go ahead.

24 A. Yes, I received the parcel IDs and the 911  
25 addresses in that email.

1 Q. Okay. And the parcel IDs included a  
2 physical street address; correct?

3 A. They identified the street address, yes.

4 Q. Okay. And you previously stated that you  
5 knew that both of these lift stations were located in  
6 Bay County; correct?

7 A. Yes.

8 Q. And Gulf Power serves more counties than  
9 just Bay County; correct?

10 A. Yes.

11 Q. Okay. So on October 11, you had from the  
12 customer locational information that identified the lift  
13 station referenced in your October 20 email as on parcel  
14 25697-000-000 with a street address of 1900 West Highway  
15 388; correct?

16 A. Yes.

17 Q. Okay.

18 A. October 11th, we had a meeting that morning  
19 with St. Joe on a number of projects. And one of the  
20 projects they brought up was the force main that they  
21 were installing along Highway 388 and the need to have  
22 electrical service to those lift stations. Because I  
23 drive from home to the beach office in October as the  
24 supervisor, I drove Highway 388 every day. And so as  
25 part of that drive, I drive -- I would drive past --



1 there's a Southport office for Gulf Coast Electric  
2 Cooperative there at 388 and Highway 77. And so along  
3 Highway 388, they had been doing pipe work starting  
4 about Highway 77, like throw a rock out the front and  
5 you could hit where the guys had started building that  
6 force main all of the way down 388. And there were cuts  
7 in the tree lines where -- on those parcels where the  
8 lift stations would sit, so driving past that  
9 construction zone every day and every morning and  
10 afternoon commuting to and from work. And so while I  
11 have those parcels identified here, the conversation  
12 where I understood the location would have been from  
13 when the customer was describing to me, hey, we've got  
14 the force main going in on 388 and it's going to need  
15 two lift stations, and that's identified to me because  
16 you can -- driving down 388, you could see where they  
17 had cut the trees there and you could see the sewer pipe  
18 laid out and Roll (sic) American digging, putting the  
19 pipe in the ground.

20 Q. So when you met on October 11, you got more  
21 granular information from the customer as to the  
22 location of the lift station?

23 A. Prior to October 11th, I couldn't have told  
24 you who was putting the force main down Highway 388. I  
25 could just have told you that there was a force main

1 being installed along Highway 388 because there was -- I  
2 mean, there was visual construction. Anybody that drove  
3 down Highway 388 would have seen them digging. I think  
4 it's an 8-inch force main that's like from the airport  
5 all of the way back to 77. It's seven, eight,  
6 nine miles of construction there. And they were on the  
7 south side putting that pipe in. So on the 11th is when  
8 I find out that it is St. Joe Company that is installing  
9 that force main.

10 Q. And who was at your meeting on October 11?

11 A. Myself, Bridget Precise with St. Joe  
12 Company, April Wilks with The St. Joe Company, Gabe Post  
13 with Gulf Power, Nathan Sherman with Gulf Power, Michael  
14 Richardson with Gulf Power.

15 Q. Now, you spoke a little faster than I could  
16 write, so could you help me? The people from Gulf Power  
17 at that meeting were Gabe Post?

18 A. Yes, sir.

19 Q. And what's his job title?

20 A. He was a special projects engineer.

21 Q. And Nathan?

22 A. Sherman.

23 Q. His title?

24 A. At that point, he would have been an  
25 engineer.

1 Q. And the third person?

2 A. Michael Richardson would have been  
3 marketing.

4 Q. Now, after you got the location information  
5 regarding the lift station with the street address of  
6 1900 West Highway 388 on October 11 from Bridget  
7 Precise, later that day, you got on the Bay County  
8 website and located the parcel 26597-000-000 in Bay  
9 County; didn't you?

10 A. Yeah, I got on the Bay County property  
11 appraiser's website.

12 Q. Okay. And your efforts to locate the  
13 parcel 26597-000-000 is reflected in Deposition Exhibit  
14 Number 4 on pages 012 and 013; is that correct?

15 A. Could you ask me that again?

16 Q. Sure. When you got on the website, Bay  
17 County website to locate parcel 26597-000-000, you found  
18 the parcel and then sent yourself an email with a  
19 screenshot of the parcel; did you not?

20 A. I looked up both parcels.

21 Q. Right.

22 A. And sent the screenshot.

23 Q. And the parcel that you reference in your  
24 email of October 20, 2017, is that on page 013?

25 A. Yes.



1 Q. Okay. And there's a map of that parcel on  
2 page 013; is there not?

3 A. It's a screenshot from the property  
4 appraiser's website from their GIS.

5 Q. And that information shows that parcel  
6 number 25697-000-000 is being almost a section of land  
7 one mile square?

8 A. Yes.

9 Q. Okay. And over on the right, it says that  
10 that parcel is comprised of 627 acres?

11 A. Yes, it says there's...

12 Q. Okay. Does this map depict the precise  
13 location of the lift station?

14 A. Yes. If you drive out there on 388, you'd  
15 see right where it is, where the road comes right  
16 through it.

17 Q. The question is, does this map depict the  
18 precise location of the lift station?

19 A. Yes, I can find the lift station based on  
20 this map.

21 Q. I'm not asking whether you can find the  
22 lift station, I'm assuming you can find the lift  
23 station. You've been to the site; right?

24 A. Yes, sir.

25 Q. But looking at this map here on page 013,

1 could someone that doesn't have the background and had  
2 not communicated with St. Joe look at this map and find  
3 the precise location of the lift station?

4 A. Do you mean identify it on this map --

5 Q. Right.

6 A. -- exactly where the lift station is  
7 located? The lift station is not located.

8 Q. Okay.

9 A. Or is not specifically defined on this map.

10 Q. Okay. But you had this map in your custody  
11 prior to sending the email to Peyton Gleaton on October  
12 20; correct?

13 A. Yes, sir.

14 Q. Okay. Let's turn back to your Affidavit,  
15 Mr. Rogers. It's marked as Deposition Exhibit Number 5.  
16 And I want to talk to you about paragraph four. You  
17 state that the lift station located at Highway -- at  
18 1900 West Highway 388 was located approximately  
19 11,000 feet from Gulf Power's nearest existing  
20 facilities to the west on Highway 388 and approximately  
21 8,000 feet from GCEC's nearest existing facilities to  
22 the east on Highway 388; correct?

23 A. Yes.

24 Q. Could you explain to me how you made those  
25 distance calculations?

1           A.     I drove past it every day, so I knew where  
2     the cut in was at on 388. And then knowing where our --  
3     where Gulf Coast's facilities ended on Highway 388 and  
4     where Gulf Power's ended on 388, I got onto Google Maps  
5     and did -- used the measure tool on Google Maps to  
6     measure the distance from where the end of Gulf Power's  
7     facilities to the location and then from the end of Gulf  
8     Coast's facilities to the location.

9           Q.     Does Gulf Power's GIS system have the  
10    capability of providing a latitude and longitude  
11    reference to this specific lift station?

12          A.     Not to my knowledge.

13          Q.     So you used just Google Maps to approximate  
14    the distance?

15          A.     Yes, sir.

16          Q.     Have you done anything more granular in  
17    terms of trying to measure the exact distance from the  
18    lift station to the nearest existing facilities of Gulf  
19    Power?

20          A.     No, sir. The Google images are accurate  
21    within -- the specifications which they're accurate  
22    would not have a bearing or it's not going to be that  
23    much difference than what you would wheel off.

24          Q.     But prior to October 20th, you had Google  
25    images of the lift station location and the nearest



1 existing facilities of Gulf Power; correct?

2 A. I used the Google software, their mapping  
3 software --

4 Q. Okay.

5 A. -- to measure those.

6 Q. But in order to calculate the distance of  
7 approximately 11,000 feet, you needed to have the  
8 location of the lift station and the location of Gulf  
9 Power's nearest existing facilities; correct?

10 A. Correct.

11 Q. Okay. Now, earlier in our conversation,  
12 Mr. Rogers, you agreed that Section 2.3 could only apply  
13 where two things occurred; first, where Gulf Power did  
14 not meet the load and distance criteria under Section  
15 2.2 and second, where Gulf Power believes that its cost  
16 to service would not be significantly more than that of  
17 GCEC. Do you recall that?

18 A. Yes.

19 Q. Okay. Now, I'm assuming that when you sent  
20 your October 20, 2017 email, you believed that Gulf  
21 Power's cost to service to serve the lift station at  
22 1900 West Highway 388 would not be significantly more  
23 than Gulf Coast Electric Cooperative's cost to serve  
24 that same lift station. Am I correct in that  
25 assumption?

1 A. That's correct.

2 Q. In paragraphs five and six of your  
3 Affidavit, which is marked as Deposition Exhibit 5, you  
4 state that at the time you sent the October 20 email you  
5 had concluded that Gulf Power's cost to serve the  
6 customer likely would not exceed GCEC's cost by  
7 25 percent; is that correct?

8 A. Correct.

9 Q. When you sent your October 20 email, what  
10 did you believe was Gulf Power's cost to serve the  
11 customer?

12 A. I expected that cost to come in at about  
13 \$150,000.

14 Q. And in calculating the cost to serve the  
15 customer to be \$150,000, do you have any documents to  
16 reflect those calculations?

17 A. No, sir, there's no documents.

18 Q. So you just did it in your head?

19 A. Yes, sir.

20 Q. Prior to sending your October 20 email to  
21 St. Joe, did you advise St. Joe that it would cost St.  
22 Joe approximately \$150,000 for Gulf Power to serve the  
23 lift station?

24 A. No, I did not tell St. Joe that it would  
25 cost them \$150,000 or that it would cost Gulf Power

1 150,000.

2 Q. Did you provide St. Joe -- strike that.  
3 Prior to your October 20, 2017 email, did you advise St.  
4 Joe what the cost to St. Joe would be if Gulf Power were  
5 to serve the lift station?

6 A. Not prior to the 20th.

7 Q. Okay. I didn't see any documents.

8 A. Yeah.

9 Q. Do you know that St. Joe is going to  
10 transfer or has transferred ownership of the lift  
11 station to Bay County?

12 A. I know that now, but I didn't know that at  
13 the time.

14 Q. When did you learn that?

15 A. That they would be turning that over to Bay  
16 County?

17 Q. Uh-huh.

18 A. I don't recall exactly when that detail  
19 came up.

20 Q. Let's go back to the October 11, 2017  
21 meeting that you and several of your co-workers at Gulf  
22 Power had with St. Joe Company representatives. Aside  
23 from representatives from St. Joe and Gulf Power, were  
24 there any other folks at that meeting?

25 A. No, sir.



1 Q. And where was that meeting?

2 A. At St. Joe's headquarters.

3 Q. And where was that?

4 A. South WaterSound Parkway, Inlet Beach and  
5 it's in South Walton County.

6 Q. I think you just said, Mr. Rogers, that  
7 prior to sending your email, that you didn't know that  
8 St. Joe would be transferring the lift stations over to  
9 Bay County; is that correct?

10 A. Correct.

11 Q. Okay. And then you've learned that after  
12 October 20, 2017?

13 A. Yes.

14 Q. Approximately, when did you learn that St.  
15 Joe would be transferring ownership of the lift stations  
16 to Bay County?

17 A. It would have been early to mid-November.

18 Q. Mr. Rogers, I'm providing you with a  
19 document consisting of three pages which are copies of  
20 email communications between you and Bridget Precise.  
21 I'd like to mark this as Deposition Exhibit Number 6.

22 (Whereupon, GCEC's Exhibit No. 6 was  
23 marked for identification.)

24 Q. (By Mr. May) Now, do you recognize these  
25 emails?

1 A. Yes.

2 Q. Now, you previously said that prior to  
3 October 20, 2017, you had not provided St. Joe with a  
4 cost estimate for service to the lift station at 1900  
5 West Highway 388; correct?

6 A. Correct.

7 Q. Okay. Now, in this email, you appear to be  
8 providing her for the first time a cost estimate; is  
9 that correct?

10 A. A CIAC estimate.

11 Q. Okay. Now, you're aware, Mr. Rogers, that  
12 after you provided this cost estimate to Ms. Polite  
13 (sic), St. Joe Company and Bay County contacted GCEC  
14 about serving the lift station at 1900; is that correct?

15 MR. GRIFFIN: Mr. May, I'm going to  
16 interpose an objection to the scope of this  
17 inquiry at this point in time. As you know,  
18 there has been a procedural order entered in this  
19 proceeding that limits the scope of discovery  
20 solely to the issue of whether Gulf Power  
21 provided sufficient notice to Gulf Coast under  
22 Section 2.3(1) of the territorial agreement. I  
23 fail to see where your line of questioning is  
24 relevant to that limited issue.

25 MR. MAY: I think your objection is noted.

1 I think this goes to cost to service. Mr. Rogers  
2 previously stated that in order to trigger  
3 Section 2.3, he had to believe that the cost to  
4 service was not significantly more. This  
5 certainly leads to what was the cost to service  
6 that Mr. Rogers thought and projected and I think  
7 it's entirely relevant.

8 MR. GRIFFIN: Well, the email is dated  
9 December 11, 2017. That is subsequent to the  
10 provision of the notice on October 20, 2017. The  
11 sufficiency of the notice is what is at issue  
12 here in this deposition today. This is  
13 subsequent to that point in time. It is outside  
14 of the scope of discovery permissible in this  
15 action. As a consequence, I'm going to direct  
16 the witness not to answer it pursuant to Section  
17 1.310(c) of the Florida Rules of Civil Procedure  
18 as being outside the scope of the procedural  
19 order.

20 MR. MAY: So for the record, you're  
21 instructing the witness not to answer a question  
22 pertaining to the cost to service?

23 MR. GRIFFIN: I am instructing the witness  
24 not to answer the question that you just posed.

25 MR. MAY: Okay, noted.



1 Q. (By Mr. May) You did not -- strike that.  
2 Mr. Rogers, you previously testified that prior to  
3 sending the email on October 20th, 2017, you had not  
4 provided St. Joe Company with a cost estimate for  
5 serving the lift station referenced in your October 20,  
6 2017 email; correct?

7 A. Correct.

8 Q. Okay. And, Mr. Rogers, the email -- the  
9 document that I have marked as Deposition Exhibit Number  
10 6, that was not produced by Gulf Power in response to  
11 the Request for Production submitted by Gulf Coast  
12 Electric Cooperative; was it?

13 A. I don't recall every document that was put  
14 in as part of the request, so I don't know for sure if  
15 this is one that was responded (sic) or not.

16 Q. Okay. In Gulf Coast Electric Cooperative's  
17 First Request for Production of Documents, it asked Gulf  
18 (sic) to produce all communications or documents dated  
19 on or before October 20, 2017 relating to Gulf Power's  
20 belief that its cost to service to serve the lift  
21 station would not be significantly more than Gulf Coast  
22 Electric Cooperative's cost to service. And in  
23 response, Gulf (sic) stated that it didn't have any of  
24 those documents. Is that still your response today?

25 A. Yes, sir.

1 Q. Okay. But you had calculated in your head  
2 that it would be roughly \$150,000?

3 A. Yes. As part of my job at Gulf Power, I  
4 engineer and review all of the distribution work orders  
5 for the Eastern district. And so in my professional  
6 experience with Gulf Power, I have engineered or  
7 reviewed and approved thousands of jobs. And so that's  
8 what I do on a daily basis, so I knew pretty much how  
9 much it was going to cost to build that line to serve  
10 the lift station, whether that was from Gulf Power's  
11 distance or for Gulf Coast Electric's distance.

12 Q. Now, on paragraph five of your Affidavit,  
13 you state that you concluded that Gulf Power's cost to  
14 serve the customer would likely -- likely would not  
15 exceed GCEC's cost by the 25 percent threshold contained  
16 in Section 2.3(d)(ii) of the territorial agreement;  
17 correct?

18 A. Correct.

19 Q. Okay. So you've already testified today  
20 that you calculated -- before you sent the October 20  
21 email, you had calculated or estimated Gulf Power's cost  
22 to serve to be \$150,000. What did you calculate GCEC's  
23 cost to serve to be?

24 A. I figured theirs was going to be in the  
25 ballpark of 125, 130,000.

1 Q. Okay. Now, in paragraph four, you say that  
2 the lift station at 1900 West Highway 388 was located  
3 approximately 11,000 feet from Gulf Power's nearest  
4 existing facilities and approximately 8,000 feet from  
5 GCEC's nearest facilities; correct?

6 A. Yes, sir, that are visible on Highway 388.

7 Q. Well, my math shows that Gulf Power's  
8 existing facilities are about 38 percent further from  
9 the lift station than GCEC's existing facilities. Is  
10 that about right? Do you want a calculator?

11 A. I would disagree with that.

12 Q. What percentage would you say?

13 A. In there, it says 27 percent.

14 Q. And how did you calculate that?

15 A. 3,000 divided by 11,000.

16 Q. Wouldn't you divide 11,000 by 8,000?

17 A. No, that's not how I would do that.

18 Q. How much further away from the lift station  
19 would Gulf -- is Gulf Power's existing facilities?

20 A. 3,000 feet.

21 Q. Okay. So you're 3,000 feet away from the  
22 lift station?

23 A. Uh-huh.

24 Q. Okay. I think you previously said that  
25 prior to your October 20 email, that you had a meeting



1 on October 11 with St. Joe. Who invited you to that  
2 meeting?

3 A. St. Joe asked for that meeting.

4 Q. How did you organize your team to attend --  
5 excuse me, let me ask that again. Did they ask you to  
6 come to the meeting?

7 A. Yes, they wanted to. How familiar are you  
8 with Saint Joe?

9 Q. Somewhat.

10 A. Okay. They have a lot of projects going on  
11 continually across Northwest Florida, and they asked us  
12 to come review some of the projects with them. They've  
13 got the WaterSound Origins project there that we serve  
14 that has -- it's hundreds and hundreds of lots and  
15 they're continually doing phases there. They've got  
16 Breakfast Point Subdivision where they're developing  
17 homes. They do a number of projects across Northwest  
18 Florida.

19 And so they invited us to their  
20 headquarters to discuss some projects that they had  
21 coming up and to discuss a project that -- us going down  
22 a private road. So the meeting was called by St. Joe to  
23 come over and they wanted to talk about new projects and  
24 some existing projects, which leads us to who should  
25 attend that meeting. I'm responsible for that district

1 from an engineering standpoint. And so I brought in an  
2 engineer responsible for the area, as well as the  
3 special projects engineer that was working on a project  
4 that was on their -- one of their other parcels, as well  
5 as we include marketing in our discussions with -- about  
6 new subdivisions, new commercial developments. So  
7 that's how we got to who would be coming to the meeting  
8 is a mix of the engineering and marketing staff.

9 Q. Okay. How long did the meeting last?

10 A. Probably a little over an hour.

11 Q. And were there any notes of the meeting?

12 A. I took notes in my journal from the  
13 meeting.

14 Q. I'm going to mark as Deposition Exhibit 7,  
15 and this consists of four pages Bates labeled  
16 20180125-GCEC-POD-5-1 through POD-5-4.

17 (Whereupon, GCEC's Exhibit No. 7 was  
18 marked for identification.)

19 Q. (By Mr. May) Mr. Rogers, just to let you  
20 know, this document was produced in response to GCEC's  
21 First Request for Production of Documents Number 5,  
22 which asks for all communications or documents relating  
23 to Gulf's decision to notify GCEC's vice president of  
24 engineering of request for service to the lift station.  
25 Do you recognize this document?

1 A. Yes.

2 Q. Can you please describe what it is?

3 A. These are copies of my daily journal that I  
4 keep.

5 Q. This draft -- strike that. This document  
6 which we've marked as Deposition Exhibit 7 has been  
7 heavily redacted; has it not?

8 A. There are redactions on it, yes, sir.

9 Q. There's redactions on every page; correct?

10 A. Yes.

11 Q. Now, in the Privilege Log that Gulf Power  
12 provided in response to the Request for Production of  
13 Documents, I don't see where this particular document is  
14 listed in that Privilege Log. So I'm assuming that none  
15 of the information here is attorney/client privileged  
16 that you've redacted; correct?

17 A. I'm not able to answer the question as far  
18 as the Privilege Log or why stuff is redacted here.

19 Q. You didn't redact this?

20 A. I don't know if I'm the one that redacted  
21 it or not.

22 Q. But this is -- this document reflects your  
23 meeting notes from October 11?

24 A. Yes. The portion that's -- there are  
25 meeting notes from October 11th and some of the notes



1 are redacted and some of them are not.

2 Q. So the meeting notes in this document  
3 appear to cover the period before October 11. It looks  
4 like October 11 is left unredacted, October 19 is left  
5 unredacted and October 20 is left unredacted. And then  
6 it looks like there's an October 23rd that's been  
7 redacted; is that correct?

8 A. Yes, there's portions of it redacted.  
9 Without going back, I don't know what is there redacted,  
10 going back and looking at my log at what is redacted.  
11 So I couldn't tell you -- where I'm struggling today to  
12 answer who redacted is, it must not be pertinent to the  
13 data of this request and so in my mind, I'm thinking are  
14 there projects in there that I was working on that were  
15 confidential projects that we've signed nondisclosure  
16 agreements on, is there personnel information in here  
17 where I'm taking notes on employee performance that are  
18 irrelevant to this, as well as I wouldn't want that  
19 information out, you know.

20 Q. Were there any attorneys at the meeting on  
21 October 11 that you had with St. Joe Corporation (sic)?

22 A. None of the individuals I've listed are  
23 attorneys.

24 Q. So there was no attorney/client privileged  
25 communications at that meeting?

1 MR. GRIFFIN: Object to form.

2 A. I don't know if some of the privilege  
3 stuff -- or if some of the confidential projects that we  
4 worked on fall under that scope. I don't know the  
5 answer.

6 Q. (By Mr. May) Do you know --

7 A. I don't --

8 Q. Sorry.

9 A. I'm an engineer, I'm not a lawyer. And so  
10 some of this you're asking, I don't know. I'm not a  
11 lawyer and I don't know why.

12 Q. Do you know if Gulf Power filed a Request  
13 for Confidential Classification of this document before  
14 it produced it?

15 A. I don't know the answer to that.

16 Q. Okay. So on the first page Bates labeled  
17 POD-5-1, at the bottom of the page, there's a reference  
18 to 10/11. There looks like one, two, three, four, five  
19 lines -- all of the bottom of the page was redacted. Do  
20 you recall what information was redacted?

21 A. No, sir. It would have been prior to  
22 whatever happened on my day before the meeting with St.  
23 Joe on 10/11.

24 Q. And then on the top of page 5-2, the  
25 unredacted part says, meeting with St. Joe, Bridget and

1 April. What are the abbreviations after that?

2 A. The people that I named, that's their  
3 initials and then the last one that's underlined is the  
4 word me.

5 Q. Okay. And why did you redact your notes  
6 from that meeting?

7 A. I don't know if it was me that redacted it  
8 or if it was -- it's not relevant to -- whatever that  
9 was talked about was a separate project that's not  
10 relevant to the lift stations.

11 Q. How did you determine it wasn't relevant to  
12 this proceeding? You don't remember what was redacted;  
13 do you?

14 A. I don't know what all is redacted and I  
15 don't know who redacted it. All I'm telling you is from  
16 my notes here looking at them that there's a portion  
17 redacted and then there's where I made notes about the  
18 force main lift stations.

19 Q. At the bottom --

20 A. Then there's --

21 Q. I'm sorry, go ahead.

22 A. Go ahead.

23 Q. At the bottom of page 5-2, there's an  
24 unredacted provision, two lines. Can you read that?

25 A. Get new 388 to airport entrance road from



1 DOT, letting May 18.

2 Q. What's that in relation to?

3 A. In relation to Highway 388 lift stations,  
4 in relation to the Florida Department of Transportation  
5 is rebuilding Highway 388 from State Road 77 to State  
6 Road 79. And the original schedule from my utility  
7 coordination meeting said that they were going to let it  
8 in May of 2018.

9 Q. And when was that actually let?

10 A. I don't know when it was actually let.

11 Q. On the page POD-5-3, there's a reference to  
12 October 19. Do you know why the rest of that entry is  
13 redacted?

14 A. No.

15 Q. And on the day you sent the email in  
16 question on October 20, 2017, you have an entry on  
17 POD-5-3 that says, email; correct?

18 A. Yes, sir.

19 Q. And then you've redacted everything else  
20 after that entry on that page; correct?

21 A. On that page, the rest of that page is  
22 redacted.

23 Q. Now, when you had your meeting on  
24 October 11 with the St. Joe folks, did you let them know  
25 at that time that there was a territorial agreement

1 between Gulf Power and Gulf Coast Electric that could  
2 have an impact on your ability to serve that particular  
3 lift station?

4 A. No.

5 Q. Why not?

6 A. I didn't feel like at that point in the  
7 conversation that I needed to bring up the agreement  
8 because I needed more information from them about the  
9 size of the load.

10 Q. Before you sent your email on October 20,  
11 2017 to Peyton Gleaton, did you advise anyone at St. Joe  
12 Corporation (sic) that there was a territorial agreement  
13 between Gulf Power and GCEC that could impact Gulf  
14 Power's ability to serve the lift station?

15 A. I don't recall.

16 Q. Did you ever -- strike that. Prior to  
17 October 20, 2017, did you ever instruct or advise or  
18 inform anyone at St. Joe Corporation (sic) that they  
19 should talk to Gulf Coast Electrical Cooperative about  
20 potentially providing service to this location?

21 A. No, I did not.

22 Q. Okay. Have you ever advised anyone at St.  
23 Joe Corporation (sic) that there was a territorial  
24 agreement in place that could impact Gulf Power's  
25 ability to serve the lift station at 1900 West Highway

1 388?

2 A. Can you ask me that question again?

3 Q. Sure. Have you ever advised anyone at St.  
4 Joe Corporation (sic) that there was a territorial  
5 agreement between Gulf Power and GCEC that could impact  
6 Gulf Power's ability to serve the lift station located  
7 at 1900 West Highway 388?

8 A. I don't recall.

9 Q. Let's go back to Deposition Exhibit 1.

10 MR. MAY: Madam court reporter, do y'all  
11 want to take a break, get a glass of water?

12 THE WITNESS: Please.

13 MR. MAY: Let's take five.

14 (Whereupon, a brief recess was taken at  
15 2:53 p.m., after which the deposition continued  
16 at 2:58 p.m.)

17 MR. MAY: We're back on the record.

18 Q. (By Mr. May) Before the break, Mr. Rogers,  
19 I was just suggesting that we turn back to Deposition  
20 Exhibit Number 1, that's your email of October 20, 2017  
21 to Peyton Gleaton. Did you draft this email all by  
22 yourself?

23 A. Yes, sir.

24 Q. Did you consult with anyone in drafting the  
25 email?



1 A. No.

2 Q. Did anyone direct you to send this email?

3 A. No, sir.

4 Q. Over what period of time did you develop  
5 this email?

6 A. In the few minutes prior to sending the  
7 email.

8 Q. So the email looks as if it were sent on  
9 Friday afternoon around 1:22 p.m.?

10 A. Yes, sir.

11 Q. Do you recall when you started drafting the  
12 email?

13 A. It would have been after lunch on Friday,  
14 within a few minutes of sending it.

15 Q. Were any other individuals in Gulf Power  
16 blind copied on this email?

17 A. No, sir.

18 Q. Okay. Did you forward the email to anyone  
19 after you sent it?

20 A. Yes.

21 Q. And when did you forward it?

22 A. When I was requested to forward it.

23 Q. The question I asked was when did you  
24 forward it?

25 A. I would have to go back to my notes to find

1 out the date. I'd have to go back in my notes to find  
2 out when.

3 Q. Who requested that you forward it?

4 A. I'm not sure of her specific title, but the  
5 district general manager.

6 Q. What's her name?

7 A. Sandy Sims.

8 Q. Did Ms. Sims know that you were going to  
9 send the email to Peyton Gleaton before you sent the  
10 email?

11 A. No.

12 Q. Do you recall when you forwarded the email  
13 to Sandy Sims?

14 A. I don't recall when that was.

15 Q. Was it on the same day you sent the email?

16 A. No, sir.

17 Q. Was it around the same time you sent the  
18 email?

19 A. No, sir. I'm thinking it was in the  
20 November time frame.

21 Q. Okay. Prior to sending the email out on  
22 October 20, 2017, have you ever communicated with Peyton  
23 Gleaton before?

24 A. No, sir.

25 Q. Okay. Earlier in the deposition,

1 Mr. Rogers, you said you were aware that the Procedures  
2 and Guidelines document had been approved by the Florida  
3 Public Service Commission in Docket 19930885. I want to  
4 mark as Deposition Exhibit Number 8 this document.

5 (Whereupon, GCEC's Exhibit No. 8 was  
6 marked for identification.)

7 Q. (By Mr. May) Now, Mr. Rogers, I'm going to  
8 represent to you that this is a petition filed by Gulf  
9 Power that initiated Docket 930885-EU, the docket in  
10 which the territorial agreement was approved by the  
11 Public Service Commission. Do you see where Gulf Power  
12 gave any instructions that notices and communications  
13 with respect to this docket be sent by email?

14 A. I don't see anywhere where it says docket  
15 correspondence should be an email.

16 Q. On paragraph two, Gulf Power gives specific  
17 instructions regarding notices and communications with  
18 respect to this docket; does it not?

19 A. It lists, yes, sir, locations where to  
20 address documents in this docket.

21 Q. And the recipients of notices and  
22 communications with respect to this docket were to be  
23 sent to Gulf Power's lawyers and its manager of rates  
24 and regulatory matters; correct?

25 A. For that docket, that's where they appear



1 they should have been sent to.

2 Q. Did you consider this document when you  
3 decided to send the notice under Section 2.3(a) by  
4 email?

5 A. No, sir. That docket has been closed since  
6 before I've been with the company. I was following the  
7 product of that docket, the territorial agreement, that  
8 requires notification to Gulf Coast Electric when  
9 there's a request to serve.

10 Q. Are you aware of any territorial agreement  
11 that Gulf Power has with any other utility that allows  
12 notice of a customer request for service to be sent by  
13 email?

14 A. I don't know of any other territorial  
15 agreement that requires any contact to be made with  
16 either party between Gulf (sic) and another utility.

17 Q. I thought you said you were familiar with  
18 the Gulf Power territorial agreement with CHELCO?

19 A. I am. I don't have to notify CHELCO.

20 Q. You don't? Is it your testimony today that  
21 there is no requirement that you notify CHELCO of a  
22 customer request by certified mail?

23 A. CHELCO -- I have lines on the ground in  
24 South Walton County along section lines that there's a  
25 map that shows the sections of where Gulf Power serves

1 and where CHELCO serves. There's no notification of  
2 CHELCO. They serve on one side of the line and we serve  
3 on the other side of the line.

4 Q. That's your understanding of the  
5 territorial agreement, that there's no notice  
6 requirements?

7 A. In South Walton on CHELCO, yes.

8 Q. Okay. Mr. Rogers, I'm going to show you a  
9 document that I'll have marked as Deposition Exhibit  
10 Number 9.

11 (Whereupon, GCEC's Exhibit No. 9 was  
12 marked for identification.)

13 MR. GRIFFIN: I'm sorry, I missed it. Was  
14 the Gulf Power petition listed as an exhibit?

15 MR. MAY: Yes, that was 8.

16 MR. GRIFFIN: Okay, I'm sorry.

17 THE WITNESS: So this is 9?

18 MR. MAY: This is 9, right.

19 Q. (By Mr. May) Mr. Rogers, I'm going to  
20 represent to you this is Gulf Coast Electric  
21 Cooperative's Answers to Gulf Power's Petition to  
22 Resolve the Territorial Dispute that was marked as  
23 Exhibit 8. Do you see where Gulf Coast Electric  
24 Cooperative gave any instructions that notices and  
25 communications with respect to this docket be sent by

1 email?

2 A. There's no emails listed for communications  
3 with respect to the docket.

4 Q. Do you see where Gulf Power gave any  
5 instructions that notices and communications with  
6 respect to this docket be sent to anyone other than Gulf  
7 Coast Electric Cooperative's attorneys of record and its  
8 general manager?

9 A. It says, all notices and communications  
10 with respect to this docket should be addressed to, and  
11 it lists two attorneys and the Gulf Coast Electric  
12 general manager.

13 Q. Did you consider this document when you  
14 decided to send the notice under Section 2.3(a) by  
15 email?

16 A. No, sir. I did not give that to the closed  
17 docket.

18 Q. Mr. Rogers, I'm going to mark as Deposition  
19 Exhibit Number 10 the Gulf Power's documents that were  
20 produced in response to GCEC's First Request for  
21 Production of Documents Number 4.

22 (Whereupon, GCEC's Exhibit No. 10 was  
23 marked for identification.)

24 Q. (By Mr. May) Can you turn to page 039?  
25 The Bates label is POD-4-39. In your email of



1 January 12, 2018, you advise Mr. Gleaton that GCEC did  
2 not respond to Gulf's notice within the contractual time  
3 frame as required in Section 2.3(b) of the parties'  
4 agreement, therefore, waived any right to serve the  
5 subject location; is that correct?

6 A. That's what it -- that's what's written.

7 Q. What do you mean by contractual time frame  
8 as required by Section 2.3?

9 A. In the territorial agreement in Section  
10 2.3(b), it states that upon receipt of notice, they have  
11 five working days to respond.

12 Q. In your email of October 20th, did you  
13 advise Gulf Coast Electric Cooperative that failure to  
14 respond within five days would result in GCEC waiving  
15 any right to serve the lift station under the agreement?

16 A. By referencing the agreement, yes.

17 Q. In your email --

18 A. I notified him based on Section 2.3(a) of  
19 the agreement. And so following the agreement, he would  
20 know that he has five working days to respond.

21 Q. He being who?

22 A. Peyton Gleaton, who the email was sent to.

23 Q. You previously said you had never had any  
24 communications or interaction with Mr. Peyton Gleaton  
25 before you sent the email?

1 A. That's correct.

2 Q. So you're assuming that he would know what  
3 this reference to this, quote, agreement, end quote,  
4 would be?

5 A. He's the vice president of engineering for  
6 Gulf Coast Electric Cooperative who we have the  
7 agreement with.

8 Q. I think you previously stated at the very  
9 beginning of your deposition that there's nothing in the  
10 Procedures and Guidelines that references the word  
11 agreement; correct?

12 A. The word agreement, I did not see it in the  
13 document. But just like you have in the letter here,  
14 referring to it as a territorial agreement.

15 Q. But your October 20 email doesn't reference  
16 a territorial agreement; does it?

17 A. It says between -- the agreement between  
18 Gulf Power and Gulf Coast Electric Cooperative.

19 Q. I don't see the word territorial in your  
20 email.

21 A. The word territorial is not in the email.

22 Q. Okay. And why didn't you put it in the  
23 email?

24 A. The only agreement I know of between Gulf  
25 Power Company and Gulf Coast Electric Cooperative is the

1 territorial agreement. So pursuant to the territorial  
2 agreement -- it just says agreement here. There's a  
3 number of ways to draft it. This I thought was clear  
4 between the agreement between Gulf Power and GCEC that I  
5 was notifying them of the customer's request.

6 Q. Let's turn now to Section 2.3(a) of the  
7 Procedures and Guidelines that you reference in your  
8 email.

9 A. Okay.

10 Q. Please read that section for the record.

11 A. Just 2.3(a), is that what you're asking?

12 Q. Yes, sir.

13 A. Okay. The requested utility is to notify  
14 other utility of the customer's request providing all  
15 relevant information about the request.

16 Q. Okay. Prior to October 20, 2017, you knew  
17 the name of the customer requesting service to the lift  
18 station located at 1900 West Highway 388; correct?

19 A. Correct.

20 Q. Your October 20 email did not provide  
21 Mr. Gleaton with that customer name; did it?

22 A. No, sir.

23 Q. You said earlier in the deposition that you  
24 had determined the size of the load for the lift station  
25 prior to October 20, 2017; correct?



1 A. Yes, sir.

2 Q. And you were able to determine the size of  
3 the load by obtaining certain information from the  
4 customer; correct?

5 A. Correct.

6 Q. Your October 20 email did not provide  
7 Mr. Gleaton with the size of the load for the lift  
8 station; did it?

9 A. It does not list the size of the load.

10 Q. Prior to October 20, 2017, you knew the  
11 county in which the lift station was located; correct?

12 A. Correct.

13 Q. But your October 20 email did not identify  
14 the county in which the lift station was located;  
15 correct?

16 A. Correct.

17 Q. And you testified previously that Gulf  
18 Power serves in a number of different counties in  
19 Northwest Florida; correct?

20 A. That's correct.

21 Q. And you also understand that Gulf Coast  
22 Electric Cooperative provides electric service in a  
23 number of different counties in Florida; correct?

24 A. I understand they provide more than just  
25 one county, yes, sir.

1 Q. Why didn't you include the county with the  
2 parcel number?

3 A. I didn't think about including the county.

4 Q. Just an honest mistake?

5 A. Yes, sir.

6 Q. Okay.

7 A. I was trying to provide him the best  
8 information I had on where it was at.

9 Q. People make mistakes. Prior to October 20,  
10 2017, you had identified the location of Gulf Power's  
11 existing facilities nearest to the lift station at 1900  
12 West Highway 388; correct?

13 A. Ask that again.

14 Q. Prior to sending the email on October 20,  
15 2017, you had identified the location of Gulf Power's  
16 existing facilities closest to the lift station; is that  
17 correct?

18 A. Yes, sir.

19 Q. But your October 20 email did not provide  
20 Mr. Gleaton with the information regarding the location  
21 of Gulf Power's nearest facilities; did it?

22 A. Correct.

23 Q. When you sent the email on October 20, 2017  
24 to Mr. Gleaton, you knew that Gulf Coast Electric  
25 Cooperative would have five days to respond, otherwise

1 they would run the risk of waiving their right to serve;  
2 correct?

3 A. Yes, I knew in the territorial agreement of  
4 the five days.

5 Q. Who do you consider your customer to be for  
6 the lift station located at 1900 West Highway 388?

7 A. St. Joe Company would have been the  
8 customer first, because they would have had to set up  
9 the service for the lift station prior to turning it  
10 over to Bay County.

11 Q. You've been advised by Mr. Gleaton, have  
12 you not, that in December of 2017 Bay County approached  
13 Gulf Coast Electric Cooperative about serving the lift  
14 station at 1900 West Highway 388; correct?

15 A. I received an email from Peyton in  
16 January -- on January 8th from Peyton as notice that he  
17 has had a consumer request that Gulf Coast provide power  
18 to a lift station at 1900 (sic) 388.

19 Q. Can you turn back to Deposition Exhibit 10  
20 on page 038?

21 A. 038 was the page?

22 Q. Yes, sir. POD Number POD-four-38.

23 A. Okay.

24 Q. And this was a document that you all  
25 produced in response to Request for Production Number 4.



1 A. Uh-huh.

2 Q. In that first paragraph, Mr. Gleaton has  
3 again advised you that --

4 A. There is a December date in there.

5 Q. Yes.

6 A. I see that.

7 Q. So --

8 A. I didn't know in December at that point --

9 Q. But you were aware in January --

10 A. -- that Peyton.

11 Q. -- that Bay County had approached Gulf  
12 Coast Electric Cooperative about serving the lift  
13 station at 1900 West Highway 388; correct?

14 A. Ask that question again, please.

15 Q. I think the email speaks for itself, but  
16 you were aware on January 16th as a result of this email  
17 that Bay County had approached Gulf Coast Electric  
18 Cooperative on December 14, 2017 about serving the lift  
19 station located at 1900 West Highway 388?

20 A. That's what Peyton wrote to me, yes.

21 MR. MAY: Can we go off the record for just  
22 a second?

23 (Whereupon, a brief recess was taken at  
24 3:24 p.m., after which the deposition continued  
25 at 3:34 p.m.)

1 MR. MAY: Mr. Rogers, that's all the  
2 questions that I have. I appreciate your time.

3 MR. SCHRADER: I think we are good, thank  
4 you.

5 MR. GRIFFIN: Okay. I've got a few just to  
6 touch on some of the issues that Mr. May raised  
7 during his examination.

8 **CROSS-EXAMINATION**

9 **BY MR. GRIFFIN:**

10 Q. Mr. Rogers, Mr. May went through a line of  
11 questioning with you concerning information that was not  
12 included in your October 20th, 2017 notice to  
13 Mr. Gleaton. Do you recall that line of questioning?

14 A. Yes, sir.

15 Q. Had Mr. Gleaton or for that matter any  
16 other representative of Gulf Coast Electric Cooperative,  
17 replied to your email seeking additional information or  
18 contacted you in some other way, would you have been  
19 willing to provide them with additional information?

20 A. Yes, absolutely.

21 Q. Was it ever your intention in sending the  
22 October 20th, 2017 notice to Mr. Gleaton to confuse or  
23 deceive Mr. Gleaton or anyone else at Gulf Coast  
24 Electric Cooperative?

25 A. No, sir.

1 Q. What was your intention?

2 A. My intention was to follow the agreement  
3 that said I needed to notify GCEC that we had a customer  
4 request and to start the conversation along serving that  
5 customer and that following the agreement that I notify  
6 him. And so the agreement doesn't say notify him. I  
7 notified the vice president of engineering at Gulf Coast  
8 Electric of the request, the customer's request of Gulf  
9 Power to serve the lift station.

10 Q. And do you believe that the content of your  
11 notice was sufficient to alert Gulf Coast Electric  
12 Cooperative to the existence of a customer request and  
13 the fact --

14 MR. MAY: Objection, leading question.

15 Q. (By Mr. Griffin) Do you believe -- I'm not  
16 suggesting the answer -- that your October 20th notice  
17 was sufficient to alert Gulf Coast Electric Cooperative  
18 to the fact that an electric service request has been  
19 made to Gulf Power Company and that Gulf Power Company  
20 was providing notice pursuant to 2.3(a) of the  
21 territorial agreement?

22 A. Yes, I believe.

23 Q. That's your answer?

24 A. Yes, I believe that's sufficient.

25 Q. I think you mentioned earlier in response



1 to a question from Mr. May that Gulf Coast Electric  
2 maintains a Southport office; is that right?

3 A. Yes, sir.

4 Q. Where, if you know, is that Southport  
5 office located?

6 A. The Southport office is located at Highway  
7 388 and Highway 77 on the southwest corner of the  
8 intersection, which is approximately three-and-a-half  
9 miles east of the lift station.

10 Q. Okay. And if you know, how far is that  
11 Southport office located from the lift station at issue  
12 in this dispute?

13 A. About three-and-a-half miles.

14 Q. Do you happen to know where Mr. Gleaton is  
15 officed?

16 A. According to his correspondence to me, he  
17 is officed at that Southport office.

18 MR. GRIFFIN: That's all I have. Thank  
19 you.

20 MR. MAY: No redirect.

21 (The deposition was concluded at 3:40  
22 p.m.)  
23  
24  
25

CERTIFICATE OF OATH

(STATE OF FLORIDA)

(COUNTY OF ESCAMBIA)

I, Pamela Dee Elliott, Florida Professional Reporter, Notary Public, State of Florida, certify that **JOSHUA R. ROGERS** personally appeared before me on the 17th day of August, 2018 and was duly sworn.

WITNESS my hand and official seal this 17th day of August, 2018.

---

PAMELA DEE ELLIOTT  
FLORIDA PROFESSIONAL REPORTER  
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF REPORTER

I, PAMELA DEE ELLIOTT, Court Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of **JOSHUA R. ROGERS**; that a review of the transcript was requested; and that the foregoing transcript, pages 1 through 78, is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 17th day of August, 2018.

---

PAMELA DEE ELLIOTT  
FLORIDA PROFESSIONAL REPORTER



## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In Re: Complaint by Gulf Coast Electric  
Cooperative, Inc., against Gulf Power  
Company for violation of a territorial  
order.

Docket No.: 20180125-EU

Filed : July 27, 2018

---

**RE: DEPOSITION OF JOSHUA R. ROGERS TAKEN 08/17/18**

DATE SENT: \_\_\_\_\_ or DATE WITNESS CONTACTED: \_\_\_\_\_

TO: STEVEN R. GRIFFIN, ESQUIRE

The referenced transcript has been completed and awaits reading and signing within 30 days of the date you were contacted, which is \_\_\_\_\_.

The transcript is 78 pages long. Please have your client read his deposition and make any corrections on the enclosed Errata Sheet only. Do not write on the transcript. Please forward the original signed Errata Sheet to Anchor Court Reporting, 229 South Baylen Street, Pensacola, Florida 32502.

The original of this deposition has been forwarded to the ordering party, and your Errata Sheet, once received, will be forwarded to all ordering parties as listed below.

Thank you.

---

PAMELA DEE ELLIOTT, FPR

ERRATA SHEET

WITNESS: JOSHUA R. ROGERS

IN RE: In Re: Complaint by GCEC against GPC  
for violation of a territorial order  
CASE NO.: 20180125-EU

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<u>Page</u>	<u>Line</u>	<u>Correction/Change</u>	<u>Reason</u>
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Under penalties of perjury, I declare that I have read the foregoing document, pages 01 through 78, and that the facts stated in it are true.

---

DATE

---

JOSHUA R. ROGERS

ERRATA SHEET


WITNESS: JOSHUA R. ROGERS

IN RE: In Re: Complaint by GCEC against GPC  
for violation of a territorial order  
CASE NO.: 20180125-EU

<u>Page</u>	<u>Line</u>	<u>Correction/Change</u>	<u>Reason</u>
9	5	change "Shelly" to "Shelley"	correction
9	19	change "Shelly" to "Shelley"	correction
15	19	change "lasts" to "lasted"	correction
35	18	change "Roll" to "Royal"	correction
36	12	change "Wilks" to "Wilkes"	correction
45	22	change "2.3(1)" to "2.3(a)"	correction
47	15	change "responded" to "produced"	correction
64	16	change "I did not give that to the closed docket." to "I did not give consideration to that closed docket."	correction

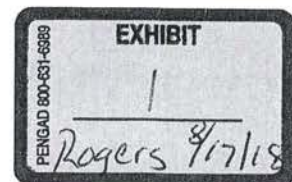
Under penalties of perjury, I declare that I have read  
the foregoing document, pages 01 through 78, and that  
the facts stated in it are true.

8/22/2018  
DATE

  
JOSHUA R. ROGERS



# EXHIBIT F



From: Rogers, Joshua R.  
Sent: Friday, October 20, 2017 1:22 PM  
To: [pgleaton@gcec.com](mailto:pgleaton@gcec.com)  
Subject: Electrical Service Request

Mr. Gleaton,

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in any duplication of facilities.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com  
*Stay connected with Gulf Power*



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve  
territorial dispute with GULF  
COAST ELECTRIC COOPERATIVE, INC.  
by GULF POWER COMPANY.

DOCKET NO. 930885-EU  
ORDER NO. PSC-01-0891A-PAA-EU  
ISSUED: March 26, 2002

AMENDATORY ORDER

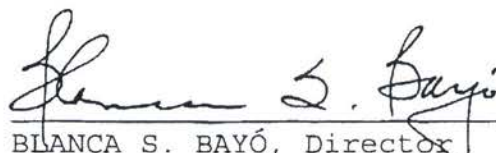
On April 9, 2001, the Commission issued Order No. PSC-01-0891-PAA-EU, in Docket No. 930885-EU. After issuance, it was noted that due to a scrivener's error, Attachment A, which was incorporated into the Order by reference, was not attached. To correct this error, the Order shall be amended to include Attachment A, which is incorporated by reference. Order No. PSC-01-0891-PAA-EU is affirmed in all other respects.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-01-0891-PAA-EU is hereby amended as set forth in the body of this Order. It is further

ORDERED that Order No. PSC-01-0891-PAA-EU is affirmed in all other respects.

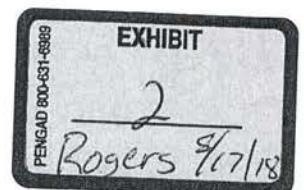
By ORDER of the Florida Public Service Commission this 26th day of March, 2002.



BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

( S E A L )

KNE



DOCUMENT NOT RECORDED

03440 MAR 26 8

FFSC-CO DMSI CLERK



## PROCEDURES AND GUIDELINES FOR AVOIDING FURTHER UNECONOMIC DUPLICATION OF FACILITIES

It is expected that the utilization of these procedures and guidelines will help Gulf Coast Electric Cooperative, Inc. ("GCEC") and Gulf Power Company ("Gulf Power") avoid further uneconomic duplication of the facilities of each other, in accordance with the policy and rules of the Florida Public Service Commission ("Commission"). Accordingly, these procedures and guidelines are intended for use by the parties to assist in determining whether or not they should agree to honor the request for electric service by a Customer or should otherwise proceed with the construction of additional facilities. If, by constructing the facilities to provide service to a Customer requesting such service, there is a reasonable expectation that uneconomic duplication of facilities would occur, a Utility may deny service to the Customer and direct the Customer to request service from the Utility whose provision of such service would not be expected to result in uneconomic duplication.

### SECTION I: DEFINITIONS

- 1.1 Cost of Service. As used herein, the term "Cost of Service" shall mean the initial cost of the construction (including fully-Loaded labor, materials, engineering and supervision overheads, etc.) of the modification or addition of facilities required to provide requested service to the Customer less any initial payments by the Customer as a contribution in aid to construction.
- 1.2 Customer. As used herein, the term "Customer" shall mean any person or entity requesting electrical service and who is intending to be responsible for or who is acting on behalf of the intended responsible party for a building or other facility (e.g. electro-mechanical equipment, contiguous group of premises, etc.) requiring such electrical service.
- 1.3 Existing Facilities. As used herein, the term "Existing Facilities" shall mean the Utility's nearest facilities that are of a sufficient size, character (number of phases, primary voltage level, etc.) and accessibility so as to be capable of serving the anticipated Load of a Customer without requiring any significant modification of such facilities.
- 1.4 Load. As used herein, the term "Load" shall mean the connected Load stated in terms of kilovolt-amperes (kVA) of the building or facility for which electrical service is being requested.
- 1.5 Point of Delivery. As used herein, the term "Point of Delivery" shall mean that geographical location where the Utility's anticipated facilities that would be used to deliver electrical power to a Customer begin to constitute what is commonly referred to as the service drop or service lateral, i.e. it is the point at which the Utility's primary or secondary facilities would terminate and the service drop or service lateral would commence. For a facility with multiple meter points, "Point of Delivery" shall mean that

geographical location at which the primary circuit to serve the facility begins to branch out into sub-circuits to reach the various meter points.

- 1.6 Utility. As used herein, the term "Utility" shall mean either GCEC or Gulf Power, each of which is an electric Utility under the provisions of Chapter 366 of the Florida Statutes having electrical facilities within the region of a Customer's location so as to be considered by that Customer as a prospective provider of electric energy delivery services.

## SECTION II: AGREEING TO PROVIDE REQUESTED SERVICE

- 2.1 Whether or not a Utility's provision of electric service to a Customer would result in further uneconomic duplication of the other Utility's facilities is primarily dependent upon whether or not there is a significant difference in the Cost of Service for each of the utilities. The likelihood of there being a significant difference in the Cost of Service is primarily a function of the size of the Load and the difference in distances between the Point of Delivery and the Existing Facilities of each Utility. Consequently, upon receiving a bona-fide request for service from a Customer, a Utility may agree to provide the requested service if the conditions of either Section 2.2 or Section 2.3 below are met. Otherwise, the Utility should direct the Customer to request service from the other Utility.
- 2.2 Various Load and distance criteria under which a Utility may agree to provide service are as follows:
- (a) For any size Load where the requested Utility's Existing Facilities are within 1,000 feet of the Point of Delivery or are no more than 1,000 feet further from the Point of Delivery than the Existing Facilities of the other Utility.
  - (b) For a Load greater than 100 kVA where:
    - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 1,500 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or
    - (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 3,000 feet of the Point of Delivery.
  - (c) For a Load greater than 500 kVA where:
    - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 2,000 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or



- (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 4,000 feet of the Point of Delivery.
- (d) For a Load greater than 1000 kVA where:
  - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 2,500 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or
  - (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 5,000 feet of the Point of Delivery.

2.3 In any instance where the Load and distance criteria of Section 2.2 are not met but the requested Utility believes that its Cost of Service would not be significantly more than that of the other Utility, the following procedure shall be used to determine if the requested Utility may agree to provide service:

- (a) The requested Utility is to notify the other Utility of the Customer's request, providing all relevant information about the request.
- (b) If the other Utility believes that its facilities would be uneconomically duplicated if the request is honored, it has five (5) working days from receipt of notice to request a meeting or other method to be conducted within ten (10) working days for the purpose of comparing each Utility's Cost of Service. Absent such a request or upon notification from the other Utility of no objection to the requested Utility's providing the service, the requested Utility may agree to provide service.
- (c) At the meeting scheduled pursuant to 2.3(b) or in some other mutually acceptable method, each Utility is to present to the other Utility its estimated Cost of Service, including all supporting details (type and amount of equipment, labor rates, overheads, etc.). For Loads greater than 1,000 kVA, information as to the percentage of substation and feeder capacity that will be utilized and the amount and nature of the cost allocations of such utilization included in the Cost of Service are to be provided.
- (d) Upon agreement as to each Utility's Cost of Service, the requested Utility may agree to provide service to the Customer if either of the following conditions are met:
  - (i) The requested Utility's Cost of Service does not exceed the other Utility's Cost of Service by more than \$15,000.
  - (ii) The requested Utility's Cost of Service does not exceed the other Utility's Cost of Service by more than twenty-five percent (25%).



- (e) Notwithstanding the other provisions of this Section 2.3, no Utility shall agree to provide service to a Customer under the provisions of this Section 2.3 if the Load is less than or equal to 1000 kVA, the requested Utility's Existing Facilities are further than 10,000 feet from the Point of Delivery, and the other Utility's Existing Facilities are located in a roadway or other right-of-way abutting the Customer's premises.
- 2.4 The requested Utility bears the primary responsibility in determining whether or not the provisions of Section 2.2 or Section 2.3 above have been met or if it otherwise believes that service can be provided to a Customer without uneconomic duplication of the other Utility's facilities. Should the other Utility dispute such determinations and believe that uneconomic duplication of its facilities will occur or has occurred, every effort should be made by the two utilities to resolve the dispute, up to and including mediation before the Commission Staff and, if necessary, expedited hearing before the Commission. During a period of unresolved dispute, the requested Utility may provide temporary service to the Customer or may elect to request the other Utility to provide temporary service to the Customer and either means of temporary service shall be without prejudice to either Utility's position in the dispute as to which Utility will provide permanent service.

### SECTION III: CUSTOMER RELIABILITY AND POWER QUALITY

While one Utility may have existing distribution facilities nearer to a Customer's Point of Delivery than the other Utility, reliability of service and power quality to the individual Customers are important. In the application of the provisions of Section II above, engineering criteria must be considered in the decision as to whether the requested Utility should agree to serve the Customer. Substation distance from the Point of Delivery and Load capacity of impacted substations in each case should be considered. Wire size and its capacity and capabilities should also be considered. All other system engineering design and criteria should be reviewed in each Utility's facilities.

### SECTION IV: CUSTOMERS PRESENTLY SERVED BY ANOTHER UTILITY:

A Utility shall not construct nor maintain electric distribution lines for the provision of electric service to any Customer then currently being provided electric service by the other Utility. If, however, a Customer that has historically required single-phase service disconnects and the new Customer locating there requires three-phase service, Section II above may apply.

### SECTION V: DISTRIBUTION SYSTEM EXTENSIONS & UPGRADES

A Utility will, from time to time, have distribution system extensions or upgrades necessary and prudent from an engineering standpoint for reliability and Customer service. While recognizing this, these extensions or upgrades should be performed only when necessary

DOCKET NO. 930885-EU  
ORDER NO. PSC-01-0891A-PAA-EU  
PAGE 6

for these reasons and not be put in place to position the Utility for future anticipated development. These system upgrades are defined to be capital projects justified and approved for construction following a Utility's normal administrative budgetary channels and procedures, and documentation for such will be provided to the other Utility upon written request. Connecting points on a Utility's distribution system must be for reliability and coordination purposes only. The connecting distribution line may not serve Customers within 1,000 feet of the Existing Facilities of the other Utility that were in place at the time of that system upgrade.

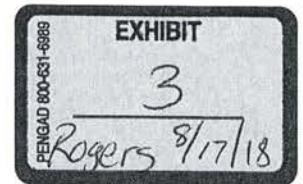
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve  
territorial dispute with GULF  
COAST ELECTRIC COOPERATIVE, INC.  
by GULF POWER COMPANY.

DOCKET NO. 930885-EU  
ORDER NO. PSC-01-0891-PAA-EU  
ISSUED: April 9, 2001

The following Commissioners participated in the disposition of  
this matter:

J. TERRY DEASON  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI



NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING PROCEDURES AND GUIDELINES FOR AVOIDING  
FURTHER UNECONOMIC DUPLICATION OF FACILITIES

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.

Pursuant to Section 366.04(2)(d), Florida Statutes, we have jurisdiction "to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction." In Order No. PSC-98-0174-FOF-EU issued January 28, 1998, we directed Gulf Power Company and Gulf Coast Electric Cooperative, Inc., to establish detailed procedures and guidelines addressing subtransmission, distribution, and requests for new service which are enforceable with each respective utility. A joint submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities was filed on July 24, 2000. On September 15, 2000, we received a letter requesting a 90-day extension for purposes of amending the July 24, 2000 filing. On January 26, 2001, pursuant to Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440, Florida Administrative Code, Gulf Power Company and Gulf Coast

3

DOCUMENT NUMBER-DATE

04323 APR-98

FPSC-RECORDS/REPORTING



Electric Cooperative Inc., filed an Amended Joint Submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities. A copy of the Procedures and Guidelines is included as Attachment A to this Order and is incorporated by reference herein.

In interpreting our authority to review territorial agreements, the Florida Supreme Court has held that the appropriate standard is the "no-detriment test." Utilities Comm'n of City of New Smyrna v. FPSC, 469 So. 2d 731 (Fla. 1985). The Court stated that PSC approval should be based on the effect the territorial agreement will have on all customers in the territory, not just whether transferred customers will benefit. See id. at 732. "For PSC approval, any customer transfer in a proposed territorial agreement must not harm the public." Id. at 733.

Rule 25-6.0440(2), Florida Administrative Code, describes the standards of approval of territorial agreements as follows:

- (2) Standards for Approval. In approving territorial agreements, the Commission may consider, but not be limited to consideration of:
- (a) the reasonableness of the purchase price of any facilities being transferred;
  - (b) the reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement; and
  - (c) the reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities.

The above standards were adopted to ensure that the general body of ratepayers is not harmed by the approval of territorial agreements.

In this case, the proposed Amended Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities is the first territorial agreement between the parties. Section II of the proposed agreement outlines a utility's response to a request for service. Upon a request for service, a utility will review

customer load requirements, proximity to existing facilities of both utilities, capabilities of the existing facilities, and the costs to provide the required service. We find that a comparative analysis such as the one required by the proposed agreement will avoid future uneconomic duplication of facilities. Section III of the proposed agreement ensures that customer reliability and power quality will be considered in each request for new service. Section IV ensures utilities will not seek to serve customers currently being provided service by the other utility. Section V of the proposed agreement ensures that distribution system upgrades and extensions will not be put in place for speculative future loads.

The proposed territorial agreement does not establish a traditional "lines-on-the-ground" territorial boundary. However, the proposal addresses all the necessary standards required for approval. When necessary to compare cost of service, the agreement provides a test of two alternatives. First, if the difference between the costs of service of the two companies is less than \$15,000, that amount is to be considered *de minimis*, and the customer's choice of provider may prevail. This *de minimis* standard was derived from the Florida Supreme Court's decision in this docket in Gulf Coast Electric Cooperative, Inc. v. Susan F. Clark, et al., 674 So.2d 120 (Fla. 1996). However, the Supreme Court's opinion does not require that the *de minimis* standard be the only criterion for evaluating uneconomic duplication.

If the foregoing *de minimis* test is exceeded, the agreement provides an alternative comparison of the companies' respective costs of service. If the differential is not more than 25%, the utility with the higher cost of service may provide service according to the agreement, if chosen by the customer. This provision provides a reasonable means for establishing the limit of economic duplication. In the context of a project where there is a significant load associated with the new service, the level of investment necessary by either party would be substantial, as would be the revenues provided by that customer. In such a case, a differential of \$15,000 would likely not be a meaningful measure. Instead, the 25% threshold provides a reasonable measure of the outer limit of economic duplication and therefore the trigger for uneconomic duplication. It takes into account load and other factors that are a part of the determination of uneconomic



ORDER NO. PSC-01-0891-PAA-EU  
DOCKET NO. 930885-EU  
PAGE 4

duplication, while preserving the customer's ability to initially choose his or her provider. We find the agreement to be in the best interests of the companies and their ratepayers, and we expect the agreement to prevent uneconomic duplication of services, as intended.

Because of the unique characteristics of the proposed territorial agreement, we believe the parties should file a report addressing the effectiveness of the agreement in avoiding future uneconomic duplication and ensuring reliable service. The report should be filed on a 12-month basis for at least the next two years. These reports will provide the appropriate basis to determine whether the proposed territorial agreement is effective.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Amended Joint Submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities, attached and incorporated by reference herein, between Gulf Power Company and Gulf Coast Electric Cooperative Inc., is approved. It is further

ORDERED that Gulf Power Company and Gulf Coast Electric Cooperative Inc. shall file a report on a 12 month basis for at least the next two years, addressing the effectiveness of the agreement in avoiding uneconomic duplication and ensuring reliable service. It is further

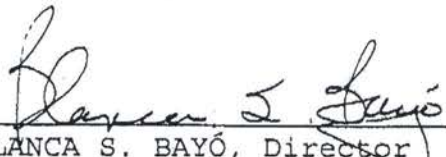
ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.



ORDER NO. PSC-01-0891-PAA-EU  
DOCKET NO. 930885-EU  
PAGE 5

By ORDER of the Florida Public Service Commission this 9th day  
of April, 2001.

  
\_\_\_\_\_  
BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

DDH

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, 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 will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on April 30, 2001.

ORDER NO. PSC-01-0891-PAA-EU  
DOCKET NO. 930885-EU  
PAGE 6

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

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.

**From:** [Precise, Bridget](#)  
**To:** [Rogers, Joshua R.](#)  
**Subject:** 388 Force Main Lift Stations  
**Date:** Wednesday, October 11, 2017 11:53:15 AM  
**Attachments:** [image003.png](#)

---

Hi Josh,

The lift station information is as follows:

Lift Station 1 is on parcel 26508-000-000 with a street address of 3815 W. Hwy 388

Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

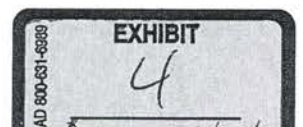
Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)





**From:** [Precise, Bridget](#)  
**To:** [Rogers, Joshua R.](#)  
**Cc:** [Wilkes, April](#)  
**Subject:** Fwd: 388 FM Electrical  
**Date:** Thursday, October 12, 2017 5:43:29 PM  
**Attachments:** [E-drawings\\_360592.pdf](#)  
[ATT00001.htm](#)

---

Hi Josh,

Attached are the electrical plans for the 388 lift stations.

Thanks,  
Bridget

Bridget Precise  
The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

Begin forwarded message:

**From:** "Pitts, Tommy" <[Gary.Pitts@mottmac.com](mailto:Gary.Pitts@mottmac.com)>  
**Date:** October 12, 2017 at 5:00:39 PM EDT  
**To:** "Precise, Bridget" <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
**Cc:** "Zafar, Amir" <[Amir.Zafar@mottmac.com](mailto:Amir.Zafar@mottmac.com)>, "Elkins, Claude R" <[Claude.Elkins@mottmac.com](mailto:Claude.Elkins@mottmac.com)>  
**Subject:** RE: 388 FM Electrical

Hi, Bridget. The electrical plans are attached. Let me know if you need anything further.

**Tommy Pitts**  
Project Manager  
Mott MacDonald  
Office 850-763-9393  
Cell 850-899-5240

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Thursday, October 12, 2017 11:01 AM  
**To:** Pitts, Tommy <[Gary.Pitts@mottmac.com](mailto:Gary.Pitts@mottmac.com)>  
**Subject:** 388 FM Electrical

Hi Tommy,

Can you send me over the electrical sheets from the force main plans? I need to get those to Gulf Power so they can figure out the service needs.

Thanks in advance.

The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

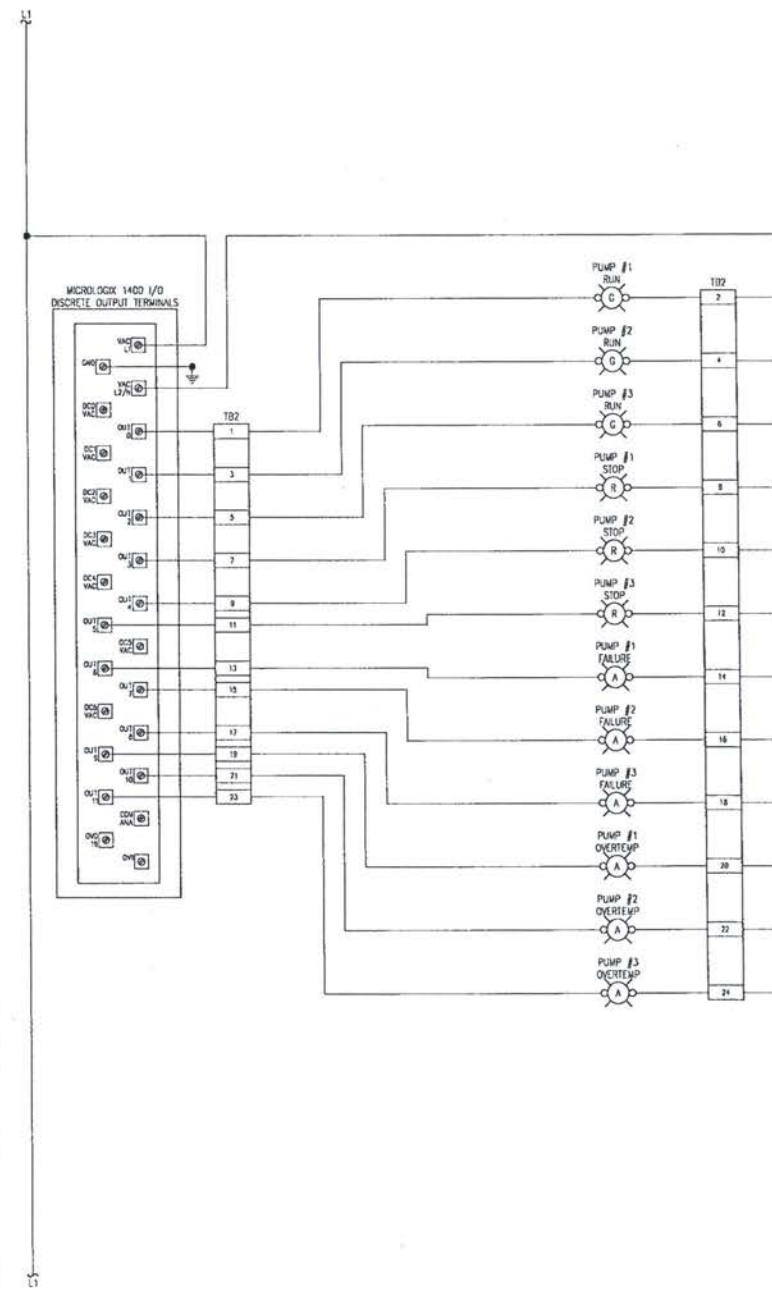
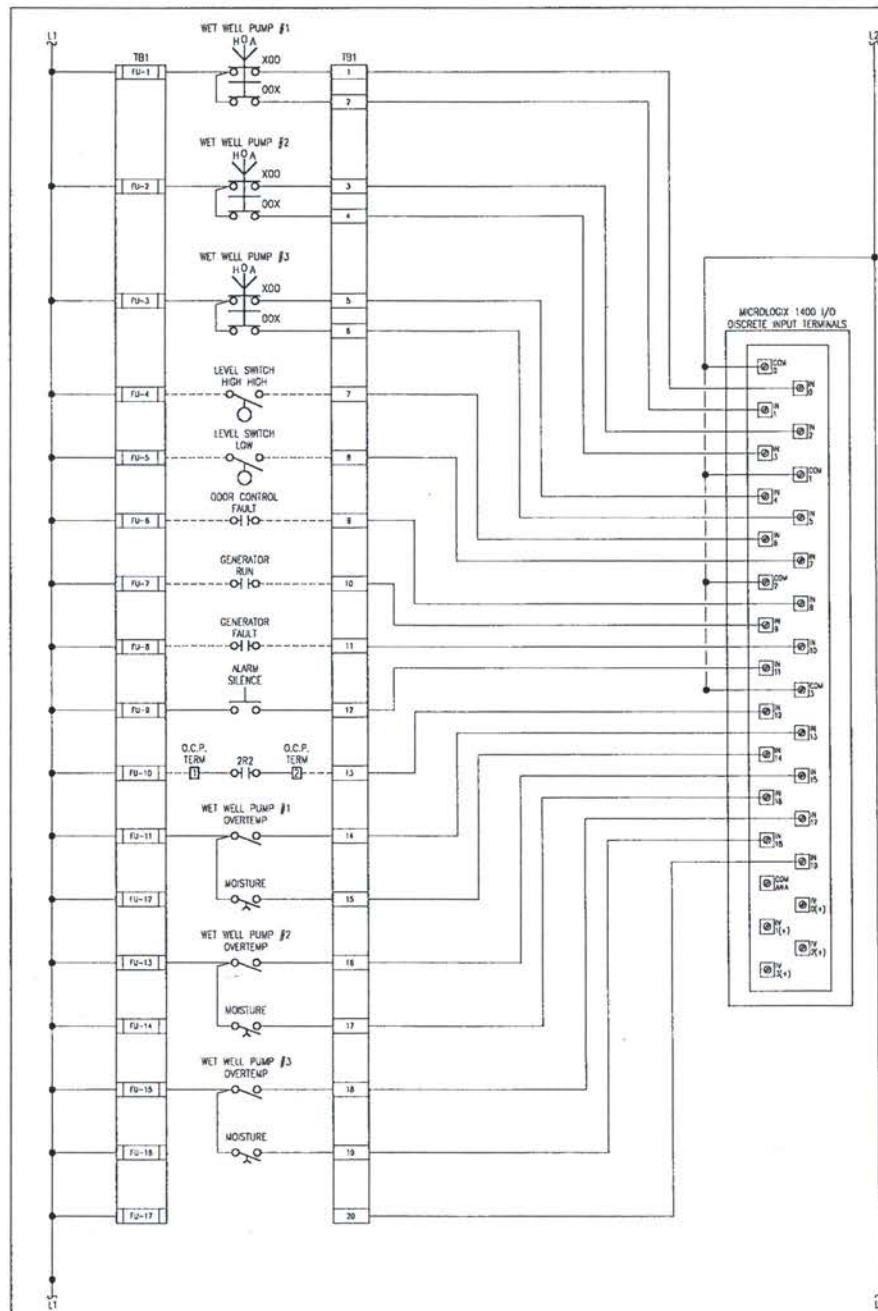






ITA	DESCRIPTION	MANUFACTURER	CATALOG NO.	QTY
(1)	CONTRACT OF PURCHASE AND SELLER	ALFA-BIOLOGY	1782-4-1	1
(2)	CONTRACT OF PURCHASE AND SELLER	ALFA-BIOLOGY	1782-016	1
(3)	CONTRACT OF PURCHASE AND SELLER	LETICIA	W259-2M	1
(4)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	000110	2
(5)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	000115	3
(6)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	000120	1
(7)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	000130	1
(8)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	LD24V-15	3
(9)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	PL5500	3
(10)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	US3001H/2	3
(11)	CONTRACT OF PURCHASE AND SELLER	FEDERAL SIGNAL	37651-1204	1
(12)	CONTRACT OF PURCHASE AND SELLER	FEDERAL SIGNAL	35080-120	1
(13)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	30420-65001-2	1
(14)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	PR1521-1	2
(15)	CONTRACT OF PURCHASE AND SELLER	SOULME-D	000250	1
(16)	CONTRACT OF PURCHASE AND SELLER	EATON	0181A	1
(17)	CONTRACT OF PURCHASE AND SELLER	LETICIA	11-40-75	3
(18)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	11-40-75	3
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(73)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	11-40-75	3
(74)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	11-40-75	3
(75)	CONTRACT OF PURCHASE AND SELLER	HEFTMAN	11-40-75	3









**From:** [Sims, Sandy \(Gulf\)](#)  
**To:** [pgleaton@gcec.com](mailto:pgleaton@gcec.com)  
**Cc:** [Precise, Bridget \(Bridget.Precise@joe.com\)](#)  
**Subject:** Lift Station Service  
**Date:** Friday, January 26, 2018 3:10:44 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[GCEC notice 102017.docx](#)

---

Dear Mr. Gleaton:

I am writing in response to your letter to Ms. Bridget Precise dated January 19, 2018, a copy of which was sent to the attention of Josh Rogers. Gulf Power Company takes issue with several of the assertions contained in that correspondence. As has been noted in previous correspondence, Gulf Power received a request to serve the lift station in October, 2017. Because the load and distance parameters set forth in section 2.2 of the Procedures and Guidelines agreement between Gulf Power and Gulf Coast Electric Cooperative ("GCEC") did not apply, Gulf Power provided notice to GCEC pursuant to Section 2.3(a) of the Procedures and Guidelines. This notice, a copy of which is attached, was sent on October 20, 2017. Under Section 2.3(b) of the Procedures and Guidelines, GCEC had five working days to request a meeting with Gulf Power and/or object to Gulf Power's providing the requested service. GCEC did not respond to Gulf Power's October 20<sup>th</sup> notice. In the absence of a timely response (or no response in this case), the Procedures and Guidelines very clearly provide that "[t]he requested Utility may agree to provide service." As it was clearly permitted to do under the agreement, Gulf Power subsequently agreed to provide service and still intends to honor our customer's request. Bay County and St. Joe Company have confirmed that their request for service from Gulf Power stands.

Putting aside the fact that GCEC has waived any right to object to Gulf Power's provision of service to the subject lift station, we also take issue with your blanket assertion that GCEC has the right to serve the load merely because its facilities are "closer" to the point of delivery. The Procedures and Guidelines specifically allow the requested utility to honor a request for service even if its existing facilities are farther away, if the requested utility's cost of service does not exceed the other utility's cost of service by twenty-five percent (25%). Had GCEC provided a timely response to Gulf Power's October 20, 2017 notice, the parties would have met to compare costs and make such a determination. While GCEC's existing facilities are "closer" to the point of delivery, there are a variety of factors that are involved in determining cost of service and it may very well be the case that Gulf Power's cost would not exceed the 25% threshold. While such a cost comparison is not required under the present circumstances given GCEC's waiver under Section 2.3(b) of the Procedures and Guidelines, Gulf Power is certainly willing to meet to discuss the same and other matters pertaining to this project. Any such meeting should not be construed as a waiver of Gulf Power's standing objection to GCEC's serving the subject load.

Sincerely,  
Sandy

## **Sandy Sims**

Gulf Power Company • District General Manager

Office: 850.872.3297 • Cell: 850.376.8440

[MyGulfPower.com](http://MyGulfPower.com)

*Stay connected with Gulf Power*





From: Rogers, Joshua R. <JROGERS@southernco.com>

Sent: Friday, October 20, 2017 1:22 PM

To: 'pgleaton@gcec.com'

Subject: Electrical Service Request

Attachments: image001.png; image002.png; image003.png; image004.png; image005.png

Mr. Gleaton,

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request

for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in

any duplication of facilities.

Thanks,

Joshua Rogers, PE

Gulf Power Company \* Engineering Supervisor II

Office: 850.872.3309 \* Cell: 850.554.6583

MyGulfPower.com

Stay connected

ers, Joshua R.  
nesday, October 11, 2017 4:07 PM  
, Joshua R. <JROGERS@southernco.com>  
:: 388 Force Main Lift Stations

warded this message on 10/12/2017 11:44 AM.

http://qpublic6.qpublic.net/qpmap4/map.php?county=fl\_bay&parcel=26508-000-000&extent= Bay County Parcel Maps

Zoom To Box Zoom In Zoom Out Panby Hand Get Info Zoom To Parcel Center On Parcel Measure Area Tool Print Page Search Sales Additional Options

Bay Home / Property Search

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ange before the next certified taxroll.

## Reports

Parcel

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

### PARCEL INFORMATION TABLE

Selected Parcel	26508-000-000
	(Click for Complete Card)
DOR Property Usage	TIMBERLAND 2, 80-90 (55)
Acres	357.63
Property Use	TIMBERLAND
Land Use	005601

### OWNERSHIP INFORMATION

Name	ST JOSEPH LAND & DEV CO
Mailing Address	C/O TAX DEPARTMENT 133 SOUTH WATERSOUND PARKWAY; WATERSOUND, FL 32413
Situs/Physical Address	4430 HWY 388 W

### VALUES

Land Value	8,480
Aq Land Value	27,830
Building Value	0
Misc Value	0
Just Value	276,425
Assessed Value	31,244
Exempt Value	0
Taxable Value	31,244

Parcel List

Legend

Measure

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## Reports

Parcel

52

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

### PARCEL INFORMATION TABLE

Selected Parcel	26597-000-000 (Click for Complete Card)
DOR Property Usage	TIMBERLAND 2, 80-90 (55)
Acres	627
Property Use	TIMBERLAND
Land Use	005910

### OWNERSHIP INFORMATION

Name	ST JOSEPH LAND & DEV CO
Mailing Address	C/O TAX DEPARTMENT 133 SOUTH WATERSOUND PARKWAY; WATERSOUND, FL 32413
Situs/Physical Address	HWY 388

### VALUES

Land Value	49,290
Ag Land Value	43,762
Building Value	0
Misc Value	0
Just Value	372,757
Assessed Value	63,606
Exempt Value	0
Taxable Value	63,606

Parcel List

Legend

Measure

makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data range before the next certified taxroll.





**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, October 11, 2017 10:52 AM  
**To:** Rogers, Joshua R.  
**Subject:** 388 Force Main Lift Stations

Josh,

The lift station information is as follows:

Lift Station 1 is on parcel 26508-000-000 with a street address of 3815 W. Hwy 388  
Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**  
*Vice President  
Development and Regulatory Affairs*

The St. Joe Company  
13 S. WaterSound Parkway, WaterSound, FL 32461  
850.231.6480  850.231.6595  
[bridget.precise@joe.com](mailto:bridget.precise@joe.com)  [joe.com](http://joe.com)

**From:** Precise, Bridget  
**To:** Rogers, Joshua R.  
**Subject:** Re: 388 Force Main Lift Stations  
**Date:** Thursday, October 12, 2017 11:59:26 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Thanks Josh.

I'll send over the plans.

Bridget

Bridget Precise  
The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

On Oct 12, 2017, at 10:53 AM, Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)> wrote:

Bridget,

The location at 3815 has existing power lines close to this address. As long as we can get some detailed information about the lift station electrical requirements, we should be able to meet the end of November completion time frame discussed.

For the location you requested that Gulf serve at 1900 W. Hwy 388, a new line extension will be required to serve this site. To start the analysis, I need the mechanical and electrical plans for the site.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
[MyGulfPower.com](http://MyGulfPower.com)  
*Stay connected with Gulf Power*

[<image001.png>](#) [<image002.png>](#) [<image004.png>](#) [<image005.png>](#) [<image006.png>](#)

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, October 11, 2017 10:52 AM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Subject:** 388 Force Main Lift Stations

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Let me know if you need something else right now.

Thanks,  
Bridget

*Vice President*  
*Development and Regulatory Affairs*  
The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)



ers, Joshua R.  
nesday, October 11, 2017 4:07 PM  
s, Joshua R. <JROGERS@southernco.com>  
E: 388 Force Main Lift Stations

rwarded this message on 10/12/2017 11:44 AM.

http://qpublic6.qpublic.net/qpmap4/map.php?county=fl\_bay&parcel=26508-000-000&extent= Bay County Parcel Maps

Zoom To Box Zoom In Zoom Out Panby Hand Get Info Zoom To Parcel Center On Parcel Measure Area Tool Print Page Search Sales Additional Options

Bay Home / Property Search

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ange before the next certified taxroll.

## Reports

Parcel

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

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Name	ST JOSEPH LAND & DEV CO
Mailing Address	C/O TAX DEPARTMENT 133 SOUTH WATERSOUND PARKWAY; WATERSOUND, FL 32413
Situs/Physical Address	4430 HWY 388 W

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Aq Land Value	27,830
Building Value	0
Misc Value	0
Just Value	276,425
Assessed Value	31,244
Exempt Value	0
Taxable Value	31,244

Parcel List

Legend

Measure

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[Layers](#)  
[Layers](#)  
[Parcel Numbers](#)  
[Listings](#)  
[Rivers](#)  
[Roads](#)  
[Sales](#)  
[Township](#)  
[Divisions](#)  
[Map](#)

[Aerial Photos \(2015\)](#)  
[Aerial Photos \(2013\)](#)  
[Aerial Photos \(2010\)](#)



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Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

## Reports

Parcel

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### PARCEL INFORMATION TABLE

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Land Use	005910

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Name	ST JOSEPH LAND & DEV CO
Mailing Address	C/O TAX DEPARTMENT 133 SOUTH WATERSOUND PARKWAY; WATERSOUND, FL 32413
Situs/Physical Address	HWY 388

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Land Value	49,290
Ag Land Value	43,762
Building Value	0
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Just Value	372,757
Assessed Value	63,606
Exempt Value	0
Taxable Value	63,606

Parcel List

Legend

Measure

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, October 11, 2017 10:52 AM  
**To:** Rogers, Joshua R.  
**Subject:** 388 Force Main Lift Stations

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Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**

*Vice President  
Development and Regulatory Affairs*

The St. Joe Company  
33 S. WaterSound Parkway, WaterSound, FL 32461  
850.231.6480 **f** 850.231.6595  
[bridget.precise@joe.com](mailto:bridget.precise@joe.com) **w** [joe.com](http://joe.com)



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

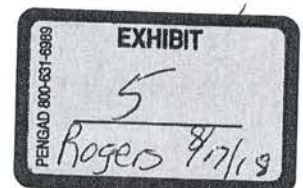
Complaint against Gulf Power Company  
for expedited enforcement of territorial  
order by Gulf Coast Electric Cooperative,  
Inc.

Docket No. 20180125-EU  
Date: August 10, 2018

**AFFIDAVIT OF JOSHUA R. ROGERS**

Before me, the undersigned authority, personally appeared Joshua R. Rogers, who after being sworn, deposes and says the following:

1. My name is Joshua R. Rogers. I am over 18 years of age and in all other respects competent to testify. I have personal knowledge of the matters set forth herein.
2. I have been employed by Gulf Power Company ("Gulf Power") in various capacities since January 2006. Since December 2017, I have been employed as the District Engineering Supervisor at Gulf Power's Panama City office located at 1230 15th St, Panama City, FL 32405. Prior to this, I served as the Engineering Supervisor II at the Panama City Beach office located at 12425 Hutchison Blvd, Panama City Beach, FL 32407. During my tenure with Gulf Power, I have been involved in the costing, design, engineering and construction of thousands of electric distribution construction projects.
3. Part of my job responsibilities as the Engineering Supervisor II and the District Engineering Supervisor involve working with customers in the Panama City service area concerning requests for new electric service from Gulf Power. On or about October 11, 2017, I met with several representatives from the St. Joe Company ("St. Joe") to discuss, among other projects, the provision of electrical service to two new sewage lift stations which were being constructed by St. Joe on Highway 388 in unincorporated Bay County. These discussions resulted in a request from St. Joe that Gulf Power provide electric



service to these lift stations. The first lift station was identified by St. Joe as being located on Parcel ID # 26508-000-000 having a physical address of 3815 W. Hwy 388 ("First Lift Station"). The second lift station was identified by St. Joe as being located on Parcel ID # 26597-000-000 having a physical address of 1900 W. Hwy 388 ("Second Lift Station").

4. Upon receipt of the lift station locations, I evaluated their load and distance criteria relative to Gulf Power's and Gulf Coast Electric Cooperative's existing electrical facilities as required by the territorial agreement between Gulf Power and GCEC ("Territorial Agreement"). This evaluation revealed that the First Lift station was in an area currently being served by Gulf Power's existing facilities and bordered on Highway 388 with an existing distribution line sufficient to provide service. Therefore, Gulf Power could honor the customer's request for electric service to the First Lift Station without providing notice to GCEC under section 2.3(a) of the Territorial Agreement. This evaluation also revealed that the Second Lift Station was located in an area which was not in close proximity to either utility's existing facilities. Specifically, the Second Lift Station was located approximately 11,000 feet from Gulf Power's nearest existing facilities to the west on Highway 388 and approximately 8,000 feet from GCEC's nearest existing facilities to the east on Highway 388.
5. Based on the respective distances between Gulf Power's and GCEC's existing facilities, and based on my experience in estimating, designing and overseeing the construction of electric distribution facilities, I concluded that Gulf Power's cost to serve the customer likely would not exceed GCEC's cost by the 25% threshold contained in section 2.3(d)(ii) of the Territorial Agreement.

6. Therefore, on October 20, 2017, I prepared written notice to GCEC of the customer's request for service for the Second Lift Station and sent the notice via electronic mail to Mr. Peyton Gleaton, GCEC's Vice President of Engineering, at the email address listed on GCEC's corporate website.
7. While I had not personally communicated with Mr. Gleaton prior to October 20, 2017, I did reach out to another Gulf Power employee, Steve Bottoms, who communicates more regularly with GCEC regarding engineering matters. Mr. Bottoms recommended that I contact Mr. Gleaton. I also visited GCEC's website ([www.gcec.com](http://www.gcec.com)) to confirm Mr. Bottoms' recommendation. When I visited GCEC's website, the website featured a "Contact Us" page. A copy of the relevant portion of the "Contact Us" page is attached hereto as Schedule "1." The "Contact Us" page contained a section titled "E-mail Directory." The directory indicated that Mr. Gleaton was GCEC's Vice President of Engineering, and contained a hyperlink to Mr. Gleaton's e-mail address. The fact that Mr. Gleaton was identified on the "Contact Us" link of GCEC's corporate website as one of five contact persons for the company and the fact that he was identified as GCEC's Vice President of Engineering -- which, in my experience, is a position involving oversight of the location and design of distribution construction activities -- reinforced and confirmed Mr. Bottoms' recommendation.
8. The October 20, 2017, notice identified the fact that Gulf Power had received a request for electrical service to a lift station located on Parcel # 26597-000-000 and the fact that the notice was being issued pursuant to section 2.3(a) of the Territorial Agreement. I did not include reference to the physical address of 1900 W. Hwy 388 because an internet



search of the physical address depicted the location of the subject property as being four driving miles and more than three aerial miles away from its actual location.

9. The Territorial Agreement is silent with respect to the manner of providing notice and the person to receive notice on behalf of the parties. Therefore, I exercised what I consider to be reasonable judgment in providing notice to Mr. Gleaton using the method identified on GCEC's corporate website.

FURTHER AFFIANT SAYETH NOT.

By: Joshua R. Rogers  
Joshua R. Rogers  
District Engineering Supervisor

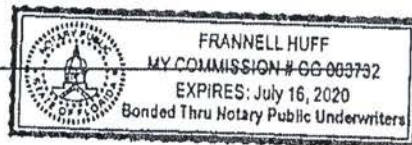
STATE OF FLORIDA  
COUNTY OF BAY

Sworn and subscribed before me, at the time of notarization, by Joshua R. Rogers, who is ✓ personally known to me or \_\_\_\_\_ produced a valid form of identification, this 10<sup>th</sup> day of August, 2018.

Frannell Huff  
NOTARY PUBLIC

Frann Huff  
[Print Name]


My Commission Expires: \_\_\_\_\_



## SCHEDULE 1

Gulf Coast Electric | Con

www.gcec.com/contact-us



**Gulf Coast  
Electric Cooperative**  
A Touchstone Energy Company

Search

Contact Us | Map

**About Us** | **Our Services** | **Knowledge Is Power** | **Community Commitment** | **Emergency Response** | **News & Events**

- Annual Members Meeting
- Careers
- Contact Us
- Generation & Transmission
- Our Staff
- Memberships
- Taxes
- Touchstone Energy
- Trustees

### Contact Us

Contact Us

E-mail Directory

**Chief Executive Officer/General Manager**

**Chief Operating Officer**

**Vice President of Engineering**

**Vice President of Marketing & Communications**

**Vice President of Member Services**

Important Numbers

**Southport District Office:**  
 (850) 265 3631 - office  
 (850) 265 3634 - fax  
 (850) 568 3667 - after hours out-of-office line

**Wewahatcha Headquarter Office:**  
 (850) 639 2216 - office  
 (850) 639 5061 - fax  
 (850) 333 9192 - after hours out-of-office line

**Panama City District Office:**  
 (904) 491-1100 - office  
 (904) 491-1103 - fax

**August 2018** < | >

Su	Mo	Tu	We	Th	Fr	Sa
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

From: Rogers, Joshua R. [mailto:JROGERS@southernco.com]  
Sent: Monday, December 11, 2017 8:36 AM

To: Precise, Bridget  
Subject: RE: 388 Force Main Lift Stations

Bridget,

I wanted to give you an update on the Highway 388 lift stations. The location at 3815 was construction completed last week and is ready to provide service when the electrician completes their work. The location at 1900 will require a new line extension. I noticed that there was a land clearing company on site and thought you may want to have them complete the necessary tree work. If you have the trees and limbs in the right of way on the south side of the roadway cleared, the cost for Gulf to provide service to the new lift station will be approximately \$115,000. It will take us up to two months to complete the engineering on this project and provide the exact cost. Please let me know if you have any questions and whether or not you would like for us to proceed with completing the engineering for this project.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com  
*Stay connected with Gulf Power*





From: Rogers, Joshua R. [mailto:JROGERS@southernco.com]  
Sent: Monday, December 11, 2017 10:09 AM  
To: Precise, Bridget  
Subject: RE: 388 Force Main Lift Stations

Bridget,

That's correct, it is the portion that would have to be paid before construction could start.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com  
*Stay connected with Gulf Power*



10/11 - [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

PENGAD 800-631-6989

Meeting w/ St. Joe, Bridgette & April, MR, GP,  
NS, Me,

- Force main lift station - getting 900  
address - both east of Burnt  
Mill Creek - one @ dirt cut  
in 2

\* get new 388 to Airport entrance  
road from DOT, letting Mary '18



10/19

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10/20 - Emails

[REDACTED]

- S. Bottoms GLEC - left message

✓ C. Payton Gleason Jr @ GLEC  
850-913-3734  
Section 2.3 of agreement

10/23

BEFORE THE PUBLIC SERVICE COMMISSION

IN RE: Petition of Gulf Power Company to resolve a territorial dispute with Gulf Coast Electric Cooperative, Inc. )  
)  
)  
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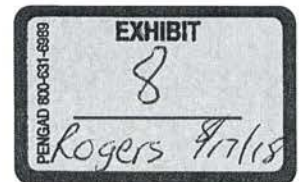
Docket No. 930885-EU  
Date Filed: 09/08/93

Petition of Gulf Power Company

Gulf Power Company ["Gulf Power", "Gulf", or "the Company"], by and through its undersigned attorneys, pursuant to the authority of Section 366.04(2)(e), Florida Statutes, hereby petitions the Florida Public Service Commission [the "Commission"] to resolve a territorial dispute involving Gulf Coast Electric Cooperative, Inc. [the "Co-Op"]. In support of this Petition, Gulf Power states:

1. The exact name of the Company and the address of its principal business office is:

Gulf Power Company  
500 Bayfront Parkway  
P. O. Box 1151  
Pensacola, Florida 32520



2. Notices and communications with respect to this petition and docket should be addressed to:

G. Edison Holland, Jr.  
Jeffrey A. Stone  
Teresa E. Liles  
Beggs & Lane  
P. O. Box 12950  
Pensacola, FL 32576-2950

Jack L. Haskins  
Manager  
Rates & Regulatory Matters  
Gulf Power Company  
P. O. Box 13470  
Pensacola, FL 32591-3470

3. Gulf Power Company is an investor-owned electric utility that owns, maintains, and operates an electric generation, transmission, and distribution system within the State of Florida through which the Company provides retail electric service to

DOCUMENT NUMBER-DATE

09673 SEP-88

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customers within northwest Florida and therefore is regulated by the Florida Public Service Commission as a public utility pursuant to Chapter 366 of the Florida Statutes.

4. Gulf Coast Electric Cooperative, Inc. is a rural electric cooperative organized and existing under Chapter 425, Florida Statutes, and is subject to the jurisdiction of the Florida Public Service Commission for purposes of resolving territorial disputes under Section 366.04(2)(e), Florida Statutes.

5. Gulf Power began serving Washington County in January of 1926 when Houston Power Company assigned its franchise rights for Chipley, Florida, the county seat of Washington County, to Gulf. Gulf Power also began providing electrical service to the unincorporated areas of Washington County, Florida, in 1926 and has consistently provided electrical service to the unincorporated areas for over sixty-seven years.

6. The Florida Department of Corrections [the "Department"] is in the process of constructing a new correctional facility and work camp located at the northwest corner of Highway 77 and Highway 279 in the Greenhead area of Washington County, Florida. The land on which the correctional facility will be located was donated by Washington County after it purchased the property based in part on a forty-five thousand (\$45,000) dollar pledge obtained from the Co-Op.

7. On April 9, 1993, Gulf Power made a proposal to the Department for the provision of electric service to the new correctional facility and work camp.

8. On May 26, 1993, the Department informed the County Administrator for Washington County that both Gulf Power and the Co-Op are capable of providing electrical service to the correctional institute and work camp. The Department requested the Washington County Administrator to determine which utility would provide electric service to the correctional institute.

9. The Co-Op and the Washington County Board of County Commissioners have been involved in negotiations concerning the Co-Op assisting the County Commissioners in securing the land for the correctional facility.

10. The Washington County Board of County Commissioners informed the Department that the Co-Op would be providing service to the correctional institute and work camp. Subsequently, the Department informed Gulf that in cases where counties are donating land to the Department, the Department prefers that the county determine the provider of electric service. In this instance since the Department was the benefactor of land donated by Washington County, the Department acquiesced to the County's choice of the Co-Op instead of Gulf Power.

11. The correctional institute will be strategically constructed adjacent to the intersection of two Gulf distribution lines. Each line is fed from separate substation facilities -- the Sunny Hills and Vernon substations. Since the correctional site will be located between these substations, Gulf has facilities already in place to provide independent alternate electric service.



(See map attached as Exhibit A for location of pertinent facilities.)

12. The Co-Op would be required to remove and relocate lines that are presently on the correctional site and reconstruct additional lines up to and along Highway 279 at an estimated cost of forty-two thousand dollars (\$42,000). In addition, the Co-Op would be required to cross Gulf's lines in order to service the correctional site.

13. Based upon connected demand and monthly electrical consumption information provided to Gulf by the Department, the monthly electric service provided by Gulf is estimated to be twenty-one percent (21%) lower than the Co-Op's, resulting in annual savings to the Department of approximately \$23,027.

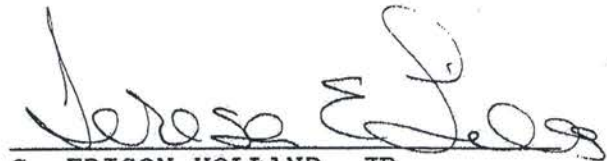
14. Gulf Power is better able to provide adequate facilities and reliable electrical service to the correctional institute and work camp than is the Co-Op. Gulf's generation reserves are sufficient to serve the facility without the need for construction of additional capacity within the foreseeable future. Furthermore, as illustrated by the foregoing, the Co-Op cannot provide service to the correctional institute and work camp without uneconomic duplication of Gulf's existing generation, transmission, and distribution services.

15. Gulf Power is better able to expand services in the area to reliably and economically meet the area's future needs for electric service than is the Co-Op.



WHEREFORE, Gulf Power Company hereby files this petition with this Commission for an order declaring the Department of Corrections correctional institute and work camp site located in Washington County to be territory that should properly be served by Gulf Power Company, not Gulf Coast Electric Cooperative, Inc., and enjoining Gulf Coast Electric Cooperative, Inc., from serving said correctional institute and work camp site.

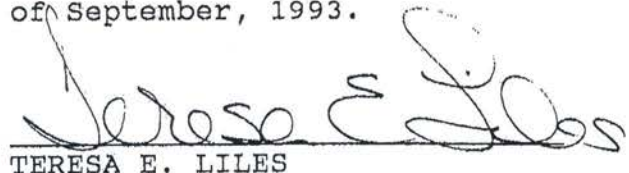
DATED this 7th day of September, 1993.



G. EDISON HOLLAND, JR.  
Fla. Bar No. 261599  
JEFFREY A. STONE  
Fla. Bar No. 325953  
TERESA E. LILES  
Fla. Bar No. 510998  
Beggs & Lane  
P. O. Box 12950  
Pensacola, Florida 32576  
(904) 432-2451  
Attorneys for Gulf Power Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been furnished to W. M. Johnson, County Road 21, Kinard, Florida, as the registered agent for Gulf Coast Electric Cooperative, by registered U.S. Mail, this 7th day of September, 1993.



TERESA E. LILES

Exhibit A to the petition is  
an oversized aerial view of the  
territory in question. Due to  
its size, it was not included  
in these pages.

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK  
ANN COLE  
COMMISSION CLERK

Public Service Commission

\*\*\*\*\*

**Docket No. :** 930885-EU

**Docket Title:** Petition to resolve territorial dispute  
with Gulf Coast Electric Cooperative, Inc. by Gulf Power  
Company

***DN 09673-93: EXHIBIT A TO PETITION TO RESOLVE TERRITORIAL  
DISPUTE- OVERSIZED AERIAL VIEW OF THE TERRITORY IN QUESTION.***

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

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Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Gulf Power  
Company to Resolve a Territorial  
Dispute with Gulf Coast Electric  
Cooperative, Inc.

Docket No. 930885-EU

ORIGINAL  
FILE COPY

ANSWER OF GULF COAST ELECTRIC COOPERATIVE, INC.  
TO PETITION OF GULF POWER COMPANY  
MOTION TO DISMISS AND MOTION TO STRIKE

GULF COAST ELECTRIC COOPERATIVE, INC. ("GCEC" or "Gulf Coast",  
or "The Cooperative"), by and through its undersigned attorneys,  
responds to the petition of GULF POWER COMPANY as follows:

A. The name of the respondent and the respondent's address  
and its principal place of business is:

Gulf Coast Electric Cooperative, Inc.  
Post Office Box 220  
Highway 22  
Wewahitchka, FL 32465  
(904) 639-2216

B. Notices and communications with respect to this docket  
should be addressed to:

John H. Haswell, Esquire  
CHANDLER, LANG & HASWELL, P.A.  
211 N.E. 1st Street  
P. O. Box 23879  
Gainesville, FL 32602  
(904) 376-5226  
Florida Bar No. 162536

J. Patrick Floyd, Esquire  
408 Long Avenue  
Port St. Joe, FL 32456  
(904) 227-7413

Hubbard W. Norris, General Manager  
Gulf Coast Electric Cooperative, Inc.  
Post Office Box 220  
Highway 22  
Wewahitchka, FL 32465  
(904) 639-2216



DOCUMENT 10625-48

10625 OCT-48

FILED RECORDS SECTION

007

C. For answer to the Petition of GULF POWER COMPANY, GULF COAST says as follows with respect to each numbered allegation:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted that GCEC is a rural electric cooperative subject to the Commission's jurisdiction pursuant to 366.04(2)(e), Florida Statutes, and admitted further that the Public Service Commission has jurisdiction over GCEC for other limited purposes under Chapter 366.

5. Denied. Until 1950 there was no electric service provided to the general area of the dispute in south Washington County. Since Gulf Power Company refused to serve the area, GCEC began providing service in 1950 and constructed facilities to provide electric service on SR77 and CR279 (Vernon Road) adjacent to the disputed area in 1950, and GCEC has been providing such electric service from that time until the present.

6. Admitted that the Department of Corrections has developed plans to construct phase 1 of a correctional institute in the disputed area generally adjacent to SR77 and CR279 in south Washington County. Admitted further that in accordance with DOC requirements, the land on which the correctional institution is to be built was contributed by the County Commission of Washington County. Denied, however, that Gulf Coast "pledged" \$45,000 to the

county, but admitted that Gulf Coast has already granted and paid \$45,000 to Washington County to allow the county to complete the purchase of the land on which the Department of Corrections will construct the facilities. The grant by Gulf Coast is to advance the rural development of Washington County, to assist the local economy by providing funds to local government to bring new economic enterprises to a depressed area of the state, in the public interest. (See Exhibit "A", attached hereto.)

7. Without knowledge as to the date that Gulf Power made a proposal to the Department of Corrections, but admitted that on or about May 13, 1993, Gulf Coast discovered that Gulf Power had made such a proposal without informing the Cooperative.

8. Without knowledge as to the specifics of the allegations stated in Gulf Power's petition, but admitted that the Department of Corrections delegated its authority to state a preference for the electric utility provider to the County Commission of Washington County, thereby appointing the County Commission as the DOC's agent to select the utility which would provide electric service to the correctional institute.

9. Denied that GCEC and the County Commissioner's of Washington County have been involved in "negotiations," but admitted that GCEC offered a grant of \$45,000 to the County Commission of Washington County to assist the County Commission in purchasing the land for the correctional facility, in the same



fashion that GCEC made such a grant to the County Commission of Gulf County in 1990, for rural development.

10. GCEC denies Gulf Power's characterization of the Department of Corrections "acquiescence" to the County Commission's choice of electric provider. Admitted, however, that the Department of Corrections authorized the County Commissioner's of Washington County to select the electric service provider, and that the Washington County Commission selected Gulf Coast Electric Cooperative, Inc.

11. The Cooperative denies Gulf Power's allegation that the correctional institute will be "strategically" located anywhere, but admitted that the correctional institute is planned to be constructed adjacent to the intersection of SR77 and CR279, and further admitted that Gulf Power had distribution facilities on both SR77 and CR279, which facilities were constructed 20 years after the Cooperative's facilities on said road were constructed. The Cooperative is without knowledge as to whether or not Gulf Power had facilities in place adequate to provide independent alternate electric service from its Sunny Hills substation or Vernon substation. Further admitted that the Cooperative has electric facilities on the site itself, not merely adjacent thereto, but physically crossing over the proposed correctional institute site. On Gulf Power's Exhibit A, Gulf Power failed to

identify the "existing 10 line" as an existing facility of Gulf Coast Electric Cooperative, Inc.

12. Denied. The Cooperative cannot be required to remove and relocate any existing lines unless the Cooperative were to agree to do so voluntarily, or unless its facilities and easements were condemned in a properly filed eminent domain action. Consequently, regardless of which utility were to provide service to the site, in order to accommodate the Department of Corrections, the Cooperative would have to be compensated for the removal and relocation of its existing facilities, unless the Cooperative voluntarily waived that reimbursement. In addition, Gulf Power's allegation that the Cooperative would be required to cross Gulf's lines to provide service to the correction site is misleading. Gulf Power was the utility that first crossed over the Cooperative's lines in 1971. The Cooperative's facilities currently in place pre-existed any facilities of Gulf Power. The Cooperative is merely changing the access location to the property from its existing access off of CR279 to the point of service preferred by the Department of Corrections.

13. Denied.

14. Denied.

15. Denied.

MOTION TO DISMISS

GULF COAST ELECTRIC COOPERATIVE, INC., by and through its undersigned attorneys, respectfully requests that the Commission dismiss the petition of GULF POWER COMPANY for failure to state a cause of action and for lack of jurisdiction, and in support thereof says:

1. Gulf Power's petition admits that the Department of Corrections, acting through its agent either directly or by delegation, has selected, that is, indicated a customer preference for, Gulf Coast Electric Cooperative, Inc.

2. Gulf Power's petition fails to allege that its cost to provide the facilities necessary to serve the disputed area would be greater or lesser than the Cooperative's.

3. Gulf Power's petition fails to allege any ultimate facts to support its legal conclusion that Gulf Power is better able to expand services in the area to reliably and economically meet the area's future needs.

4. Gulf Power has failed to allege any ultimate facts to establish a claim that service to the disputed area by the Cooperative would in any fashion whatsoever result in the uneconomic duplication of distribution, transmission or generation facilities.



5. The Florida Public Service Commission has no jurisdiction over the rates of the rural electric cooperatives or municipal electric utilities. In addition, the Florida Public Service Commission has, as a matter of policy, refused to consider the rates charged by competing utilities in resolving a territorial dispute, and even if the Commission did have such a policy or legal authority, it would require a finding by the Commission that the rates of a particular utility were unreasonable, unjust, or unduly discriminatory.

WHEREFORE, Gulf Coast Electric Cooperative, Inc. respectfully requests that the Commission enter an order dismissing the petition of Gulf Power Company.

#### MOTION TO STRIKE

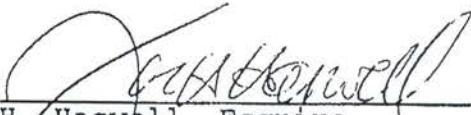
Gulf Coast Electric Cooperative, Inc., by and through its undersigned attorneys, respectfully requests that the Commission strike paragraph 13 of the petition of Gulf Power Company for the following reasons:

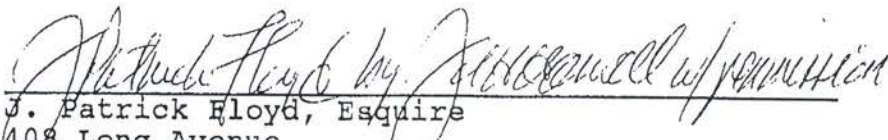
1. In paragraph 13 of Gulf's petition, Gulf alleges that if Gulf were to provide service to the Department of Corrections that the DOC would save approximately \$23,027. Not only is that claimed savings incorrect, but also it is totally irrelevant to the resolution of a territorial dispute.

2. The Commission has no jurisdiction over the rates of rural electric cooperatives or of municipal electric utilities. In addition, the Florida Public Service Commission has, as a matter of policy, refused to consider the rates charged by competing utilities in resolving a territorial dispute, and even if the Commission did have such a policy or legal authority, it would require a finding by the Commission that the rates of a particular utility were unreasonable, unjust, or unduly discriminatory.

WHEREFORE, pursuant to Rule 1.140(f) Florida Rules of Civil Procedures, Gulf Coast respectfully requests that paragraph 13 of the Gulf petition be stricken on the grounds that it is immaterial, impertinent, and irrelevant.

Respectfully submitted,

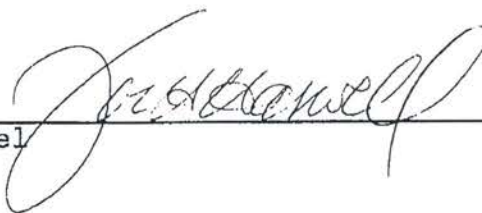
  
\_\_\_\_\_  
John H. Haswell, Esquire  
CHANDLER, LANG & HASWELL, P.A.  
211 N.E. 1st Street  
P. O. Box 23879  
Gainesville, FL 32602  
(904) 376-5226  
Florida Bar No. 162536

  
\_\_\_\_\_  
J. Patrick Floyd, Esquire  
408 Long Avenue  
Port St. Joe, FL 32456  
(904) 227-7413  
Florida Bar No. \_\_\_\_\_

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to G. EDISON HOLLAND, JR., ESQUIRE, P. O. Box 12950, Pensacola, FL 32576 and Legal Division, FLORIDA PUBLIC SERVICE COMMISSION, 101 E. Gaines Street, Tallahassee, FL 32301, by U.S. Mail this First day of October, 1993.

Of Counsel

A handwritten signature in cursive script, appearing to read "J. M. Holland", is written over a horizontal line.





EARNESTINE MILLER  
Clerk and Accountant  
(904) 638-6133

WASHINGTON COUNTY  
**BOARD OF COUNTY COMMISSIONERS**

POST OFFICE BOX 647 • CHIPLEY, FLORIDA 32428-0647

TELEPHONE: (904) 638-6200

JIM MORRIS  
District One

DOYLE TAYLOR  
District Two

CHARLES BROCK  
District Three

LENZY CORBIN  
District Four

HULAN CARTER  
District Five

WILLIAM S. HOWELL, JR.  
Attorney

ROGER D. HAGAN  
Administrator

September 28, 1993

H.W. Norris, General Manager  
Gulf Coast Electric Cooperative, Inc.  
Post Office Box 220  
Wewahitchka, Florida 32465

Re: Washington County Prison Facility

Dear Mr. Norris:

This letter is to advise that the Board of County Commissioners of Washington County appreciate your cooperative's grant in the amount of \$45,000.00 to Washington County to make possible our purchase of the future site of Washington Correctional Institute. Your generous contribution to our County has allowed us to qualify for placement of a prison facility in Washington County. The Board of County Commissioners and citizens of our County appreciate your interest in our growth and development and assisting us in providing additional employment opportunities for our citizens.

As you know we have chosen Gulf Coast Electric Cooperative to provide electrical service to the facility because of your interest in our County's future growth and prosperity. On behalf of the Board of County Commissioners and the citizens of Washington County we wish to extend our heart felt thanks and appreciation.

Very truly yours,

Lenzy Corbin, Chairman  
Board of County Commissioners

LC/nwh

# Holland & Knight

315 South Calhoun Street, Suite 600 | Tallahassee, FL 32301 | T 850.224.7000 | F 850.224.8832  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

D. Bruce May, Jr.  
(850) 425-5607  
[bruce.may@hklaw.com](mailto:bruce.may@hklaw.com)

April 18, 2018

*Via E-Mail ([srg@beggslane.com](mailto:srg@beggslane.com))  
and U.S. Mail*

Steven R. Griffin, Esq.  
Beggs & Lane  
501 Commendancia Street  
Pensacola, Florida 32502



Re: Service to Lift Station

Dear Mr. ~~Griffin~~ *Steve*:

Our law firm represents Gulf Coast Electric Cooperative, Inc. ("GCEC"). GCEC, along with your client Gulf Power, are parties to a territorial agreement (the "Territorial Agreement"), which was approved by and merged into the following orders of the Public Service Commission: PSC-01-0891-PAA-EU and PSC-01-0891A-PAA-EU (collectively the "Territorial Orders"). Copies of the Territorial Agreement and the Territorial Orders are attached as Composite Exhibit "A". The reason for this letter is to confirm a meeting with you and your client to resolve an apparent violation of the Territorial Orders before the matter advances into a full-fledged territorial dispute. Such meeting is envisioned by the terms of the Territorial Agreement which requires GCEC and Gulf Power to make "every effort" to resolve a service territory dispute before moving forward at the Public Service Commission. We would propose that the meeting take place a week from today on April 25th, at GCEC's offices in Wewahitchka, Florida. In advance of the meeting we believe it would be helpful to summarize GCEC's concerns.

As you know, the Territorial Agreement sets forth enforceable "Procedures and Guidelines", which prescribe in detail how a utility is to respond to a request for service in order to avoid uneconomic duplication of facilities. Whether the provision of service to a particular point of delivery by one utility would result in uneconomic duplication of the other utility's facilities depends on whether "there is a significant difference in the Cost of Service for each of the utilities. The likelihood of there being a significant difference in the Cost of Service is primarily a function of the size of the Load and the difference in distances between the Point of Delivery and the Existing Facilities of each Utility." § 2.1, Territorial Agreement. Specifically, the Territorial Agreement and the Territorial Orders require a utility receiving a request for service



to meet a series of explicit conditions before providing the requested service. If those conditions are not met, the utility is to direct the prospective customer to the other utility.

Here, the apparent violation of the Territorial Orders arises out of a request for electric service to a lift station which GCEC received in mid-December 2017. After receiving the request, and as required by the Territorial Orders, GCEC reviewed the "customer load requirements, proximity to existing facilities of both utilities, capabilities of the existing facilities, and the cost to provide the requested service." Order No.: PSC-01-0891-PAA-EU, p. 2. GCEC's review shows that the lift station had a load requirement of 112.5 kVa, and the construction needed to serve the lift station would predominantly require GCEC to add new pole line. GCEC's review also shows that: (i) its cost of service for the lift station is \$17,393.28 (see Exhibit "B"); (ii) its existing facilities are 7,920 feet from the lift station; and (iii) Gulf Power's existing facilities are 11,088 feet from the lift station. Because GCEC's existing facilities are 3,168 feet closer to the point of delivery than Gulf Power's facilities, GCEC has the unrestricted right to serve the lift station under Section 2.2(b) of the Territorial Agreement. That section confirms that GCEC can proceed to serve the lift station without any notice or cost of service comparison since "the construction required is predominantly the addition of new pole line and [GCEC's] existing facilities are no more than 1,500 feet further from the point of delivery than the existing facilities of [Gulf Power]." Again, GCEC easily met this condition because its existing facilities are not "further" from the point of delivery than Gulf Power's facilities; in fact GCEC's facilities are over 3,000 feet closer than those of Gulf Power.

Even if the cost of service comparison provisions in Section 2.3 of the Territorial Agreement were to somehow apply (which they do not), such comparison shows that Gulf Power's cost of service for the lift station would be significantly more than GCEC's cost of service. Thus, service by Gulf Power would "trigger uneconomic duplication" that the Territorial Orders were designed to avoid. Order No. PSC-01-00891-PAA-EU, p. 3. Gulf Power's own calculations show its cost of service for the lift station is \$76,000. See Exhibit "C". By comparison, GCEC's cost of service is \$17,393.28. See Exhibit "B". Under the test set forth in Section 2.3(d)(i), Gulf Power's cost of service exceeds GCEC's cost of service by \$58,606.72, which under the Territorial Agreement means that the cost differential is not *de minimis*. Moreover, under the test set forth in Section 2.3(d)(ii), Gulf Power's cost of service exceeds GCEC's cost of service by 337%, which far outstrips the "25% threshold" in the Territorial Orders and presents a prima facie case of uneconomic duplication.

But it now appears that Gulf Power is attempting to serve this lift station despite the requirements of the Territorial Orders. GCEC has the right under those Territorial Orders to serve the lift station and is astounded that Gulf Power would suggest that GCEC has waived that right.<sup>1</sup> GCEC is also deeply concerned that Gulf Power appears to be taking steps to extend its

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<sup>1</sup> After GCEC received the request to serve the lift station in December 2017, GCEC learned that Gulf Power had apparently received a competing request to serve the same location either in late October or November of 2017. However, Gulf Power never provided GCEC "all relevant information about the request" as required in Section 2.3(a). Instead, a Gulf Power employee sent a nebulous, two-sentence email to a GCEC employee which mentioned in passing that Gulf Power had received a request to serve a "new lift station" without providing any indication of the county in which the lift station was to be located. That email provided none of the relevant information that GCEC would need to determine whether its facilities would be uneconomically duplicated if the service request were honored. It cannot be the basis for claiming that GCEC waived its right to serve.



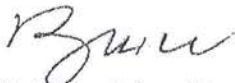
Steve Griffin  
April 18, 2018  
Page 3

facilities and incur significant costs while the parties have been engaged in serious discussions over this issue. See photos which appear to show Gulf Power crews installing new poles and lines along SR 388 and Gulf Power's electronic locate requests, which are attached as Composite Exhibit "D". Our client hopes that is not happening as it would directly contravene the Commission's directives in the Territorial Orders, and conflict with prior written assurances that Gulf Power has given. It also harkens back to "race to serve" practices that have long been proscribed by the Commission and the Florida Supreme Court. *See, e.g., Gulf Coast Elec. Coop., Inc. v. Clark*, 674 So. 2d 120 (Fla. 1996); and, *Gulf Power Co. v. Fla. Pub. Serv. Comm'n*, 480 So. 2d 97 (Fla. 1985).

As I mentioned, GCEC is available to meet with you and your client next Wednesday in a good faith effort to try to resolve this matter. I look forward to hearing back from you on whether that meeting date is acceptable. Thank you in advance for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May, Jr.

DBM:kjg  
Enclosures

cc: Braulio Baez  
Keith Hetrick, Esq.  
Mary Anne Helton, Esq.  
Thomas Ballinger  
John Bartley  
Patrick Floyd, Esq.

# COMPOSITE EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve  
territorial dispute with GULF  
COAST ELECTRIC COOPERATIVE, INC.  
by GULF POWER COMPANY.

DOCKET NO. 930885-EU  
ORDER NO. PSC-01-0891-PAA-EU  
ISSUED: April 9, 2001

The following Commissioners participated in the disposition of  
this matter:

J. TERRY DEASON  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI

NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING PROCEDURES AND GUIDELINES FOR AVOIDING  
FURTHER UNECONOMIC DUPLICATION OF FACILITIES

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.

Pursuant to Section 366.04(2)(d), Florida Statutes, we have jurisdiction "to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction." In Order No. PSC-98-0174-FOF-EU issued January 28, 1998, we directed Gulf Power Company and Gulf Coast Electric Cooperative, Inc., to establish detailed procedures and guidelines addressing subtransmission, distribution, and requests for new service which are enforceable with each respective utility. A joint submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities was filed on July 24, 2000. On September 15, 2000, we received a letter requesting a 90-day extension for purposes of amending the July 24, 2000 filing. On January 26, 2001, pursuant to Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440, Florida Administrative Code, Gulf Power Company and Gulf Coast

DOCUMENT NUMBER-DATE

04323 APR-96



Electric Cooperative Inc., filed an Amended Joint Submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities. A copy of the Procedures and Guidelines is included as Attachment A to this Order and is incorporated by reference herein.

In interpreting our authority to review territorial agreements, the Florida Supreme Court has held that the appropriate standard is the "no-detriment test." Utilities Comm'n of City of New Smyrna v. FPSC, 469 So. 2d 731 (Fla. 1985). The Court stated that PSC approval should be based on the effect the territorial agreement will have on all customers in the territory, not just whether transferred customers will benefit. See id. at 732. "For PSC approval, any customer transfer in a proposed territorial agreement must not harm the public." Id. at 733.

Rule 25-6.0440(2), Florida Administrative Code, describes the standards of approval of territorial agreements as follows:

- (2) Standards for Approval. In approving territorial agreements, the Commission may consider, but not be limited to consideration of:
- (a) the reasonableness of the purchase price of any facilities being transferred;
  - (b) the reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement; and
  - (c) the reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities.

The above standards were adopted to ensure that the general body of ratepayers is not harmed by the approval of territorial agreements.

In this case, the proposed Amended Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities is the first territorial agreement between the parties. Section II of the proposed agreement outlines a utility's response to a request for service. Upon a request for service, a utility will review

customer load requirements, proximity to existing facilities of both utilities, capabilities of the existing facilities, and the costs to provide the required service. We find that a comparative analysis such as the one required by the proposed agreement will avoid future uneconomic duplication of facilities. Section III of the proposed agreement ensures that customer reliability and power quality will be considered in each request for new service. Section IV ensures utilities will not seek to serve customers currently being provided service by the other utility. Section V of the proposed agreement ensures that distribution system upgrades and extensions will not be put in place for speculative future loads.

The proposed territorial agreement does not establish a traditional "lines-on-the-ground" territorial boundary. However, the proposal addresses all the necessary standards required for approval. When necessary to compare cost of service, the agreement provides a test of two alternatives. First, if the difference between the costs of service of the two companies is less than \$15,000, that amount is to be considered *de minimis*, and the customer's choice of provider may prevail. This *de minimis* standard was derived from the Florida Supreme Court's decision in this docket in Gulf Coast Electric Cooperative, Inc. v. Susan F. Clark, et al., 674 So.2d 120 (Fla. 1996). However, the Supreme Court's opinion does not require that the *de minimis* standard be the only criterion for evaluating uneconomic duplication.

If the foregoing *de minimis* test is exceeded, the agreement provides an alternative comparison of the companies' respective costs of service. If the differential is not more than 25%, the utility with the higher cost of service may provide service according to the agreement, if chosen by the customer. This provision provides a reasonable means for establishing the limit of economic duplication. In the context of a project where there is a significant load associated with the new service, the level of investment necessary by either party would be substantial, as would be the revenues provided by that customer. In such a case, a differential of \$15,000 would likely not be a meaningful measure. Instead, the 25% threshold provides a reasonable measure of the outer limit of economic duplication and therefore the trigger for uneconomic duplication. It takes into account load and other factors that are a part of the determination of uneconomic



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duplication, while preserving the customer's ability to initially choose his or her provider. We find the agreement to be in the best interests of the companies and their ratepayers, and we expect the agreement to prevent uneconomic duplication of services, as intended.

Because of the unique characteristics of the proposed territorial agreement, we believe the parties should file a report addressing the effectiveness of the agreement in avoiding future uneconomic duplication and ensuring reliable service. The report should be filed on a 12-month basis for at least the next two years. These reports will provide the appropriate basis to determine whether the proposed territorial agreement is effective.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Amended Joint Submission of Procedures and Guidelines for Avoiding Further Uneconomic Duplication of Facilities, attached and incorporated by reference herein, between Gulf Power Company and Gulf Coast Electric Cooperative Inc., is approved. It is further

ORDERED that Gulf Power Company and Gulf Coast Electric Cooperative Inc. shall file a report on a 12 month basis for at least the next two years, addressing the effectiveness of the agreement in avoiding uneconomic duplication and ensuring reliable service. It is further

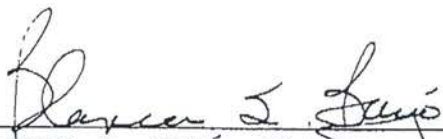
ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.



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By ORDER of the Florida Public Service Commission this 9th day  
of April, 2001.

  
\_\_\_\_\_  
BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

DDH

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, 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 will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on April 30, 2001.

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In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

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.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve  
territorial dispute with GULF  
COAST ELECTRIC COOPERATIVE, INC.  
by GULF POWER COMPANY.

DOCKET NO. 930885-EU  
ORDER NO. PSC-01-0891A-PAA-EU  
ISSUED: March 26, 2002

AMENDATORY ORDER

On April 9, 2001, the Commission issued Order No. PSC-01-0891-PAA-EU, in Docket No. 930885-EU. After issuance, it was noted that due to a scrivener's error, Attachment A, which was incorporated into the Order by reference, was not attached. To correct this error, the Order shall be amended to include Attachment A, which is incorporated by reference. Order No. PSC-01-0891-PAA-EU is affirmed in all other respects.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-01-0891-PAA-EU is hereby amended as set forth in the body of this Order. It is further

ORDERED that Order No. PSC-01-0891-PAA-EU is affirmed in all other respects.

By ORDER of the Florida Public Service Commission this 26th day of March, 2002.



BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

( S E A L )

KNE



## PROCEDURES AND GUIDELINES FOR AVOIDING FURTHER UNECONOMIC DUPLICATION OF FACILITIES

It is expected that the utilization of these procedures and guidelines will help Gulf Coast Electric Cooperative, Inc. ("GCEC") and Gulf Power Company ("Gulf Power") avoid further uneconomic duplication of the facilities of each other, in accordance with the policy and rules of the Florida Public Service Commission ("Commission"). Accordingly, these procedures and guidelines are intended for use by the parties to assist in determining whether or not they should agree to honor the request for electric service by a Customer or should otherwise proceed with the construction of additional facilities. If, by constructing the facilities to provide service to a Customer requesting such service, there is a reasonable expectation that uneconomic duplication of facilities would occur, a Utility may deny service to the Customer and direct the Customer to request service from the Utility whose provision of such service would not be expected to result in uneconomic duplication.

### SECTION I: DEFINITIONS

- 1.1 Cost of Service. As used herein, the term "Cost of Service" shall mean the initial cost of the construction (including fully-Loaded labor, materials, engineering and supervision overheads, etc.) of the modification or addition of facilities required to provide requested service to the Customer less any initial payments by the Customer as a contribution in aid to construction.
- 1.2 Customer. As used herein, the term "Customer" shall mean any person or entity requesting electrical service and who is intending to be responsible for or who is acting on behalf of the intended responsible party for a building or other facility (e.g. electro-mechanical equipment, contiguous group of premises, etc.) requiring such electrical service.
- 1.3 Existing Facilities. As used herein, the term "Existing Facilities" shall mean the Utility's nearest facilities that are of a sufficient size, character (number of phases, primary voltage level, etc.) and accessibility so as to be capable of serving the anticipated Load of a Customer without requiring any significant modification of such facilities.
- 1.4 Load. As used herein, the term "Load" shall mean the connected Load stated in terms of kilovolt-amperes (kVA) of the building or facility for which electrical service is being requested.
- 1.5 Point of Delivery. As used herein, the term "Point of Delivery" shall mean that geographical location where the Utility's anticipated facilities that would be used to deliver electrical power to a Customer begin to constitute what is commonly referred to as the service drop or service lateral, i.e. it is the point at which the Utility's primary or secondary facilities would terminate and the service drop or service lateral would commence. For a facility with multiple meter points, "Point of Delivery" shall mean that

geographical location at which the primary circuit to serve the facility begins to branch out into sub-circuits to reach the various meter points.

- 1.6 Utility. As used herein, the term "Utility" shall mean either GCEC or Gulf Power, each of which is an electric Utility under the provisions of Chapter 366 of the Florida Statutes having electrical facilities within the region of a Customer's location so as to be considered by that Customer as a prospective provider of electric energy delivery services.

## SECTION II: AGREEING TO PROVIDE REQUESTED SERVICE

- 2.1 Whether or not a Utility's provision of electric service to a Customer would result in further uneconomic duplication of the other Utility's facilities is primarily dependent upon whether or not there is a significant difference in the Cost of Service for each of the utilities. The likelihood of there being a significant difference in the Cost of Service is primarily a function of the size of the Load and the difference in distances between the Point of Delivery and the Existing Facilities of each Utility. Consequently, upon receiving a bona-fide request for service from a Customer, a Utility may agree to provide the requested service if the conditions of either Section 2.2 or Section 2.3 below are met. Otherwise, the Utility should direct the Customer to request service from the other Utility.
- 2.2 Various Load and distance criteria under which a Utility may agree to provide service are as follows:
- (a) For any size Load where the requested Utility's Existing Facilities are within 1,000 feet of the Point of Delivery or are no more than 1,000 feet further from the Point of Delivery than the Existing Facilities of the other Utility.
  - (b) For a Load greater than 100 kVA where:
    - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 1,500 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or
    - (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 3,000 feet of the Point of Delivery.
  - (c) For a Load greater than 500 kVA where:
    - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 2,000 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or



- (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 4,000 feet of the Point of Delivery.
- (d) For a Load greater than 1000 kVA where:
  - (i) the construction required is predominantly the addition of new pole line and the requested Utility's Existing Facilities are no more than 2,500 feet further from the Point of Delivery than the Existing Facilities of the other Utility, or
  - (ii) the construction required is predominantly the upgrade of existing pole line (e.g. phase additions, reconductoring, etc.) and the requested Utility's Existing Facilities are within 5,000 feet of the Point of Delivery.

2.3 In any instance where the Load and distance criteria of Section 2.2 are not met but the requested Utility believes that its Cost of Service would not be significantly more than that of the other Utility, the following procedure shall be used to determine if the requested Utility may agree to provide service:

- (a) The requested Utility is to notify the other Utility of the Customer's request, providing all relevant information about the request.
- (b) If the other Utility believes that its facilities would be uneconomically duplicated if the request is honored, it has five (5) working days from receipt of notice to request a meeting or other method to be conducted within ten (10) working days for the purpose of comparing each Utility's Cost of Service. Absent such a request or upon notification from the other Utility of no objection to the requested Utility's providing the service, the requested Utility may agree to provide service.
- (c) At the meeting scheduled pursuant to 2.3(b) or in some other mutually acceptable method, each Utility is to present to the other Utility its estimated Cost of Service, including all supporting details (type and amount of equipment, labor rates, overheads, etc.). For Loads greater than 1,000 kVA, information as to the percentage of substation and feeder capacity that will be utilized and the amount and nature of the cost allocations of such utilization included in the Cost of Service are to be provided.
- (d) Upon agreement as to each Utility's Cost of Service, the requested Utility may agree to provide service to the Customer if either of the following conditions are met:
  - (i) The requested Utility's Cost of Service does not exceed the other Utility's Cost of Service by more than \$15,000.
  - (ii) The requested Utility's Cost of Service does not exceed the other Utility's Cost of Service by more than twenty-five percent (25%).



- (e) Notwithstanding the other provisions of this Section 2.3, no Utility shall agree to provide service to a Customer under the provisions of this Section 2.3 if the Load is less than or equal to 1000 kVA, the requested Utility's Existing Facilities are further than 10,000 feet from the Point of Delivery, and the other Utility's Existing Facilities are located in a roadway or other right-of-way abutting the Customer's premises.
- 2.4 The requested Utility bears the primary responsibility in determining whether or not the provisions of Section 2.2 or Section 2.3 above have been met or if it otherwise believes that service can be provided to a Customer without uneconomic duplication of the other Utility's facilities. Should the other Utility dispute such determinations and believe that uneconomic duplication of its facilities will occur or has occurred, every effort should be made by the two utilities to resolve the dispute, up to and including mediation before the Commission Staff and, if necessary, expedited hearing before the Commission. During a period of unresolved dispute, the requested Utility may provide temporary service to the Customer or may elect to request the other Utility to provide temporary service to the Customer and either means of temporary service shall be without prejudice to either Utility's position in the dispute as to which Utility will provide permanent service.

### **SECTION III: CUSTOMER RELIABILITY AND POWER QUALITY**

While one Utility may have existing distribution facilities nearer to a Customer's Point of Delivery than the other Utility, reliability of service and power quality to the individual Customers are important. In the application of the provisions of Section II above, engineering criteria must be considered in the decision as to whether the requested Utility should agree to serve the Customer. Substation distance from the Point of Delivery and Load capacity of impacted substations in each case should be considered. Wire size and its capacity and capabilities should also be considered. All other system engineering design and criteria should be reviewed in each Utility's facilities.

### **SECTION IV: CUSTOMERS PRESENTLY SERVED BY ANOTHER UTILITY:**

A Utility shall not construct nor maintain electric distribution lines for the provision of electric service to any Customer then currently being provided electric service by the other Utility. If, however, a Customer that has historically required single-phase service disconnects and the new Customer locating there requires three-phase service, Section II above may apply.

### **SECTION V: DISTRIBUTION SYSTEM EXTENSIONS & UPGRADES**

A Utility will, from time to time, have distribution system extensions or upgrades necessary and prudent from an engineering standpoint for reliability and Customer service. While recognizing this, these extensions or upgrades should be performed only when necessary

DOCKET NO. 930885-EU  
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PAGE 6

for these reasons and not be put in place to position the Utility for future anticipated development. These system upgrades are defined to be capital projects justified and approved for construction following a Utility's normal administrative budgetary channels and procedures, and documentation for such will be provided to the other Utility upon written request. Connecting points on a Utility's distribution system must be for reliability and coordination purposes only. The connecting distribution line may not serve Customers within 1,000 feet of the Existing Facilities of the other Utility that were in place at the time of that system upgrade.

# **EXHIBIT B**



	Gulf Power	Gulf Coast	Gulf Coast
Materials:	\$ 44,000.00	\$ 24,356.70	\$ 30,326.06
Labor:	\$ 61,000.00	\$ 10,049.98	\$ 12,517.83
Overheads:	\$ 51,000.00	\$ 32,805.92	\$ 33,601.99
Subtotal:	\$ 156,000.00	\$ 67,212.60	\$ 76,445.88
Cost per mile:	\$ 74,285.71	\$ 44,808.40	\$ 50,963.92
Difference from Gulf Power:	\$ -	\$ (88,787.40)	\$ (79,554.12)
% Difference from Gulf Power:	0%	-111%	-99%
Less CIAC:	\$ 80,000.00	\$ 58,052.60	\$ 59,052.60
Cost of Service Per TA:	\$ 76,000.00	\$ 9,160.00	\$ 17,393.28
Difference from Gulf Power:	\$ -	\$ (66,840.00)	\$ (58,606.72)
% Difference from Gulf Power:	0%	-88%	-77%
% Exceeds GCEC:	337%	-47%	0%

# EXHIBIT C



Gulf Power

# Memo

To: Gulf Coast Electric Cooperative

From: Gulf Power

CC: Beggs and Lane

Date: March 12, 2018

Re: Highway 388 Lift Station

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This memo is in response to Gulf Coast Electric Cooperative's request for a cost comparison to provide service to 1900 West Highway 388 located on parcel 26597-000-000. Gulf Power's estimated costs are listed below. These costs are subject to change based upon a variety of factors including actual labor and material costs.

Materials:	\$44,000
Labor:	\$61,000
Overheads:	<u>\$51,000</u>
Labor and Material	
Total:	\$156,000
Less CIAC:	<u>\$80,000</u>
Total impact to Rate Payers:	\$76,000



# COMPOSITE EXHIBIT D















-----Original Message-----

From: Robert Logan  
Sent: Tuesday, April 17, 2018 7:49 AM  
To: John Bartley <jbartley@gcec.com>  
Cc: Peyton Gleaton <pgleaton@gcec.com>  
Subject: Gulf Power Poles Hwy 388

Locate request was submitted 04/04/18 by Gulf Power.

-----Original Message-----

From: Robert Logan  
Sent: Monday, April 09, 2018 7:14 AM  
To: Peyton Gleaton  
Subject: FW: Seq# 15: 094807853 for GCE560 - Gulf Power Poles Hwy 388

-----Original Message-----

From: irthnet@callsunshine.com [mailto:Irthnet@callsunshine.com]  
Sent: Wednesday, April 04, 2018 11:12 AM  
To: Robert Logan  
Subject: Seq# 15: 094807853 for GCE560

From: IRTHNet At: 04/04/18 12:11 PM Seq No: 15

GCE560 13425 CALL SUNSHINE 04/04/18 12:11:43ET 094807853-000 GRID Ticket : 094807853 Rev:000 Taken: 04/04/18 12:03ET Old Tkt: 058808859 Taken: 02/27/18 13:36ET Oper: LIS

State: FL Cnty: BAY GeoPlace: PANAMA CITY BEACH  
CallerPlace: PANAMA CITY BEACH  
Subdivision:

Address :  
Street : W SR 388  
Cross 1 : BURNT MILL CREEK RD  
Within 1/4 mile: Y

Locat: BEGIN AT GULF POWER'S SUBSTATION, ON THE SOUTH SIDE OF THE ROAD AT POLE #244302, LOCATE GOING EAST FOR 2.5 MILES IN THE RIGHT OF WAY FOR NEW POLE LINE TO BE INSTALLED.

:  
Remarks : REF #191218  
THIS TICKET REPLACES TICKET #058808859 LISABOTTOMS WEB 2018/04/04 12:11:09

\*\*\* LOOKUP BY MANUAL \*\*\*

;  
Grids : 3019A8542A 3019A8542B 3019A8543A 3019A8543B 3019A8543C  
Grids : 3019A8543D 3019A8544A 3019A8544B 3019A8544C 3019A8544D  
Grids : 3019A8545D 3019B8542A 3019B8542B 3019B8543A 3019B8543B  
Grids : 3019B8543C 3019B8543D 3019B8544A 3019B8544B 3019B8544C  
Grids : 3019B8544D 3019B8545D 3019C8542A 3019C8542B 3019C8543A  
Grids : 3019C8543B 3019C8543C 3019C8543D 3019C8544A 3019C8544B  
Grids : 3019C8544C 3019C8544D 3019C8545D

Work date: 04/06/18 Time: 23:59ET Hrs notc: 059 Category: 3 Duration: 02 MONS Due Date : 04/06/18 Time: 23:59ET  
Exp Date : 05/04/18 Time: 23:59ET Work type: INSTALLING 54 NEW POLES Boring: Y White-lined: N  
Ug/Oh/Both: U Machinery: Y Depth: 7 FT Permits: N N/A Done for : GULF POWER COMPANY

Company : GULF POWER COMPANY Type: CONT Co addr : 1230 15TH ST E  
City : PANAMA CITY State: FL Zip: 32405  
Caller : LISA BOTTOMS Phone: 850-872-3203 Contact : MEGAN WARE Phone: 850-872-3315  
BestTime: 7-4  
Fax : 850-872-3359  
Email : LBOTTOMS@SOUTHERNCO.COM

Submitted: 04/04/18 12:03ET Oper: LIS Chan: WEB Mbrs : BAY835 GCE560 GP289 LS1104 MDC933 SB2186 SBF30  
SL1086 WFG362



**From:** Steven R. Griffin  
**To:** Stone, Jeff A.; Smith, Wendell E.; Fletcher, Jim R.; Collins, Adrienne  
**Cc:** Sims, Sandy (Gulf); Henderson, Holly; Alexander, Rhonda J.  
**Subject:** FW: Gulf Coast Electric Cooperative, Inc.  
**Date:** Thursday, April 19, 2018 4:47:27 PM  
**Attachments:** image001.png  
Gulf Power Response to GCEC April 18 Correspondence.pdf

---

**From:** Steven R. Griffin  
**Sent:** Thursday, April 19, 2018 4:41 PM  
**To:** 'bruce.may@hklaw.com' <bruce.may@hklaw.com>  
**Cc:** bbaez@psc.state.fl.us; khetrick@psc.state.fl.us; mhelton@psc.state.fl.us;  
tballing@psc.state.fl.us; jbartley@gcec.com; jpatrickfloyd@jpatrickfloyd.com  
**Subject:** Gulf Coast Electric Cooperative, Inc.

Mr. May:

On behalf of Gulf Power Company, I have attached a response to your correspondence dated April 18, 2018.

Sincerely,

Steve Griffin



STEVEN R. GRIFFIN  
ATTORNEY AT LAW

---

BEGGS & LANE, RLLP

501 COMMENDENCIA STREET | PENSACOLA, FLORIDA 32502

PHONE: (850) 432-2451 | FAX: (850) 469-3331

[SRG@BEGGS-LANE.COM](mailto:SRG@BEGGS-LANE.COM) [BEGGS-LANE.COM](http://BEGGS-LANE.COM) [\[beggs-lane.com\]](http://beggs-lane.com)

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Unless expressly provided that the advice ("the advice") contained in the above message ("this message") is intended to constitute written tax advice within the meaning of Section 10.37 of IRS Circular 230, the sender intends by this message to communicate general information for discussion purposes only, and you should not, therefore, interpret the advice to be written tax advice. The sender will conclude that you have understood and acknowledged this important cautionary notice unless you communicate to the sender any questions you may have in a direct electronic reply to this message.

ATTORNEY-CLIENT CONFIDENTIAL PRIVILEGED COMMUNICATION

**From:** Smith, Wendell E.  
**To:** [Collins, Adrienne](#)  
**Subject:** FW: Lift Station at 1900 Hwy 388 W  
**Date:** Monday, January 8, 2018 5:06:19 PM

---

FYI.....

Wendell E. Smith

Gulf Power – Customer Service and Sales  
850-444-6382 – Office  
678-316-9275 - Cell

**From:** Sims, Sandy (Gulf)  
**Sent:** Monday, January 8, 2018 2:53 PM  
**To:** Griffin, Steven R. (Beggs & Lane) <[srg@beggslane.com](mailto:srg@beggslane.com)>  
**Cc:** Smith, Wendell E. <[WEESMITH@southernco.com](mailto:WEESMITH@southernco.com)>  
**Subject:** FW: Lift Station at 1900 Hwy 388 W

[REDACTED]

[REDACTED]

**From:** Rogers, Joshua R.  
**Sent:** Monday, January 08, 2018 2:32 PM  
**To:** Sims, Sandy (Gulf) <[SFSims@southernco.com](mailto:SFSims@southernco.com)>  
**Cc:** Scarborough, Shelley Rockco <[SRSCARBO@southernco.com](mailto:SRSCARBO@southernco.com)>  
**Subject:** FW: Lift Station at 1900 Hwy 388 W

Sandy,

Just received this email and its in reference to the lift station that St. Joe is installing. Since we are intending on serving this load and notified GCEC of the customer request (without a response from GCEC), what do I need to do to respnd, if any, to Peyton's email?

Thanks,

Josh

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Lift Station at 1900 Hwy 388 W



Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

***C. Peyton Gleaton Jr., PE***

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Sims, Sandy (Gulf)  
**To:** [Steven R. Griffin](#)  
**Cc:** [Rogers, Joshua R.](#); [Scarborough, Shelley Rockco](#)  
**Subject:** FW: Lift Station Service  
**Date:** Tuesday, January 30, 2018 3:44:45 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

**From:** Peyton Gleaton [mailto:[pgleaton@gcec.com](mailto:pgleaton@gcec.com)]  
**Sent:** Tuesday, January 30, 2018 2:40 PM  
**To:** Sims, Sandy (Gulf) <[SFSims@southernco.com](mailto:SFSims@southernco.com)>  
**Cc:** Precise, Bridget ([Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)) <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
**Subject:** RE: Lift Station Service

Dear Ms. Sims:

As a result of a request from Bay County on December 14, 2017, GCEC agreed to serve the subject second lift station and provided initial information regarding service. If your reference to the e-mail from Joshua Rogers to me on October 20, 2017 is to serve as a formal request that complies with and provides Notice under the PROCEDURES AND GUIDELINES FOR AVOIDING FURTHER UNECONOMIC DUPLICATION OF FACILITIES adopted by the Florida Public Service Commission on April 9, 2001 (Order #PSC – 01-0891-PAA-EU; Docket #930885-EU), in all fairness, you must be mistaken. That e-mail does not reference the PSC Order, does not identify the specific customer request or lift station identification and among its obvious failures is the omission of “all relevant information about the request” required to be provided as a integral part of a “Notice” under the PROCEDURES AND GUIDELINES (PSC Order # 01-0891-PAA-EU).

If you did have a request from St. Joe or Bay County before our (GCEC) request in December, it is apparent that it would have to be considered superseded by the request to GCEC as to the second lift station that we honestly determined we were going to serve in December and early January. In any event, as I previously stated – GCEC did not waive and does not waive its right to serve this second lift station or any of its rights under the PROCEDURES AND GUIDELINES of the PSC Order #01-0891A-PAA-EU.

Furthermore, I would point out to you the failure of your letter to address the provisions of the PROCEDURES AND GUIDELINES that prohibits Gulf Power from “agreeing to provide service to this second lift station” as it is a load less than 1000 KVA and Gulf Power’s existing facilities are presently farther than 10,000 feet from the point of delivery (actually over 11,000 feet) on Highway 388 (see Section 2.3 (e)).

Please provide us with all of your communication to, from, between or among Bay County, the St. Joe Company and Gulf Power employees or representatives regarding service to this second lift station and provide all of the rest of the relevant information about the request and service to be provided if service were to be provided by Gulf Power. (See Section 2.3(a)). We look forward to the meeting referenced and anticipated by the PROCEDURES AND GUIDELINES (Order # 01-0891A-PAA-EU) to compare costs and other factors important to this determination of service.

Although no cost comparison is required since Gulf Power's closest existing facilities are farther than 10,000 feet from the point of delivery as compared with Gulf Coast Electric facility located on the Highway 388 right of way (Section 2.3(e)), in all fairness and to facilitate fairness in this and other processes under the PROCEDURES AND GUIDELINES (Order # 01-0891A-PAA-EU), Gulf Coast Electric is willing to meet to compare and contrast the required information about this service. Likewise, any meeting is not to be construed as a waiver of Gulf Coast Electric's objection to Gulf Power serving this second lift station also.

Regards,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Sims, Sandy (Gulf) [<mailto:SFSims@southernco.com>]  
**Sent:** Friday, January 26, 2018 2:11 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Cc:** Precise, Bridget ([Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)) <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
**Subject:** Lift Station Service

Dear Mr. Gleaton:

I am writing in response to your letter to Ms. Bridget Precise dated January 19, 2018, a copy of which was sent to the attention of Josh Rogers. Gulf Power Company takes issue with several of the assertions contained in that correspondence. As has been noted in previous correspondence, Gulf Power received a request to serve the lift station in October, 2017. Because the load and distance parameters set forth in section 2.2 of the Procedures and Guidelines agreement between Gulf Power and Gulf Coast Electric Cooperative ("GCEC") did not apply, Gulf Power provided notice to GCEC pursuant to Section 2.3(a) of the Procedures and Guidelines. This notice, a copy of which is attached, was sent on October 20, 2017. Under Section 2.3(b) of the Procedures and Guidelines, GCEC had five working days to request a meeting with Gulf Power and/or object to Gulf Power's providing the requested service. GCEC did not respond to Gulf Power's October 20<sup>th</sup> notice. In the absence of a timely response (or no response in this case), the Procedures and Guidelines very



clearly provide that "[t]he requested Utility may agree to provide service." As it was clearly permitted to do under the agreement, Gulf Power subsequently agreed to provide service and still intends to honor our customer's request. Bay County and St. Joe Company have confirmed that their request for service from Gulf Power stands.

Putting aside the fact that GCEC has waived any right to object to Gulf Power's provision of service to the subject lift station, we also take issue with your blanket assertion that GCEC has the right to serve the load merely because its facilities are "closer" to the point of delivery. The Procedures and Guidelines specifically allow the requested utility to honor a request for service even if its existing facilities are farther away, if the requested utility's cost of service does not exceed the other utility's cost of service by twenty-five percent (25%). Had GCEC provided a timely response to Gulf Power's October 20, 2017 notice, the parties would have met to compare costs and make such a determination. While GCEC's existing facilities are "closer" to the point of delivery, there are a variety of factors that are involved in determining cost of service and it may very well be the case that Gulf Power's cost would not exceed the 25% threshold. While such a cost comparison is not required under the present circumstances given GCEC's waiver under Section 2.3(b) of the Procedures and Guidelines, Gulf Power is certainly willing to meet to discuss the same and other matters pertaining to this project. Any such meeting should not be construed as a waiver of Gulf Power's standing objection to GCEC's serving the subject load.

We would be happy to travel to GCEC's offices or host a meeting at one of our facilities. Please forward me a listing of the desired meeting location and several potential dates/times and we will work with our team to coordinate a discussion.

Sincerely,  
Sandy

**Sandy Sims**

Gulf Power Company • District General Manager  
Office: 850.872.3297 • Cell: 850.376.8440  
MyGulfPower.com

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**From:** [Steven R. Griffin](#)  
**To:** [Tracey Nicolai](#)  
**Subject:** Fwd: Lift Station at 1900 Hwy 388 W  
**Date:** Tuesday, January 16, 2018 5:56:43 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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[REDACTED]

Steven R. Griffin  
Beggs & Lane RLLP  
P.O. 12950  
Pensacola, Florida 32591-2950  
(850) 432-2451

Sent from my iPhone

Begin forwarded message:

**From:** "Rogers, Joshua R." <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Date:** January 16, 2018 at 5:33:39 PM CST  
**To:** "Steven R. Griffin" <[srg@beggslane.com](mailto:srg@beggslane.com)>  
**Cc:** "Sims, Sandy (Gulf)" <[SFSims@southernco.com](mailto:SFSims@southernco.com)>, "Scarborough, Shelley Rockco" <[SRSCARBO@southernco.com](mailto:SRSCARBO@southernco.com)>  
**Subject:** Fwd: Lift Station at 1900 Hwy 388 W

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

**From:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Date:** January 16, 2018 at 4:13:05 PM CST  
**To:** "Rogers, Joshua R." <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Lift Station at 1900 Hwy 388 W

Joshua,

I believe you are mistaken in suggesting that GCEC has waived any rights with respect to the lift station at 1900 Highway 388W which we were recently requested to serve by Bay County (December 14, 2017) and

which GCEC has agreed to serve and advised that it will serve as requested by Bay County. The request to us by Bay County was a bona fide request as of that date for service to that lift station.

Discussion with the County representative revealed that there were two lift station service requests and that Gulf Power had been requested to serve the first which was explained by the County to be close to GP existing line facility but that the second lift station being constructed now (1900 Highway 388) was closer to GCEC facilities and they wanted to know if GCEC would serve this. Again, the response was that GCEC could and would serve this lift station.

Review of the "Procedures and Guidelines" relative to GCEC and GP filed with the Public Service Commission Docket #930885-EU, Amended Order March 26, 2002 confirms that GCEC is entitled to serve this second lift station as requested.

Under Section II, the decision of whether or not a utility can provide electric service as requested is dependent on the size of the load and the difference in the distances between the Point of Deliveries and existing Facilities of the Utilities. Section 2.2 both (a) and (b) (i) are met by GCEC regarding this second lift station (1900) requested for our service. Since Section 2.2 is met GCEC is entitled to serve as requested without application of Section 2.3. This was made known to Bay County on December 15, 2017 that we have three phase facilities 1.5 miles east of the Point of Delivery.

The Point of Delivery for this second lift station is over 3,160 feet closer to GCEC existing facilities than Gulf Power's existing facilities. Therefore, GCEC can agree as it did to provide service as requested and is entitled to this service. In the abundance of caution, however, I went ahead and sent you the email of January 12, 2018. Suffice it to say, if you object to GCEC serving this second lift station as requested just as GP served the first lift station as requested, because of its proximity, then we will need to meet to compare distance and load and cost of service per the Procedure and Guidelines. This is all of the relevant information we believe we have about this request, but if some other becomes available we will provide it to you as it does.

Thank you and let me know when you want to meet to compare,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77



P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Rogers, Joshua R. [<mailto:JROGERS@southernco.com>]  
**Sent:** Friday, January 12, 2018 3:25 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Lift Station at 1900 Hwy 388 W

Mr. Gleaton:

Gulf Power previously received a request for electrical service for the specified location and provided written notice of the same to Gulf Coast Electric Cooperative on October 20, 2017 as required by section 2.3(a) of the parties' territorial agreement. A copy of Gulf Power's 10/20/17 notice is attached for reference. GCEC did not respond to Gulf's notice within the contractual timeframe as required by section 2.3(b) of the parties' agreement and has therefore waived any right to serve the subject location. Moreover, Gulf Power has begun preparations to serve the location and confirmed with the customer that their request for Gulf Power to serve remains in effect. We therefore object to GCEC serving the specified location.

Thanks,

Josh Rogers  
Gulf Power Company • District Engineering Supervisor  
Office: 850.872.3309 • Cell: 850.554.6583  
[MyGulfPower.com](http://MyGulfPower.com)  
*Stay connected with Gulf Power*



**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at

1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

***C. Peyton Gleaton Jr., PE***

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax



**From:** Rogers, Joshua R.  
**To:** Griffin, Steven R. (Beggs & Lane)  
**Cc:** Sims, Sandy (Gulf); Scarborough, Shelley Rockco  
**Subject:** Fwd: Lift Station at 1900 Hwy 388 W  
**Date:** Tuesday, January 16, 2018 5:33:40 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

**From:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Date:** January 16, 2018 at 4:13:05 PM CST  
**To:** "Rogers, Joshua R." <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Lift Station at 1900 Hwy 388 W

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Discussion with the County representative revealed that there were two lift station service requests and that Gulf Power had been requested to serve the first which was explained by the County to be close to GP existing line facility but that the second lift station being constructed now (1900 Highway 388) was closer to GCEC facilities and they wanted to know if GCEC would serve this. Again, the response was that GCEC could and would serve this lift station.

Review of the "Procedures and Guidelines" relative to GCEC and GP filed with the Public Service Commission Docket #930885-EU, Amended Order March 26, 2002 confirms that GCEC is entitled to serve this second lift station as requested.

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our service. Since Section 2.2 is met GCEC is entitled to serve as requested without application of Section 2.3. This was made known to Bay County on December 15, 2017 that we have three phase facilities 1.5 miles east of the Point of Delivery.

The Point of Delivery for this second lift station is over 3,160 feet closer to GCEC existing facilities than Gulf Power's existing facilities. Therefore, GCEC can agree as it did to provide service as requested and is entitled to this service. In the abundance of caution, however, I went ahead and sent you the email of January 12, 2018. Suffice it to say, if you object to GCEC serving this second lift station as requested just as GP served the first lift station as requested, because of its proximity, then we will need to meet to compare distance and load and cost of service per the Procedure and Guidelines. This is all of the relevant information we believe we have about this request, but if some other becomes available we will provide it to you as it does.

Thank you and let me know when you want to meet to compare,

***C. Peyton Gleaton Jr., PE***

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Rogers, Joshua R. [<mailto:JROGERS@southernco.com>]

**Sent:** Friday, January 12, 2018 3:25 PM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** RE: Lift Station at 1900 Hwy 388 W

Mr. Gleaton:

Gulf Power previously received a request for electrical service for the specified location and provided written notice of the same to Gulf Coast Electric Cooperative on October 20, 2017 as required by section 2.3(a) of the parties' territorial agreement. A copy of Gulf Power's 10/20/17 notice is attached for reference. GCEC did not respond to Gulf's notice within the contractual timeframe as required by section 2.3(b) of the parties' agreement and has therefore waived any right to serve the subject location.

Moreover, Gulf Power has begun preparations to serve the location and confirmed with the customer that their request for Gulf Power to serve remains in effect. We therefore object to GCEC serving the specified location.

Thanks,

Josh Rogers  
Gulf Power Company • District Engineering Supervisor

Office: 850.872.3309 • Cell: 850.554.6583

[MyGulfPower.com](http://MyGulfPower.com)

*Stay connected with Gulf Power*



**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Monday, January 8, 2018 2:09 PM

**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>

**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax



STEVEN R. GRIFFIN

DIRECT DIAL  
(850) 202-2354

EMAIL ADDRESS  
SRG@BEGGSLANE.COM

**BEGGS & LANE** RLLP  
ATTORNEYS and COUNSELLORS at LAW  
SINCE 1883

POST OFFICE BOX 12950  
PENSACOLA, FLORIDA 32591-2950  
TELEPHONE (850) 432-2451  
FAX (850) 469-3331

E. DIXIE BEGGS  
1908 - 2001

BERT H. LANE  
1917 - 1981

April 19, 2018

VIA ELECTRONIC MAIL (bruce.may@hklaw.com)

D. Bruce May, Jr., Esq.  
Holland & Knight  
315 South Calhoun Street, Suite 600  
Tallahassee, FL 32301

*Re: Request for Gulf Power Company to Provide Electric Service to Lift Station in Bay County, Florida*

Dear Mr. May:

This correspondence responds to your letter dated April 18, 2018, outlining your client, Gulf Coast Electric Cooperative's ("GCEC"), views concerning GCEC's and Gulf Power Company's ("Gulf Power") respective rights and obligations under a Florida Public Service Commission ("Commission") approved Territorial Agreement between the parties. Let me begin by expressing Gulf Power's disappointment with the manner in which you have positioned this matter. To be clear, our clients have been in discussions surrounding this subject since January 2018. We last met in person with GCEC's General Counsel and executive leadership on March 8, 2018. That meeting was promptly followed by a March 12, 2018, request by Gulf Power to convene another meeting in the near future for additional discussion. It was not until the evening of Sunday, April 15, 2018, that GCEC responded affirmatively to Gulf Power's March 12 meeting request. Gulf Power promptly replied on April 17, 2018, indicating that it would be happy to schedule another meeting and requesting proposed meeting dates and locations from GCEC. That correspondence was followed by your correspondence of April 18<sup>th</sup> which not only mischaracterized key facts and overlooked others, but it also improperly broadened to an external audience what Gulf Power considered to be confidential and good faith settlement discussions.

In light of the foregoing, Gulf Power feels it is necessary to set forth those overlooked facts and provide additional, pertinent details for the key facts that have been mischaracterized, for purposes of clarity and accuracy. It is significant in our view that GCEC has relegated to a mere footnote the most fundamental and dispositive aspect of the entire series of events. The Territorial Agreement between the parties provides a set of requirements and parameters governing Gulf Power's and GCEC's handling of new requests for electric service. Chief among these requirements is a requirement that, under certain circumstances, the utility receiving a request for electric service provide notice to the other utility, which then has a limited opportunity to respond to such notice. In the absence of a timely response, the requested utility has the right to honor the electric service request.



Specifically, section 2.3 of the Territorial Agreement provides in relevant part as follows:

In any instance where the Load and distance criteria of Section 2.2 are not met but the requested Utility believes that its Cost of Service would not be significantly more than that of the other Utility, the following procedure shall be used to determine if the requested Utility may agree to provide service:

(a) The requested Utility is to notify the other Utility of the Customer's request, providing all relevant information about the request.

(b) If the other Utility believes that its facilities would be uneconomically duplicated if the request is honored, it has five (5) working days from receipt of notice to request a meeting or other method to be conducted within ten (10) working days for the purpose of comparing each Utility's Cost of Service. Absent such a request or upon notification from the other Utility of no objection to the requested Utility's providing the service, the requested Utility may agree to provide service.

(emphasis added).

As illustrated in detail below, Gulf Power complied with its obligations under section 2.3 of the Territorial Agreement and, pursuant to the plain terms of the agreement, is entitled to honor its customer's request for service.

### FACTUAL HISTORY

Early in the fourth quarter of 2017, Gulf Power received an inquiry from the St. Joe Company ("St. Joe") concerning the provision of electric service to a 112 kVa sewerage lift station located on parcel ID 26597-000-000 in unincorporated Bay County that St. Joe is planning to construct and subsequently convey to Bay County, Florida. In October 2017, these discussions resulted in a verbal request from St. Joe that Gulf Power provide electric service to the lift station. This verbal request was followed by a November 13, 2017, telephone contact from a St. Joe representative to Gulf Power's Customer Care Center wherein St. Joe reiterated its request for electric service, and a connect order was issued. A screenshot depicting the November 13<sup>th</sup> customer contact is attached for reference as Exhibit "A." This service request was further confirmed in writing by St. Joe, dated January 17, 2018. This confirmation is attached for reference as Exhibit "B," and a related item of correspondence from St. Joe of equal date to GCEC is attached for reference as Exhibit "C," both items evidencing St. Joe's selection of Gulf Power as its service provider. St. Joe has never withdrawn its request to Gulf Power for electric service.

Section 2.2 of the Territorial Agreement allows the utility receiving a request for service to agree to the request without further consultation if certain load and distance criteria are met. In the instant case, these criteria were not met. As shown in the aerial depiction attached for reference as Exhibit "D," Gulf Power's nearest existing distribution facilities are approximately 11,000 feet from the point of delivery, whereas GCEC's nearest existing distribution facilities are approximately 8,000 feet from the



point of delivery. Neither utility has existing facilities in close proximity to the point of delivery. Given that section 2.2 did not apply, Gulf Power proceeded under section 2.3 of the Territorial Agreement.

In compliance with section 2.3(a) of the Territorial Agreement, on October 20, 2017, Gulf Power provided written notice of the request for service to GCEC's Vice President of Engineering. A copy of this notice is attached for reference as Exhibit "E." Gulf Power's October 20<sup>th</sup> notification clearly referenced section 2.3(a) of the parties' agreement, the existence of a request for electrical service, the type of load to be served and the location of the point of delivery.<sup>1</sup> Not only did GCEC fail to respond to this notice within the requisite five (5) working day timeline; GCEC did not respond at all.<sup>2</sup> As a consequence, and as it was clearly permitted to do under the plain terms of the Territorial Agreement, Gulf Power agreed to provide service and began preparations to do so.

Gulf Power did not receive any communications from GCEC with respect to the subject lift station until January 8, 2018, when GCEC's Vice President of Engineering emailed Gulf Power pursuant to section 2.3(a) of the Territorial Agreement regarding a purported request for service which it had received concerning the same premises. A copy of this correspondence is attached for reference as Exhibit "F." In light of the distinct similarities between GCEC's notice and Gulf Power's October 20<sup>th</sup> notice, Gulf Power finds it curious that GCEC is now contending that Gulf Power's notice was inadequate. Moreover, if Gulf Power's notice did lack "relevant" information as GCEC now contends, it is equally curious that GCEC did not make any effort to reply to Gulf Power and request additional information.

On January 12, 2018, Gulf Power replied to GCEC's January 8<sup>th</sup> correspondence, noting that the Company had previously received a request for electrical service for the specified location and provided written notice of the same to GCEC on October 20, 2017, as required by section 2.3(a) of the parties' Territorial Agreement. Because GCEC did not respond to Gulf Power's notice within the contractually mandated timeframe required by section 2.3(b) of the parties' agreement, Gulf Power informed GCEC that GCEC had waived any objection to Gulf Power's right to serve the subject location. Gulf Power further stated that it had begun preparations to serve the location and confirmed with the customer that their request for Gulf Power to serve remained in effect. A copy of Gulf's January 12 correspondence is attached for reference as Exhibit "G."

Subsequent discussions with Bay County, St. Joe and GCEC have revealed that Bay County and St. Joe did, in fact, inquire of GCEC in mid-December 2017 concerning the provision of electric service to the subject lift station. However, Gulf Power has been provided with no evidence that a request for service from GCEC was ever placed or made by either of those parties. Gulf Power is authorized to represent that, as of the date of this correspondence, St. Joe has reaffirmed its selection of Gulf Power as its electric service provider. Gulf Power has communicated with Bay County, as the ultimate recipient of the lift station, and is also authorized to represent that Bay County desires to receive electric service from Gulf Power.

<sup>1</sup> Gulf Power utilized a Parcel ID rather than a physical address because an internet search of the physical address erroneously depicted the proposed point of delivery. A summary internet search for the Parcel ID depicts the precise location of the point of delivery—including the county of location.

<sup>2</sup> GCEC has not denied receiving Gulf Power's notice. Nor has it provided any rationale or explanation for failing to respond to the notice.



Regardless of what inquiries were made in December 2017, the record is clear that: (i) Gulf Power received a bona fide request for service in October 2017; (ii) such request for service was never retracted or cancelled; and (iii) both St. Joe and Bay County continue to desire to receive electric service from Gulf Power.

The language of the Territorial Agreement is equally clear. Gulf Power provided the requisite notice of a customer request for service to GCEC on October 20, 2017. Despite receipt of the same, GCEC failed to respond to Gulf Power's notice. Pursuant to section 2.3(b), in the absence of a timely reply, Gulf Power "may agree to provide service" and has, in fact, agreed to provide service. "It is axiomatic that when construing a document, courts should give effect to the plain meaning of its terms." Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So.2d 126, 132 (Fla. 2000). See also, Columbia Bank v. Columbia Developers, LLC et al., 127 So.3d 670, 673 (Fla. 1<sup>st</sup> DCA 2013) ("The cardinal rule of contractual construction is that when the language of the contract is clear and unambiguous, the contract must be interpreted and enforced in accordance with its plain meaning."); Cleveland v. Crown Financial, LLC, 183 So.3d 1206, 1209 (Fla. 1<sup>st</sup> DCA 2016) ("The cardinal rule of contractual interpretation is that when the language of a contract is clear and unambiguous, the contract must be interpreted and enforced in accordance with the plain meaning."); Maher v. Schumacher, 605 So.2d 481, 482 (Fla. 3d DCA 1992) ("When a contract is clear and unambiguous, 'the actual language used in the contract is the best evidence of the intent of the parties, and the plain meaning of that language controls.'"); Burns v. Barfield, 732 So.2d 1202, 1205 (Fla. 4th DCA 1999) (It is fundamental that where a contract is clear and unambiguous in its terms, the court may not give those terms any meaning beyond the plain meaning of the words contained therein).

As a public utility, Gulf Power has a statutory obligation to "furnish to each person applying therefor reasonably sufficient, adequate and efficient service upon terms required by the commission." See, § 366.03, Fla. Stat. In the absence of a clear right to refuse service under the terms and conditions of the parties' Territorial Agreement, Gulf Power must honor this statutory obligation or otherwise run the risk of running afoul of federal anti-trust regulations prohibiting horizontal division of markets. See, In re: Complaint of Robert D. Reynolds, Order No. PSC-13-0207-PAA-EM, dated May 21, 2013 at page 12 (horizontal division of electric service territory in absence of a Commission-approved territorial agreement constitutes a per se violation of the Sherman Act, 15 U.S.C. § 1).

Lastly, Gulf Power rejects GCEC's contention that Gulf Power is engaged in an improper "race to serve" or is otherwise extending its facilities in violation of the Commission's "directives in Territorial Orders." Indeed, section 2.4 of the parties' Territorial Agreement, which is incorporated within and embodied by Order No. PSC-01-0891-PAA-EU,<sup>3</sup> expressly provides as follows:

"During a period of unresolved dispute, the requested Utility may provide temporary service to the Customer or may elect to request the other Utility to provide temporary service to the Customer and either means of temporary service shall be without prejudice to either Utility's position in the dispute as to which Utility will provide permanent service."

<sup>3</sup> When a territorial agreement is approved by the Commission it becomes embodied in the approving order. Public Service Commission v. Fuller, 551 So.2d 1210, 1212 (Fla. 1989). See also, Order No. 23995, dated January 3, 1991, Docket No. 19900744-EU.



(emphasis added).

Gulf Power further rejects the assertion that its activities "conflict with prior written assurances that have been given." In a February 16, 2018, email from Gulf Power to GCEC, Gulf Power agreed "to hold off on any construction that would change the existing facilities/distance until after we meet on March 8." This limited assurance was the only assurance provided, and Gulf Power fully abided by it. In short, Gulf Power is acting in accordance with the plain terms of the parties' agreement and the Commission order embodying that agreement.

While I have an unavoidable conflict that will prevent us from being able to meet on April 25, 2018, we are in the process of coordinating calendars internally, and I will be in touch with you very shortly to discuss mutually acceptable dates for a meeting between the parties. We look forward to additional and productive discussions with you and the rest of GCEC's negotiating team. In the meantime, please do not hesitate to reach out with any questions or concerns you may have.

Sincerely,



Steven R. Griffin  
Beggs & Lane, RLLP

Enclosures

cc: Braulio Baez  
Keith Hetrick, Esq.  
Mary Anne Helton, Esq.  
Thomas Ballinger  
John Bartley  
Patrick Floyd, Esq.

# EXHIBIT A

Contact Edit Help

Contact Level	
<input checked="" type="radio"/> Account	<input type="radio"/> Customer <input type="radio"/> Premise

	Date		Type	Address	Contact Name
<input checked="" type="checkbox"/>	11/13/17	A	Deposit Maintained - Connect Issued	1900 W HIGHWAY 388, LIFT STATION SOUTHPORT FL 3	ST JOE CORPORATION
<input checked="" type="checkbox"/>	11/13/17	A	Connect Issued	1900 W HIGHWAY 388, LIFT STATION SOUTHPORT FL 3	ST JOE CORPORATION

Contact Information			
Name:	ST JOE CORPORATION		
Phone:	(850) 231-6465	Extension:	9999
Critical Contact:	<input type="checkbox"/> Yes		Expiration Date:
		11/13/17	
User Name:			
Comments:			
Rachel Childs w/ tax id called 11/13 to conn service. adv will conn 1-2 business days after inspection received, 100 dep billed, 50 aec billed ....AHARRIS57817			
		Enter	Reset



## EXHIBIT B



January 17, 2018

Joshua Rogers, PE  
Engineering Supervisor II  
Gulf Power Company  
780 East Highway 98  
Panama City, Florida 32401

Re: 388 Lift Station Electrical Service  
1900 Hwy 388 West

Dear Josh,

Please consider this letter as formal notification and confirmation of our intent to have Gulf Power provide electrical service to the above-referenced location.

Sincerely,

Bridget Precise  
Vice President  
Development & Regulatory Affairs

cc: Don Hamm, Bay County Utilities

# EXHIBIT C





January 17, 2018

Mr. C. Peyton Gleaton Jr., PE  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409

Re: 388 Lift Station Electrical Service  
1900 Hwy 388 West

Dear Peyton,

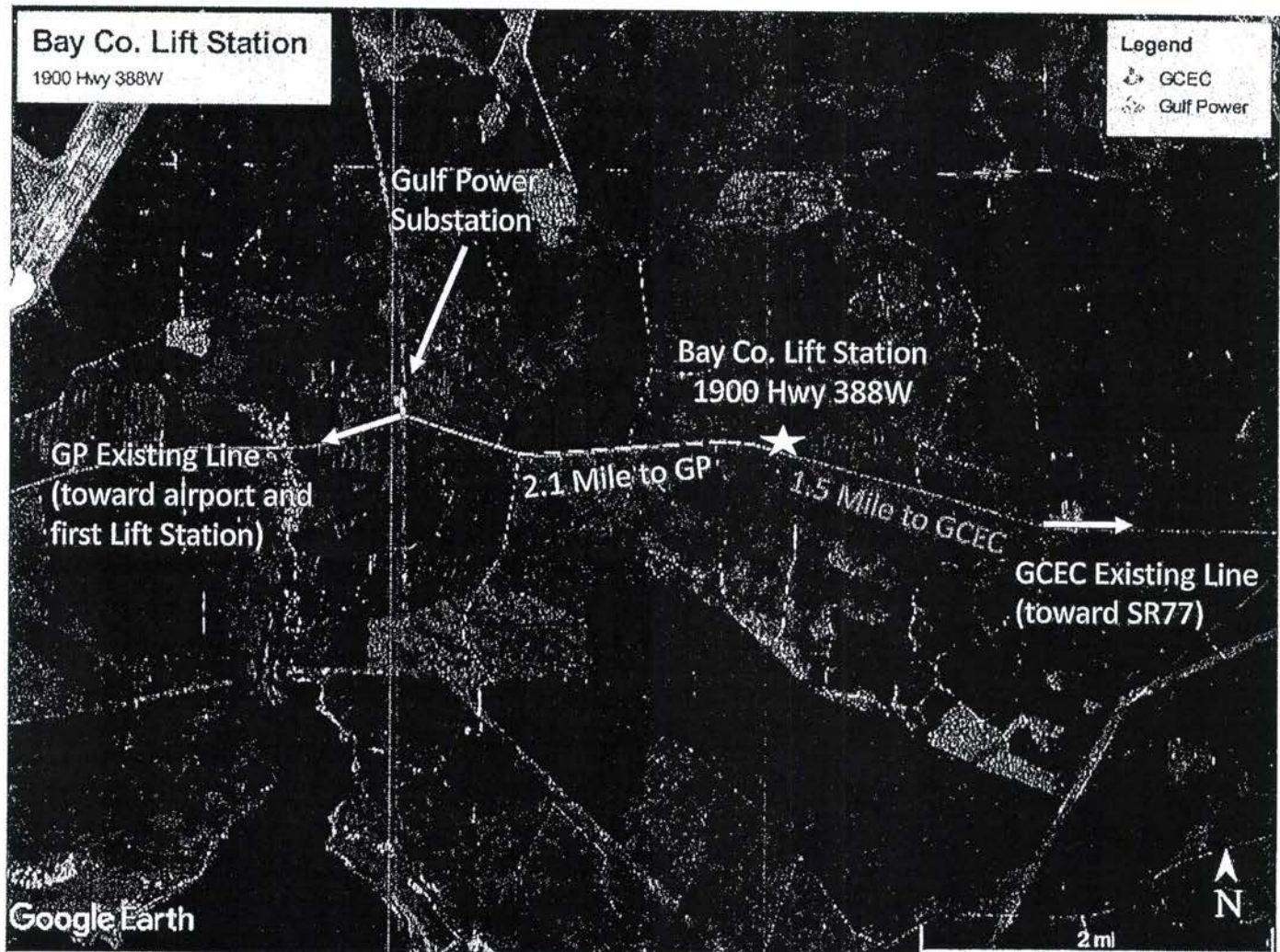
Please consider this letter as formal notification and confirmation of our intention to secure electrical service for the above-referenced location with another electrical service provider.

Sincerely,

Bridget Precise  
Vice President  
Development & Regulatory Affairs

cc: Don Hamm, Bay County Utilities

## EXHIBIT D





## EXHIBIT E

**Steven R. Griffin**

---

**From:** Rogers, Joshua R. <JROGERS@southernco.com>  
**Sent:** Friday, October 20, 2017 1:22 PM  
**To:** 'pgleaton@gcec.com'  
**Subject:** Electrical Service Request  
**Attachments:** image001.png; image002.png; image003.png; image004.png; image005.png

Mr. Gleaton,

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in any duplication of facilities.

Thanks,

Joshua Rogers, PE

Gulf Power Company \* Engineering Supervisor II

Office: 850.872.3309 \* Cell: 850.554.6583

MyGulfPower.com

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<<https://twitter.com/GulfPower>> <<https://www.youtube.com/user/GulfPowerCompany>>  
<<https://www.linkedin.com/company/gulf-power-company>>

# EXHIBIT F



**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

***C. Peyton Gleaton Jr., PE***  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

# EXHIBIT G

**From:** Rogers, Joshua R.  
**Sent:** Friday, January 12, 2018 3:25 PM  
**To:** 'pgleaton@gcec.com' <pgleaton@gcec.com>  
**Subject:** RE: Lift Station at 1900 Hwy 388 W

Mr. Gleaton:

Gulf Power previously received a request for electrical service for the specified location and provided written notice of the same to Gulf Coast Electric Cooperative on October 20, 2017 as required by section 2.3(a) of the parties' territorial agreement. A copy of Gulf Power's 10/20/17 notice is attached for reference. GCEC did not respond to Gulf's notice within the contractual timeframe as required by section 2.3(b) of the parties' agreement and has therefore waived any right to serve the subject location. Moreover, Gulf Power has begun preparations to serve the location and confirmed with the customer that their request for Gulf Power to serve remains in effect. We therefore object to GCEC serving the specified location.

Thanks,

Josh Rogers  
Gulf Power Company • District Engineering Supervisor  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com

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**From:** [Sims, Sandy \(Gulf\)](#)  
**To:** [pgleaton@gcec.com](mailto:pgleaton@gcec.com)  
**Cc:** [Precise, Bridget \(Bridget.Precise@joe.com\)](mailto:Precise, Bridget (Bridget.Precise@joe.com))  
**Subject:** Lift Station Service  
**Date:** Friday, January 26, 2018 3:10:44 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[GCEC\\_notice\\_102017.docx](#)

---

Dear Mr. Gleaton:

I am writing in response to your letter to Ms. Bridget Precise dated January 19, 2018, a copy of which was sent to the attention of Josh Rogers. Gulf Power Company takes issue with several of the assertions contained in that correspondence. As has been noted in previous correspondence, Gulf Power received a request to serve the lift station in October, 2017. Because the load and distance parameters set forth in section 2.2 of the Procedures and Guidelines agreement between Gulf Power and Gulf Coast Electric Cooperative ("GCEC") did not apply, Gulf Power provided notice to GCEC pursuant to Section 2.3(a) of the Procedures and Guidelines. This notice, a copy of which is attached, was sent on October 20, 2017. Under Section 2.3(b) of the Procedures and Guidelines, GCEC had five working days to request a meeting with Gulf Power and/or object to Gulf Power's providing the requested service. GCEC did not respond to Gulf Power's October 20<sup>th</sup> notice. In the absence of a timely response (or no response in this case), the Procedures and Guidelines very clearly provide that "[t]he requested Utility may agree to provide service." As it was clearly permitted to do under the agreement, Gulf Power subsequently agreed to provide service and still intends to honor our customer's request. Bay County and St. Joe Company have confirmed that their request for service from Gulf Power stands.

Putting aside the fact that GCEC has waived any right to object to Gulf Power's provision of service to the subject lift station, we also take issue with your blanket assertion that GCEC has the right to serve the load merely because its facilities are "closer" to the point of delivery. The Procedures and Guidelines specifically allow the requested utility to honor a request for service even if its existing facilities are farther away, if the requested utility's cost of service does not exceed the other utility's cost of service by twenty-five percent (25%). Had GCEC provided a timely response to Gulf Power's October 20, 2017 notice, the parties would have met to compare costs and make such a determination. While GCEC's existing facilities are "closer" to the point of delivery, there are a variety of factors that are involved in determining cost of service and it may very well be the case that Gulf Power's cost would not exceed the 25% threshold. While such a cost comparison is not required under the present circumstances given GCEC's waiver under Section 2.3(b) of the Procedures and Guidelines, Gulf Power is certainly willing to meet to discuss the same and other matters pertaining to this project. Any such meeting should not be construed as a waiver of Gulf Power's standing objection to GCEC's serving the subject load.

We would be happy to travel to GCEC's offices or host a meeting at one of our facilities. Please forward me a listing of the desired meeting location and several potential dates/times and we will work with our team to coordinate a discussion.

Sincerely,  
Sandy

## Sandy Sims

Gulf Power Company • District General Manager  
Office: 850.872.3297 • Cell: 850.376.8440  
MyGulfPower.com

*Stay connected with Gulf Power*



From: Rogers, Joshua R. <JROGERS@southernco.com>

Sent: Friday, October 20, 2017 1:22 PM

To: 'pgleaton@gcec.com'

Subject: Electrical Service Request

Attachments: image001.png; image002.png; image003.png; image004.png; image005.png

Mr. Gleaton,

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request

for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in

any duplication of facilities.

Thanks,

Joshua Rogers, PE

Gulf Power Company \* Engineering Supervisor II

Office: 850.872.3309 \* Cell: 850.554.6583

MyGulfPower.com

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**From:** [J. Floyd](#)  
**To:** [Steven R. Griffin](#)  
**Subject:** Gulf Coast Electric Service to Second Lift Station  
**Date:** Thursday, April 05, 2018 2:23:59 PM  
**Attachments:** [GCEC - Letter to Steve Griffin.pdf](#)

---

Please see attached.

--

Law Offices J. Patrick Floyd, Chtd.  
408 Long Avenue  
Port St. Joe, FL 32456  
Phone: 850/227-7413  
Fax: 850/229-8196

LAW OFFICES  
**J. PATRICK FLOYD**  
CHARTERED

REPLY TO  
408 LONG AVENUE  
POST OFFICE DRAWER 950  
PORT ST. JOE, FLORIDA 32456-0950  
(850) 227-7413

April 5, 2018

20 AVENUE D, SUITE 208  
POST OFFICE BUILDING  
APALACHICOLA, FLORIDA 32320  
(850) 653-2709

Steve R. Griffin, Esquire  
Beggs & Lane, RLLP  
501 Commendencia Street  
Pensacola, FL 32502

Re: Gulf Coast Electric Service to Second Lift Station

Dear Mr. Griffin:

Obviously, you continue to primarily and most heavily depend on the utterly vague and uninformative two line e-mail from one of the employees as the basis for your claim of right to serve. The same e-mail that does not identify the customer, does not identify the "agreement referenced as the PSC "PROCEDURES AND GUIDELINES" of April 9, 2001" or the case name or docket number; does not identify even the County of the location; gives no information about the location or type of existing facilities; and, provides no information about the size or type of load of the expected service. Amid this fog of vagueness – your effort to extract a right to serve speaks volumes of your intent and method, especially when compared to the "PROCEDURES AND GUIDELINES" requirement of "providing all relevant information about the (customer's) request" as an integral part of the "Notice" you are compelled to give by reason, good faith and the terms of the "PROCEDURES AND GUIDELINES".

Notably the dates you give in January 2018 are after Gulf Coast had received and acted affirmatively to accept the bona fide request that it serve this now specifically identified second lift station. Gulf Coast Electric received its bona fide request for service in the middle of December 2017 and immediately verified its closer proximity and ability to serve. By the third week in December, Gulf Coast Electric had notified that it accepted the request and was preparing the work plan and service order. This information was delivered on December 22, 2017 pursuant to the request for service and you have a copy of the construction costs breakdown delivered on December 22, 2017. The Demand Agreement requested on behalf of the customer was delivered on January 3, 2018 as well as the rate schedule. By the end of January, Gulf Coast Electric was already explaining in detail the basis for its right pursuant to the PROCEDURES AND GUIDELINES (PSC Order #01-0891-PAA EU, Docket #930885-EU) of the Public Service Commission. Therefore, clearly this was and has been continuously communicated in a straight forward manner long before the meeting of March 8, 2018 as you reference.

April 5, 2018

Page 2

The problem that Gulf Power has with this service request is that it is not on "equal footing" with Gulf Coast Electric under any practical reasoning or analysis under the formula's required by the "PROCEDURES" approved by the Public Service Commission on April 9, 2001 (Order #PSC -0-0 891-PAA-EU; Docket #90885-EU). Gulf Coast Facilities are simply and admittedly over 3,168 feet closer to the point of service of this second lift station. Under every possible evaluation of the facts as well as the cost of service that GCEC provided on December 22, 2017 in response to the bona fide request for service and your figures provided finally in the middle of March this year, the result is clearly the same without any further comparison - - Gulf Coast Electric has the right to serve and accept, as it did in December, this bona fide request for service of the second lift station. The multiple letters and fact sheet delivered beginning on January 17 from and on behalf of Gulf Coast Electric have repeatedly made this clear. (See attached Fact Sheet and Analysis Summary).

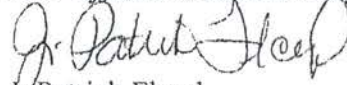
If it is your position, as is now apparently appears, that (influenced) customer choice (particularly after all of the details of Gulf Coast's cost to serve the lift station have been delivered (and made public) in December of 2017,) trumps the specific terms of the Territorial Agreement ordered by the Public Service Commission in 2001 - then there is obviously no need for the Agreement that you have already admitted was authored by Gulf Power (Ted Spangenberg) and Jeff Stone of your firm.

Application of the formulas in the "PROCEDURES" to the details of the service, when made known, as well as the sheer proximity to the point of service by Gulf Coast facilities and equitable principles of fair play all coalesce into one conclusion - - that Gulf Power is now prepared to ignore the Agreement and plunge both of these utilities back into territorial disputes. It is obvious that now that there is more development and promise of the same in the future where Gulf Power chose not to serve or provide power to those in that unpopulated area fifty and sixty years ago - Gulf Power wishes to take the benefit of what it did not earn or even wanted while GCEC provided the service.

If we cannot resolve this ourselves as we continue to believe that we should be able, the "PROCEDURES AND GUIDELINES" provide for an expedited hearing before the Public Service Commission. Perhaps that is the next step you are leaving us with no choice but to pursue.

Sincerely,

*Law Offices J. Patrick Floyd, Chtd.*



J. Patrick Floyd

JPF/pb

Attachment: as stated



### GULF COAST ELECTRIC RIGHT TO SERVE SECOND LIFT STATION

The entire procedure for determining customer service in PSC Order No. 01-0891A-PAA-EU is based on the "difference in distances between the Point of Delivery and the Existing Facilities of each utility", Gulf Coast Electric Cooperative, Inc. (GCEC) and Gulf Power Company (Gulf Power) and the "size of the load".

In good faith application of fairness and equity between these utilities as well as the Procedure and Guidelines, GCEC has not objected and will not object to the first lift station as Gulf Power's existing facilities are closer to the Point of Delivery than those of Gulf Coast Electric. Likewise, since Gulf Coast Electric is much closer to the Point of Delivery of where we now know the second lift station will be located, GCEC should be, in all fairness, the service provider without objection of Gulf Power. It is repugnant to good faith principles and the objectives and standards of the Procedures for Gulf Power to suggest and to attempt to serve both of these lift stations and will only contribute to undermine the relationship between these utilities that is sought to be improved by the Public Service Commission.

Even a quick analysis of the Procedures evidences the conclusion that Gulf Coast Electric has secured and is entitled to serve this second lift station. The vast differences in the comparative distances of existing facilities from Gulf Coast and Gulf Power to the Point of Delivery makes it absolutely clear that Gulf Coast Electric has the right to provide the service as it has already notified all parties concerned.

Under Section II, paragraph 2.2(a), Gulf Coast Electric – as the requested utility from the customer definitely as of December 2017 and early January 2018, is not 1000 feet further out than the existing facilities of Gulf Power from the Point of Delivery. Therefore, GCEC can agree – as we did under paragraph 2.2(a) – to provide services to this lift station and locked in the right to serve at that time irrespective of the later vacillation of the customer as to who they would finally choose.

GCEC – 7,920 feet from Point of Delivery of 2<sup>nd</sup> lift station  
Gulf Power – 11,088 feet from Point of Delivery of 2<sup>nd</sup> lift station

Difference – GCEC is 3,168 feet CLOSER to the Point of Delivery  
of the 2<sup>nd</sup> lift station than the closest existing facilities of Gulf Power

Furthermore, the predominance of distance as the factor for determining which utility may fairly provide service as requested at a point in time by the customer, continues in the application of paragraph 2.2(b)(i) of Section II of the Procedures. Since the load is greater than 100 kVA and the "construction required is predominately the addition of new pole line" and Gulf Coast Electric, the requested utility (as of December 2017 and at least early January 2018) has existing facilities that are not more than 1500 feet further (away) from the Point of Delivery than the existing facilities of Gulf Power – Gulf Coast is entitled to provide as it had and has agreed, service to the second lift station that it is over 3,000 feet closer to than Gulf Power's existing facilities.

These applications clearly should close the discussion on the entitlement of Gulf Coast to serve this lift station as it was requested and as it notified the parties. However, even if it is argued, albeit incorrectly, by Gulf Power that it is entitled to be considered for service under paragraph 2.3 of the Procedures by saying that it has now subsequently been chosen by the customer to also provide service to this second lift station also – this argument is rejected by application of the Procedures under Section II, paragraph 2.3(e). Section II, paragraph 2.3(e) applies to prevent Gulf Power even under this argument from agreeing to serve this second lift station because the load is less than 1000 kVA, Gulf Power's existing facilities are farther (away) than 10,000 feet from the Point of Delivery (11,088 feet) and Gulf Coast's existing facilities are located in the right of way of Highway 388 which abuts the property where the second lift station is to be located.

The good faith intentions of the parties and the Procedures demand that Gulf Coast be allowed, without objection or interference by Gulf Power, to serve this second lift station per the request made by the customer and agreed to by Gulf Coast with notice to the parties. Likewise, fairness in the circumstances and the application of the Procedures dictate that Gulf Power not serve this second lift station even if now "requested" by the customer.

From: Sims, Sandy (Gulf)  
To: Rogers, Joshua R.  
Subject: Re: Development  
Date: Thursday, November 16, 2017 9:16:37 AM  
Attachments: image001.png  
image002.png  
image003.png  
image004.png  
image005.png

---

Got it. Thanks

Sandy Sims  
Gulf Power

On Nov 16, 2017, at 8:13 AM, Rogers, Joshua R. <JROGERS@southernco.com> wrote:

Sandy,

This is the location that I emailed about St. Joe installing a lift station. We have already been requested and the co-op notified and did not respond.

Thanks,

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
[MyGulfPower.com](http://MyGulfPower.com)  
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[<image001.png>](#) [<image002.png>](#) [<image003.png>](#) [<image004.png>](#) [<image005.png>](#)

From: Aycock, William W.  
Sent: Wednesday, November 15, 2017 9:14 AM  
To: Rogers, Joshua R. <JROGERS@southernco.com>  
Subject: FW: Development

Josh,  
Does this sound like the lift station you mentioned?

Bill

From: Sims, Sandy (Gulf)  
Sent: Wednesday, November 15, 2017 8:46 AM  
To: Aycock, William W. <[w.aycock@southernco.com](mailto:w.aycock@southernco.com)>; Richardson, Michael B. <[MBRICHAR@southernco.com](mailto:MBRICHAR@southernco.com)>  
Subject: Development

On the way to my meeting at the airport this morning I noticed what appears to be a new road being cut on the north side of 388 about a mile west of 77. Since there aren't any distribution lines there I'm thinking it would be a jump ball if it's a development. Could you guys check it out and let me know? It's before our substation.

Thanks!

Sandy Sims  
Gulf Power



**From:** [Sims, Sandy \(Gulf\)](#)  
**To:** [Rogers, Joshua R.](#)  
**Cc:** [Scarborough, Shelley Rockco](#)  
**Subject:** RE: Lift Station at 1900 Hwy 388 W  
**Date:** Monday, January 08, 2018 3:53:44 PM

---

Thanks, Josh. I've received some initial info from Steve about this, and I'll forward this to him for legal advice on next steps.

S

**From:** Rogers, Joshua R.  
**Sent:** Monday, January 08, 2018 2:32 PM  
**To:** Sims, Sandy (Gulf) <[SFSims@southernco.com](mailto:SFSims@southernco.com)>  
**Cc:** Scarborough, Shelley Rockco <[SRSCARBO@southernco.com](mailto:SRSCARBO@southernco.com)>  
**Subject:** FW: Lift Station at 1900 Hwy 388 W

Sandy,

Just received this email and its in reference to the lift station that St. Joe is installing. Since we are intending on serving this load and notified GCEC of the customer request (without a response from GCEC), what do I need to do to respnd, if any, to Peyton's email?

Thanks,

Josh

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** [Peyton Gleaton](#)  
**To:** [Rogers, Joshua R.](#)  
**Cc:** [Peyton Gleaton](#)  
**Subject:** RE: Lift Station at 1900 Hwy 388 W  
**Date:** Tuesday, January 16, 2018 5:13:32 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Joshua,

I believe you are mistaken in suggesting that GCEC has waived any rights with respect to the lift station at 1900 Highway 388W which we were recently requested to serve by Bay County (December 14, 2017) and which GCEC has agreed to serve and advised that it will serve as requested by Bay County. The request to us by Bay County was a bona fide request as of that date for service to that lift station.

Discussion with the County representative revealed that there were two lift station service requests and that Gulf Power had been requested to serve the first which was explained by the County to be close to GP existing line facility but that the second lift station being constructed now (1900 Highway 388) was closer to GCEC facilities and they wanted to know if GCEC would serve this. Again, the response was that GCEC could and would serve this lift station.

Review of the "Procedures and Guidelines" relative to GCEC and GP filed with the Public Service Commission Docket #930885-EU, Amended Order March 26, 2002 confirms that GCEC is entitled to serve this second lift station as requested.

Under Section II, the decision of whether or not a utility can provide electric service as requested is dependent on the size of the load and the difference in the distances between the Point of Deliveries and existing Facilities of the Utilities. Section 2.2 both (a) and (b) (i) are met by GCEC regarding this second lift station (1900) requested for our service. Since Section 2.2 is met GCEC is entitled to serve as requested without application of Section 2.3. This was made known to Bay County on December 15, 2017 that we have three phase facilities 1.5 miles east of the Point of Delivery.

The Point of Delivery for this second lift station is over 3,160 feet closer to GCEC existing facilities than Gulf Power's existing facilities. Therefore, GCEC can agree as it did to provide service as requested and is entitled to this service. In the abundance of caution, however, I went ahead and sent you the email of January 12, 2018. Suffice it to say, if you object to GCEC serving this second lift station as requested just as GP served the first lift station as requested, because of its proximity, then we will need to meet to compare distance and load and cost of service per the Procedure and Guidelines. This is all of the relevant information we believe we have about this request, but if some other becomes available we will provide it to you as it does.

Thank you and let me know when you want to meet to compare,



**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Rogers, Joshua R. [mailto:JROGERS@southernco.com]  
**Sent:** Friday, January 12, 2018 3:25 PM  
**To:** Peyton Gleaton <pgleaton@gcec.com>  
**Subject:** RE: Lift Station at 1900 Hwy 388 W

Mr. Gleaton:

Gulf Power previously received a request for electrical service for the specified location and provided written notice of the same to Gulf Coast Electric Cooperative on October 20, 2017 as required by section 2.3(a) of the parties' territorial agreement. A copy of Gulf Power's 10/20/17 notice is attached for reference. GCEC did not respond to Gulf's notice within the contractual timeframe as required by section 2.3(b) of the parties' agreement and has therefore waived any right to serve the subject location. Moreover, Gulf Power has begun preparations to serve the location and confirmed with the customer that their request for Gulf Power to serve remains in effect. We therefore object to GCEC serving the specified location.

Thanks,

Josh Rogers  
Gulf Power Company • District Engineering Supervisor  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com  
*Stay connected with Gulf Power*



**From:** Peyton Gleaton [mailto:pgleaton@gcec.com]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <JROGERS@southernco.com>  
**Cc:** Peyton Gleaton <pgleaton@gcec.com>  
**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative

provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

***C. Peyton Gleaton Jr., PE***

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax

**From:** [Peyton Gleaton](#)  
**To:** [Sims, Sandy \(Gulf\)](#)  
**Cc:** [Precise, Bridget \(Bridget.Precise@joe.com\)](#)  
**Subject:** RE: Lift Station Service  
**Date:** Tuesday, January 30, 2018 3:40:49 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Dear Ms. Sims:

As a result of a request from Bay County on December 14, 2017, GCEC agreed to serve the subject second lift station and provided initial information regarding service. If your reference to the e-mail from Joshua Rogers to me on October 20, 2017 is to serve as a formal request that complies with and provides Notice under the PROCEDURES AND GUIDELINES FOR AVOIDING FURTHER UNECONOMIC DUPLICATION OF FACILITIES adopted by the Florida Public Service Commission on April 9, 2001 (Order #PSC – 01-0891-PAA-EU; Docket #930885-EU), in all fairness, you must be mistaken. That e-mail does not reference the PSC Order, does not identify the specific customer request or lift station identification and among its obvious failures is the omission of “all relevant information about the request” required to be provided as a integral part of a “Notice” under the PROCEDURES AND GUIDELINES (PSC Order # 01-0891-PAA-EU).

If you did have a request from St. Joe or Bay County before our (GCEC) request in December, it is apparent that it would have to be considered superseded by the request to GCEC as to the second lift station that we honestly determined we were going to serve in December and early January. In any event, as I previously stated – GCEC did not waive and does not waive its right to serve this second lift station or any of its rights under the PROCEDURES AND GUIDELINES of the PSC Order #01-0891A-PAA-EU.

Furthermore, I would point out to you the failure of your letter to address the provisions of the PROCEDURES AND GUIDELINES that prohibits Gulf Power from “agreeing to provide service to this second lift station” as it is a load less than 1000 KVA and Gulf Power’s existing facilities are presently farther than 10,000 feet from the point of delivery (actually over 11,000 feet) on Highway 388 (see Section 2.3 (e)).

Please provide us with all of your communication to, from, between or among Bay County, the St. Joe Company and Gulf Power employees or representatives regarding service to this second lift station and provide all of the rest of the relevant information about the request and service to be provided if service were to be provided by Gulf Power. (See Section 2.3(a)). We look forward to the meeting referenced and anticipated by the PROCEDURES AND GUIDELINES (Order # 01-0891A-PAA-EU) to compare costs and other factors important to this determination of service.

Although no cost comparison is required since Gulf Power’s closest existing facilities are farther than 10,000 feet from the point of delivery as compared with Gulf Coast Electric facility located on the Highway 388 right of way (Section 2.3(e)), in all fairness and to facilitate fairness in this and other processes under the PROCEDURES AND GUIDELINES (Order # 01-0891A-PAA-EU), Gulf



Coast Electric is willing to meet to compare and contrast the required information about this service. Likewise, any meeting is not to be construed as a waiver of Gulf Coast Electric's objection to Gulf Power serving this second lift station also.

Regards,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Sims, Sandy (Gulf) [mailto:SFSims@southernco.com]  
**Sent:** Friday, January 26, 2018 2:11 PM  
**To:** Peyton Gleaton <pgleaton@gcec.com>  
**Cc:** Precise, Bridget (Bridget.Precise@joe.com) <Bridget.Precise@joe.com>  
**Subject:** Lift Station Service

Dear Mr. Gleaton:

I am writing in response to your letter to Ms. Bridget Precise dated January 19, 2018, a copy of which was sent to the attention of Josh Rogers. Gulf Power Company takes issue with several of the assertions contained in that correspondence. As has been noted in previous correspondence, Gulf Power received a request to serve the lift station in October, 2017. Because the load and distance parameters set forth in section 2.2 of the Procedures and Guidelines agreement between Gulf Power and Gulf Coast Electric Cooperative ("GCEC") did not apply, Gulf Power provided notice to GCEC pursuant to Section 2.3(a) of the Procedures and Guidelines. This notice, a copy of which is attached, was sent on October 20, 2017. Under Section 2.3(b) of the Procedures and Guidelines, GCEC had five working days to request a meeting with Gulf Power and/or object to Gulf Power's providing the requested service. GCEC did not respond to Gulf Power's October 20<sup>th</sup> notice. In the absence of a timely response (or no response in this case), the Procedures and Guidelines very clearly provide that "[t]he requested Utility may agree to provide service." As it was clearly permitted to do under the agreement, Gulf Power subsequently agreed to provide service and still intends to honor our customer's request. Bay County and St. Joe Company have confirmed that their request for service from Gulf Power stands.

Putting aside the fact that GCEC has waived any right to object to Gulf Power's provision of service to the subject lift station, we also take issue with your blanket assertion that GCEC has the right to serve the load merely because its facilities are "closer" to the point of delivery. The Procedures and Guidelines specifically allow the requested utility to honor a request for service even if its existing facilities are farther away, if the requested utility's cost of service does not exceed the other utility's cost of service by twenty-five percent (25%). Had GCEC provided a timely response to

Gulf Power's October 20, 2017 notice, the parties would have met to compare costs and make such a determination. While GCEC's existing facilities are "closer" to the point of delivery, there are a variety of factors that are involved in determining cost of service and it may very well be the case that Gulf Power's cost would not exceed the 25% threshold. While such a cost comparison is not required under the present circumstances given GCEC's waiver under Section 2.3(b) of the Procedures and Guidelines, Gulf Power is certainly willing to meet to discuss the same and other matters pertaining to this project. Any such meeting should not be construed as a waiver of Gulf Power's standing objection to GCEC's serving the subject load.

We would be happy to travel to GCEC's offices or host a meeting at one of our facilities. Please forward me a listing of the desired meeting location and several potential dates/times and we will work with our team to coordinate a discussion.

Sincerely,  
Sandy

## Sandy Sims

Gulf Power Company • District General Manager  
Office: 850.872.3297 • Cell: 850.376.8440  
MyGulfPower.com

*Stay connected with Gulf Power*



# EXHIBIT 2



**In the Matter Of:**  
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

---

**C. PEYTON GLEATON, JR.**

*September 04, 2018*

---

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 20180125-EU  
FILED: August 24, 2018

In Re:  
Complaint against Gulf Power Company  
for expedited enforcement of territorial  
order, by Gulf Coast Electric Cooperative,  
Inc.

---

DEPOSITION OF: C. PEYTON GLEATON, JR.  
ON BEHALF OF: Gulf Power Company  
DATE: September 4, 2018  
TIME: 1:00 to 2:02 p.m.  
PLACE: Gulf Coast Electric Cooperative  
722 West Highway 22  
Wewahitchka, Florida 32404  
REPORTED BY: Lisa Patrick  
Notary Public  
State of Florida at large

1 APPEARANCES:

2 Steven R. Griffin, Esq.  
3 BEGGS & LANE, LLP  
4 P.O. Box 12950  
5 Pensacola, Florida 32591-2950  
6 (850)432-2451  
7 srg@beggslane.com

8 ATTORNEY FOR GULF POWER COMPANY

9 D. Bruce May, Jr., Esq.  
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11 315 South Calhoun Street, Suite 600  
12 Tallahassee, Florida 32301  
13 (850)425-5607  
14 bruce.may@hklaw.com

15 ATTORNEY FOR GULF COAST ELECTRIC  
16 COOPERATIVE, INC.

17 J. Patrick Floyd, Esq.  
18 P.O. Box 950  
19 Port St. Joe, Florida 32457-0950  
20 (850)227-7413  
21 j.patrickfloyd@jpatrickfloyd.com

22 ATTORNEY FOR GULF COAST ELECTRIC  
23 COOPERATIVE, INC.

24 ALSO PRESENT:

25 John Bartley, Gulf Coast Electric Cooperative, Inc.  
(Telephonically)

Robert Graves, Public Service Commission

Kurt Schrader, Public Service Commission

Elizabeth Draper, Public Service Commission



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1 MR. GRIFFIN: Let's take a role call on the  
2 telephone first.

3 Kurt, this is Steve Griffin. I heard you  
4 and Robert Graves were on the line. Maybe we  
5 can just go around the phone and let the court  
6 reporter know who is in attendance, and who you  
7 are.

8 MR. SCHRADER: This is Kurt Schrader, Public  
9 Service Commission.

10 MS. DRAPER: This is Elizabeth Draper with  
11 the Public Service Commission.

12 MR. GRAVES: Robert Graves with the Public  
13 Service Commission.

14 MR. GRIFFIN: Kurt, are you expecting  
15 anybody else?

16 MR. SCHRADER: No, we're not.

17 MR. GRIFFIN: Okay. We can get started.

18 COURT REPORTER: Sir, can I swear you in,  
19 please? You do solemnly swear or affirm the  
20 testimony you're about to give in this  
21 proceeding will be the truth, the whole truth,  
22 and nothing but the truth?

23 THE WITNESS: I do.

24 COURT REPORTER: Thank you.

25 C. PEYTON GLEATON, JR.,

1 the witness herein, being first duly sworn, was  
2 examined and testified as follows:

3 DIRECT EXAMINATION

4 BY MR. GRIFFIN:

5 Q Good afternoon, Mr. Gleaton. Would you  
6 please state your full name and your business  
7 address, please?

8 A Charles Peyton Gleaton, Junior. I have to  
9 look at the business card to see the business  
10 address. It's in Southport, Florida.

11 Q Would you mind looking at it?

12 A Gulf Coast Electric Cooperative, 9434  
13 Highway 77, Southport, Florida.

14 Q Thank you, sir. My name is Steven Griffin.  
15 I'm a lawyer with the law firm of Beggs and Lane in  
16 Pensacola, Florida. We've met before. I represent  
17 Gulf Power Company in this proceeding.

18 We are obviously here today for your deposition,  
19 which was noticed previously in Docket 20180125-EU,  
20 in the complaint that is pending before the Public  
21 Service Commission at this point in time.

22 Have you been deposed before?

23 A Yes, once.

24 Q Okay, and what was the nature of that  
25 proceeding?



1           A     It was a lawsuit that Gulf Power -- excuse  
2     me, Gulf Coast was in with an employee.

3           Q     So an employment dispute?

4           A     Uh-huh.

5           Q     How long ago approximately were you deposed?

6           A     Probably four years.

7           Q     Okay. Just some preliminary items. You may  
8     recall this from your previous deposition, but we'll  
9     go ahead and put them out there now.

10          If you could verbalize your responses to my  
11     questions as opposed to nodding your head, that  
12     would make things easier for the court reporter to  
13     transcribe them.

14          Sometimes we have a tendency to nod rather than  
15     answering yes or no, and so if I ask you to do that,  
16     I'm not picking on you, I'm simply trying to keep  
17     the record clear.

18          In that same vein, I will ask a question of you,  
19     stop, and hopefully you will have an answer for my  
20     question, and we will try to avoid speaking over one  
21     another.

22          Again, that makes it difficult for the court  
23     reporter if we're both talking at the same time. So  
24     I will respect that, and hope that you will, too.

25          A     Understood.

1           Q    Okay.  If you need to take a break for any  
2   reason, please feel free to do that.  I do not think  
3   that this is going to take a significant period of  
4   time.

5           A    A lot of the questions that we had were answered  
6   during the course of written discovery in this case.  
7   And so there are a few items that I would like to  
8   explore, but again, I think we would likely be out  
9   of here in one to two hours.

10          In terms of ground rules, the only other rule  
11   that I would ask that you abide by is that if you  
12   don't understand a question that I have asked you,  
13   ask that I clarify it or rephrase it, and I'll do my  
14   best to do that.  Otherwise I'm going to assume that  
15   you understand the question that I've asked, is that  
16   fair?

17          A    Very good.

18          Q    What did you do to prepare for your  
19   deposition in this case?

20          A    I read through my emails.

21          Q    Okay.  Did you review any of the documents  
22   that have been submitted to the Florida Public  
23   Service Commission in this proceeding up to this  
24   date?

25          A    Some, but I couldn't tell you which ones.

1 Q Okay. Have you reviewed the complaint that  
2 was filed by Gulf Coast Electric?

3 A I believe so, yes.

4 Q Have you reviewed the answer that was filed  
5 by Gulf Power Company?

6 A Briefly, yes.

7 Q Have you reviewed the Motion for a Final  
8 Summary Order, which is pending before the  
9 commission right now?

10 A I really can't remember, but probably. yes.

11 Q Okay. Did you have occasion to review the  
12 transcript of the deposition of Gulf Power witness,  
13 Josh Rogers?

14 A Yes.

15 Q And when did you review that deposition  
16 transcript?

17 A Last week.

18 Q Okay. Background information, I assume that  
19 you went to high school, so I'm not going to ask  
20 about that, but if you would, please just briefly  
21 provide a description of your post secondary  
22 education after high school.

23 A I received my bachelor's and later my  
24 master's from Georgia Tech.

25 Q Georgia Tech?



1 A Yes.

2 Q Okay, and what did you receive your  
3 bachelor's degree in?

4 A Electrical engineering.

5 Q And how about your master's?

6 A Electrical engineering.

7 Q Okay, and do you also have your professional  
8 engineering license?

9 A Correct.

10 Q When did you obtain that?

11 A The latest one in Florida, when I moved to  
12 Florida in 2012.

13 Q In 2012?

14 A Yes.

15 Q And prior to your moving to Florida, where  
16 were you licensed as an engineer?

17 A I was licensed in Georgia.

18 Q For how long?

19 A I can't remember exactly when I got it,  
20 probably 2000 and -- maybe 2000.

21 Q Approximately 2000?

22 A Approximately.

23 Q Okay. You are currently the Vice-President  
24 of Engineering for Gulf Coast Electric Cooperative,  
25 is that right?

1 A Correct.

2 Q And you've been in that role for how long?

3 A A little over six year.

4 Q So you started in 2012, upon moving to the  
5 state of Florida?

6 A Yes.

7 Q And who do you report to?

8 A I report to Francis Hinson.

9 Q Okay, and who is Francis Hinson?

10 A He's the Chief Operating Officer.

11 Q Okay. The C.O.O.?

12 A The C.O.O.

13 Q Do you report to the C.E.O. as well?

14 A Not directly.

15 Q Okay. How many direct reports do you have?

16 A Ten.

17 Q And how many individuals are within your  
18 business unit?

19 For example, I'm not sure how you refer to it,  
20 but the engineering department, for lack of a better  
21 term, how many people are employed within the  
22 engineering --

23 A Including myself, 11.

24 Q And so your employment with Gulf Coast  
25 Electric started in 2012?

1 A Correct.

2 Q Have you held any other positions with Gulf  
3 Coast, other than the position of Vice-President of  
4 Engineering?

5 A No.

6 Q And what are your job duties and  
7 responsibilities as the V.P. of Engineering?

8 A Essentially I am over the design of the  
9 electrical system.

10 Q Are there other components to your job?

11 A In what regards?

12 Q Well, let me just hand you a document that  
13 we'll mark as Deposition Exhibit 1.

14 (Deposition Exhibit Number 1 marked for  
15 identification)

16 BY MR. GRIFFIN:

17 Q All right. Mr. Gleaton, I've handed you a  
18 document that appears to be the job description for  
19 your position at Gulf Coast Electric Cooperative.

20 I'll represent to you that this document was  
21 produced to Gulf Power Company, during the course of  
22 discovery.

23 This document was produced in response to item  
24 number nine of Gulf Power's First Request for  
25 Production of Documents. Do you recognize this



1 document?

2 A Yes.

3 Q Okay, and there on the table at the top of  
4 the page, it indicates that the job title is the  
5 Vice-President of Engineering, correct?

6 A Correct.

7 Q And it indicates that your supervisor is the  
8 C.E.O., is that right?

9 A That's what it says, but that's not correct.

10 Q Okay. That needs to be changed?

11 A Correct.

12 Q Okay. On that same table, it indicates that  
13 the draft date for this document is January, 2013,  
14 is that right?

15 A That's what it says, yes.

16 Q And that there was a review date for this  
17 document of January, 2015, is that right?

18 A That's what it says, yes.

19 Q Okay. Do you happen to know whether it's  
20 been amended, or modified since January, 2015?

21 A I do not know, no.

22 Q Okay. For purposes of our discussion here  
23 today, can we assume that this document accurately  
24 describes your current job duties in your role as  
25 V.P.?

1           A     I'd say more or less, yes.

2           Q     Okay, and for those on the phone, it really  
3     has just started pouring rain outside here. I may  
4     just move up, and a little bit closer to the phone.

5           MR. MAY: Do you want to go off the record  
6     for a second, Steve?

7           MR. GRIFFIN: Yes.

8           (Recess Taken)

9           MR. GRIFFIN: All right. Let's go back on  
10    the record.

11   BY MR. GRIFFIN:

12          Q     So picking up where we left off,  
13    Mr. Gleaton, we were reviewing your job description,  
14    and there under the first heading, titled Job  
15    Summary, in the second sentence it indicates, quote,  
16    that you are "Responsible for leading the technical  
17    aspects of planning, design and development of  
18    GCEC's electric distribution system", is that right?

19          A     Correct.

20          Q     And there shortly after that, it indicates  
21    that one of your duties is to ensure that GCEC's  
22    distribution systems are in compliance with  
23    cooperative, governmental and legal guidelines and  
24    standards to ensure both safety and the delivery of  
25    the best possible level of service to cooperative

1 members, is that right?

2 A Yes. But I assume that means national  
3 electric safety code and national electric code.

4 Q That's what you're assuming that means?

5 A Correct.

6 Q That's what you've interpreted that to mean?

7 A That's how I interpret that, yes.

8 Q All right. Let's turn to the second page of  
9 that document, under the heading Reporting  
10 Relationships, and then there's a subheading titled  
11 External, do you see that?

12 A Yes.

13 Q Okay, and there in the first sentence under  
14 that subheading, it indicates that the Manager of  
15 engineering must communicate and coordinate work  
16 with managers and employees of other agencies, such  
17 as PowerSouth, Tyndall Air Force Base, HiLine  
18 Engineering, H-i-L-i-n-e Engineering, and the  
19 Florida Public Service Commission to ensure that  
20 GCEC's system meets all professional and legal  
21 standards, is that correct?

22 A Correct.

23 Q And there under core job functions, in the  
24 first bullet, it indicates that one of your core job  
25 function, functions rather is to manage the day to



1 day operations for the Engineering Department, the  
2 GIS-IT Department and the warehouse, is that right?

3 A Correct.

4 Q And let me back up to the previous sentence  
5 under the subheading External. That references the  
6 Manager of Engineering, is that synonymous with the  
7 Vice-President of Engineering? Is that you?

8 A I would say so, because there's no Manager  
9 of Engineering.

10 Q Okay. So as far as you're concerned, that  
11 is you?

12 A Correct.

13 Q All right. I am now going to hand you a  
14 second document, which we will identify as  
15 Deposition Exhibit Number 2.

16 (Deposition Exhibit Number 2 marked for  
17 identification)

18 BY MR. GRIFFIN:

19 Q And this document is a copy of the Affidavit  
20 that you submitted in this proceeding on June 13th,  
21 2018, is that right?

22 A Correct.

23 Q Do you recognize that document?

24 A Yes.

25 Q All right. I'd ask that you take a look at

1 paragraph three of that document, and read that for  
2 the record, please?

3 A "During the entire time that I have been  
4 employed by GCEC, I have never been designated,  
5 authorized, or appointed by GCEC to receive notice  
6 for any territorial agreement or any other legal or  
7 contractual matters on behalf of GCEC."

8 Q Okay, and prior to October 20th, 2017, have  
9 you ever personally informed anyone at Gulf Power  
10 that you were not authorized or appointed by GCEC to  
11 receive notice under the territorial agreement?

12 A No.

13 Q Are you aware of anyone from Gulf Coast  
14 Electric informing anyone at Gulf Power Company on  
15 or prior to October 20th, 2017, that you were not  
16 authorized to receive notice under the territorial  
17 agreement?

18 A Can you repeat that question?

19 Q Sure.

20 MR. GRIFFIN: Would you read that back,  
21 please?

22 (The record was read as requested.)

23 THE WITNESS: No.

24 BY MR. GRIFFIN:

25 Q Okay. Are you aware of any publically

1 available documents or a platform website for  
2 example, that would put members of the public on  
3 notice, prior to October 20th, 2017, that you were  
4 not authorized to receive notices under the  
5 territorial agreement on behalf of Gulf Coast  
6 Electric Cooperative?

7 A Again, repeat that question.

8 MR. GRIFFIN: Would you read it back,  
9 please?

10 (The record was read as requested.)

11 MR. MAY: I'm going to object to that  
12 question because it is a compound question that  
13 includes terms that are not defined, and are  
14 confusing.

15 MR. GRIFFIN: Okay. Well, we can try to  
16 break it down to help alleviate that confusion.

17 BY MR. GRIFFIN:

18 Q Are you aware of any publically available  
19 document that indicates that you were not authorized  
20 to receive notice under the territorial agreement on  
21 behalf of Gulf Coast Electric Cooperative?

22 A Am I aware of any publically -- public  
23 documentation that I am not authorized to receive  
24 notice?

25 Q Yes, sir.



1           A    No, I'm not aware.

2           Q    All right. Let's look at paragraph eight of  
3   the Affidavit, and there you say that prior to  
4   January, 2018, and I'm quoting, "I was unaware of  
5   any territorial agreement between GCEC and Gulf  
6   Power", is that right?

7           A    Correct.

8           Q    And you stated earlier that you had been  
9   employed by Gulf Coast since 2012, is that right?

10          A    Correct.

11          Q    So I presume at some point in January, 2018,  
12   you did become aware of the existence of the  
13   territorial agreement between the parties, is that  
14   right?

15          A    Aware of a territorial agreement?

16          Q    Yes, sir.

17          A    Ask me that one more time.

18          Q    Sure. So when did you first become aware of  
19   the territorial agreement between the parties?

20               MR. MAY: Objection, that assumes that there  
21   is a territorial agreement between the parties  
22   that he's aware of.

23               MR. GRIFFIN: Well, he says prior to  
24   January, 2018, he was not aware of any  
25   territorial agreement.

1 BY MR. GRIFFIN:

2 Q Are you aware of a territorial agreement  
3 between the parties?

4 A I don't know if that's the correct wording  
5 of it.

6 Q I'm just using your wording here from your  
7 Affidavit.

8 A I understand.

9 Q What did you mean when you referenced  
10 territorial agreement there?

11 A The guidelines and procedures.

12 MR. GRIFFIN: Okay. Bruce, just for  
13 purposes of clarity of the record, can we agree  
14 that when I refer to territorial agreement, that  
15 I'm referring to the procedures and guidelines  
16 agreement that was approved by the commission?

17 MR. MAY: That's fair.

18 BY MR. GRIFFIN:

19 Q Okay. Are you okay with that?

20 A That's good.

21 Q All right. So are you aware of the  
22 existence of a territorial agreement between Gulf  
23 Coast Electric and Gulf Power Company?

24 A Yes.

25 Q When did you first become aware of that

1 territorial agreement?

2 A In January of 2018.

3 Q Okay, and how did you become aware of the  
4 territorial agreement?

5 A How did I become aware? The second email  
6 from Josh Rogers, that I forwarded to -- I'm trying  
7 to remember if I actually forwarded that to the  
8 C.E.O. or not, as well as the C.O.O.

9 Q Are you referring to a January 12th, 2018  
10 email from Josh Rogers to you?

11 A Correct.

12 Q And that was the first instance that you had  
13 become aware of the territorial agreement between  
14 the parties, correct?

15 A That was not the first agreement, but that's  
16 the timeline that I became aware.

17 From that email, I got counsel advice as far as  
18 to what this is about.

19 Q Right, and I will not ask you about any  
20 advice from your counsel, that's privileged  
21 information. But I'm just trying to put some  
22 parameters and timelines around when people realized  
23 things in this case.

24 So January 12th is the date that you became  
25 aware of the existence of a territorial agreement



1 between Gulf Power and Gulf Coast?

2 A Roughly.

3 Q Now, at that point in time, when you  
4 received that email from Mr. Rogers, without going  
5 into any conversations you may have had with your  
6 legal counsel, what did you do?

7 A At that time?

8 Q Yes, sir.

9 A I did forward that to, if I'm correct, the  
10 C.O.O., my immediate supervisor, and the C.E.O., to  
11 discuss with the attorney.

12 Q Okay. In your role as Vice-President of  
13 Engineering, do you have occasion to assist  
14 customers in responding to requests for electrical  
15 service?

16 A My role is more to assist my employees to  
17 assist concerns.

18 Q You're in more of a supervisory capacity, is  
19 that right?

20 A Correct.

21 Q That being said, have there been instances,  
22 on or prior to January, 2018, when you've actually  
23 engaged one on one with customers who are requesting  
24 electric service from Gulf Coast?

25 A Yes.

1 Q Okay, and that's not uncommon, is it?

2 A No.

3 Q I am now going to hand you a third document,  
4 which we will mark as Deposition Exhibit 3.

5 (Deposition Exhibit Number 3 marked for  
6 identification)

7 BY MR. GRIFFIN:

8 Q And this is a copy of what appears to be an  
9 email from yourself to Joshua Rogers at Gulf Power,  
10 dated January 8th, 2018. Do you recognize that  
11 document?

12 A Yes.

13 Q And I'll represent to you that that was  
14 produced by Gulf Coast Electric in response to item  
15 number six of our first request for production of  
16 documents.

17 Could you please read the body of that email  
18 into the record?

19 A "Joshua, please accept this email as notice  
20 that a consumer has requested Gulf Coast Electric  
21 Cooperative provide power to their proposed lift  
22 station at 1900 Highway 388 West in Bay County,  
23 pursuant to section 2.3(a) of our agreement.  
24 Extension of our lines to serve this customer would  
25 not result in any duplication of facilities."

1           Q    So based on your previous testimony that you  
2    had not become aware of the existence of a  
3    territorial agreement between Gulf Power and Gulf  
4    Coast Electric Cooperative until January 12th, 2018,  
5    which agreement are you referring to in this email?

6           MR. MAY:  Objection, you mischaracterized  
7    the testimony of the witness.  The witness said  
8    roughly around January 12th.

9           MR. GRIFFIN:  I don't know that I  
10   mischaracterized his testimony, but I'll  
11   recenter the question in a way hopefully that is  
12   clearer.

13  BY MR. GRIFFIN:

14           Q    You reference section 2.3(a) of our  
15   agreement in this January 8th, 2018 email, do you  
16   not?

17           A    This is a courtesy advisement to Joshua  
18   Rogers.  And actually I copied his email to me on  
19   October the 20th in the wording.

20           Q    So when you're referring to section 2.3(a)  
21   of our agreement, which agreement are you referring  
22   to there?

23           A    Whichever one Josh was referring to.

24           Q    So at the time you drafted this email, you  
25   had not reviewed any territorial agreement --



1           A    I still had not seen any territorial  
2   agreement requesting --

3           Q    Let's stop, because we're talking over one  
4   another.  So let me ask it again.

5           At the time that you sent this email to  
6   Mr. Rogers on January 8th, 2018, you had not  
7   reviewed the territorial agreement between Gulf  
8   Coast Electric and Gulf Power Company, correct?

9           A    Correct.

10          Q    Did anyone at Gulf Coast Electric ask you to  
11   send this notice on January 8th?

12          A    No.

13          Q    Did anyone at Gulf Coast Electric assist you  
14   in preparing the notice?

15          A    No.

16          Q    And at the time that you sent this notice to  
17   Mr. Rogers, you were not aware that Gulf Power  
18   Company had received a request for electrical  
19   service at the lift station identified at the  
20   address that you've included here, correct?

21          A    Correct.

22          Q    Okay.  Your notice doesn't identify the name  
23   of the customer requesting service, does it?

24          A    No, it does not.

25          Q    Your notice does not identify the size of

1 the load to be served, does it?

2 A No, it does not.

3 Q Your notice does not reference the nature of  
4 the agreement referenced in the email, does it?

5 A No, it does not.

6 Q Your notice does not provide Mr. Rogers with  
7 the location of Gulf Coast Electric Cooperative's  
8 nearest existing electrical facilities, does it?

9 A No, it does not.

10 Q Okay. Your notice was sent via email,  
11 correct?

12 A Correct.

13 Q Was it sent via any other meanings? For  
14 example, certified mail?

15 A No.

16 Q Did you send a copy of the notice to the  
17 Beggs and Lane Law Firm, or to Gulf Power Company's  
18 Manager of Rates and Regulatory Matters?

19 A No.

20 Q So I believe you testified earlier that your  
21 work address was 9434 Highway 77 in Southport,  
22 Florida, is that right?

23 A Correct.

24 Q Is that Gulf Coast's Southport office?

25 A Yes.

1 Q And how long have you been officed at that  
2 address?

3 A Six years.

4 Q Since you began in 2012?

5 A Correct.

6 Q And the Southport office, I'll just refer to  
7 it as the Southport office if that's okay, is that  
8 located directly at the intersection of Highway 77  
9 and Highway 388, or Edwards Road?

10 A Yes.

11 Q Okay, and if you know, approximately how  
12 many miles away is the Southport office from the  
13 location of the lift station identified at 119 --  
14 1900 Highway 388 West?

15 A Approximately how far?

16 Q Yes, sir.

17 A I'm guessing three miles.

18 Q Mr. Rogers, I'll tell you that he testified  
19 in his deposition that it was approximately three  
20 point five. So I've not plotted it out, but that's  
21 close.

22 Have you physically visited the lift station  
23 site that is the subject of this dispute?

24 A I've driven by it.

25 Q And when did you first drive by it?



1           MR. MAY: Objection, that question assumes  
2           he was aware of the existence of the lift  
3           station on October 20, 2017.

4           MR. GRIFFIN: Well, that wasn't my question.  
5           I asked him if he had driven by the site. He  
6           said that he had.

7   BY MR. GRIFFIN:

8           Q   And I'm simply asking when that first  
9           occurred, if you know?

10          A   I'd say sometime in January of 2012.

11          Q   Okay.

12          A   As that's my normal route to work, when I  
13          work at Southport.

14          Q   Okay. Do you reside in Bay County?

15          A   No.

16          Q   What county do you reside in?

17          A   Walton.

18          Q   Okay, and so do you traverse Highway 388 to  
19          get to and from work every day?

20          A   When I work in Southport.

21          Q   When you work in Southport?

22          A   Yes.

23          Q   Which is your principal office, correct?

24          A   Correct.

25          Q   And where you have worked since 2012,

1 correct?

2 A That's been my principal office, yes.

3 Q And how long have you resided at your  
4 current address in Walton County?

5 A Since 2016.

6 Q Well, you've indicated that you reviewed the  
7 deposition transcript of Mr. Rogers, correct?

8 A Correct.

9 Q Do you recall Mr. Rogers' testimony that he  
10 also traversed Highway 388 to and from work during  
11 that period of time?

12 I'm sorry, let me clarify. At or around October  
13 of 2017, Mr. Rogers traversed that roadway also, do  
14 you recall that testimony?

15 A Actually, no, I do not. But continue.

16 Q Okay. I've got a copy of his deposition  
17 transcript right here. I'll let you read it.

18 So it begins at page 34 of his deposition where  
19 I've started this highlighting, and runs all the way  
20 to page 36 here.

21 MR. GRIFFIN: And, Bruce, I'm sorry, I  
22 didn't really anticipate using this, so I don't  
23 have a copy for you. But I'll bring it here,  
24 and just put it in between you. This is my  
25 copy.

1 BY MR. GRIFFIN:

2 Q So just begin here, and go all the way up  
3 through page 36, where I indicated.

4 A (Reads transcript).

5 Q So having read the transcript of Mr. Rogers'  
6 deposition, the relevant portions that I identified,  
7 would you agree with me that Mr. Rogers indicated  
8 that at or around a period in early October, as he  
9 was traversing Highway 388, he noticed visible  
10 construction activity on that roadway?

11 A Yes.

12 Q And he noticed that there was a pipeline  
13 contractor, which he identified as Royal American,  
14 that was running a force main along Highway 388,  
15 correct?

16 A Yes.

17 Q And he indicated that that force main  
18 construction began at the intersection of Highway  
19 77, where the Southport office is, and traversed for  
20 a number of miles along Highway 388, correct?

21 A Yes.

22 Q He also indicated that at that period in  
23 time, i.e., October 11, 2017, there were areas for  
24 the footprints of the lift stations, both of them,  
25 on Highway 388 that had been cleared of trees,



1 correct?

2 A There had been an area cleared of trees, but  
3 how can you tell if their lift station was going  
4 there?

5 Q I'm not asking that question, I just asked  
6 if there were areas that were cleared of trees that  
7 were visible from the roadway?

8 A Yes.

9 Q Okay. In your role as V.P. of Engineering  
10 for Gulf Coast Electric, if you're out in the field,  
11 and you notice development activity in an area that  
12 could potentially require electrical service, is  
13 that significant to you in any way?

14 A I'm sorry, will you rephrase that?

15 Q Sure. It was not a clear question.

16 In your role as V.P. of Engineering at Gulf  
17 Coast Electric, if you come across development  
18 activity in an area, and you're not certain of what  
19 it is, do you ever inquire?

20 A On occasions.

21 Q So for example, now if you're out in the  
22 field, just happening upon your day, and you see  
23 what appears to be a new residential development  
24 going in, that you were not aware of previously,  
25 would that be something that you might inquire about

1 because they might need electrical service?

2 A Yes.

3 Q Okay. I'm going to hand you a fourth  
4 document, which we will mark as Deposition Exhibit  
5 4.

6 (Deposition Exhibit Number 4 marked for  
7 identification)

8 BY MR. GRIFFIN:

9 Q All right. This is an email from you to  
10 Francis Hinson dated October 20th, 2017, right?

11 A Correct.

12 Q And in this email, you were forwarding a  
13 copy of Mr. Rogers' October 20th, 2017, email to  
14 yourself, right?

15 A Ask me that one more time.

16 Q Put simply, you received Mr. Rogers' email  
17 on October 20th at 1:21 p.m. central time. Then at  
18 2:18 p.m. central time, you forwarded that to a  
19 Mr. Francis Hinson, correct?

20 A Correct.

21 Q And you testified earlier that Mr. Hinson is  
22 the C.O.O. for Gulf Coast Electric Cooperative, is  
23 that right?

24 A Correct.

25 Q And I assume -- am I correct to assume that

1 as of October 20th, 2017, you reported directly to  
2 Mr. Hinson?

3 A Correct.

4 Q Okay, and there you say, quote, "FYI: This  
5 is on CR388 just east of the airport", close quote,  
6 correct?

7 A Correct.

8 Q Did Mr. Hinson respond to your email?

9 A No.

10 Q Did he have a conversation with you about  
11 it?

12 A He and I had a conversation about it, yes.

13 Q Okay, and what was the nature of that  
14 conversation?

15 A I was not aware of any agreement that we had  
16 with Gulf Power, and I was inquiring to Francis if  
17 he knew of any agreement with Gulf Power.

18 I assumed that the lift station was the one just  
19 immediately after the airport, abutting Gulf Power's  
20 line. I was kind of wondering why Joshua had  
21 emailed me that they planned to serve.

22 Q What did Mr. Hinson say to you, if anything,  
23 in regard to the existence of a territorial  
24 agreement?

25 A He was not aware of any, and asked me to



1 forward him the email.

2 Q Okay. So as of October 20th, 2017, your  
3 C.O.O. was not aware of a territorial agreement  
4 between the parties, is that right?

5 A That's what he indicated to me.

6 Q So the airport that you were referring to  
7 there in your email is the Panama City Airport?

8 A Correct.

9 Q And it's in Bay County, correct?

10 A Correct.

11 Q Okay, and you received the email at 1:21  
12 p.m., is that right?

13 A That's what it says, yes.

14 Q And at 2:18, you had reached the conclusion  
15 that Mr. Rogers was referring to a lift station that  
16 was on County Road 388, just east of the Panama City  
17 Airport in Bay County, Florida, is that correct?

18 A The only lift station that I was aware of  
19 was the one on 388, just immediately east of the  
20 airport, and abutting Gulf Power's line, yes.

21 Q And the lift station that you're referring  
22 to, had that been constructed at that point in time,  
23 in October of 2017?

24 A Yes.

25 Q So there were bricks and mortar on the

1 ground, so to speak?

2 A So to speak.

3 Q Well, I don't want to put words in your  
4 mouth. I mean if you drove by there on  
5 October 20th, 2017, what would you have seen?

6 A If I recall correctly, you would've seen the  
7 lift station itself without electric service yet.

8 Q Okay. Did you do any further research,  
9 between the time that you had received Mr. Rogers  
10 email, and the time that you sent your email to  
11 Mr. Hinson, to determine what exactly Mr. Rogers was  
12 referring to in his email to you?

13 A I briefly glanced at the Bay County Property  
14 Appraiser's map for that parcel number, and saw that  
15 388 ran to that parcel. And so I assumed that my  
16 assumption was correct, and that's the lift station  
17 that he's referring to.

18 Q So you entered the parcel I.D. that  
19 Mr. Rogers provided in his October 20th email into  
20 the Bay County Property Appraiser's website prior to  
21 sending this email to Mr. Hinson?

22 A Either before or right after.

23 Q And you didn't respond to Mr. Rogers' email,  
24 did you?

25 A No.

1 Q You didn't indicate that you were confused  
2 in any way by it, did you?

3 A No.

4 MR. GRIFFIN: That's all I have at this  
5 point.

6 MR. MAY: Kurt, this is Bruce May, do you  
7 all have any questions?

8 MR. SCHRADER: I do not, unless anyone else  
9 does. I think we are set.

10 MR. MAY: I just had a couple of follow-up  
11 questions.

12 CROSS EXAMINATION

13 BY MR. MAY:

14 Q I just want to get some clarification, Mr.  
15 Gleaton, because you and Mr. Griffin had some  
16 interchange about an agreement, a territorial  
17 agreement, and a procedures and guidelines document.  
18 I just want for the record to get very clearly a  
19 clear understanding myself about what your knowledge  
20 was on October 20th, 2017.

21 When you received the email from Mr. Rogers on  
22 October 20, 2017, were you aware of a territorial  
23 agreement --

24 A No.

25 Q Between GCEC and Gulf Power?



1           A    No, I was not.

2           Q    Please let me finish.  As Mr. Griffin, I'd  
3   ask for the same grounds.

4           Were you aware of a procedures and guidelines  
5   document that purported to govern the relationship  
6   between Gulf Power and GCEC?

7           A    No.

8           Q    Can you take a look at Deposition Exhibit  
9   Number 4?  It's one page with two emails.

10          One is the email from Joshua Rogers, dated  
11   October 20, and then there's an email where you  
12   forwarded Mr. Rogers' email to Mr. Hinson, do you  
13   see that?

14          A    Yes.

15          Q    Looking at the email dated October 20, 2017,  
16   from Mr. Joshua Rogers to you, is there any  
17   reference to a territorial agreement in that email?

18          A    There's reference to an agreement, but I  
19   don't know what type of agreement.

20          Q    The question is, is there any reference to a  
21   territorial agreement in that email?

22          A    I can't tell, no.

23          Q    Is there any reference to a procedures and  
24   guidelines document?

25          A    No.

1           Q    Mr. Gleaton, when you read the October 20,  
2   2017, email from Mr. Rogers, what was your immediate  
3   reaction?

4           A    I appreciated him sending the notification  
5   about the lift station. I assumed it was the lift  
6   station on 388, just up under our facility. I was  
7   kind of curious as to why he would notify us -- was  
8   a little bit confused about the agreement. That's  
9   why I talked to my C.E.O., the C.O.O.

10          Q    After you discussed the email from  
11   Mr. Rogers on October 20th with Mr. Hinson, did you  
12   give the October 20th email any more thought?

13          A    Not a second thought.

14          Q    On October 20th, 2017, were you aware that  
15   there was more than one lift station being  
16   constructed, or planned to be constructed along  
17   Highway 388 West?

18          A    Not at that time, no.

19          Q    Were you aware of a lift station that was  
20   under construction along Highway 388 West on  
21   October 20th, 2017?

22          A    Was I aware of a lift station?

23          Q    Yes.

24          A    I was aware of one lift station, yes.

25          Q    And where was that?

1           A     That was on 388, just east of the airport,  
2     directly abutting Gulf Power's line.

3           Q     When did you first learn that there were two  
4     lift stations being planned for construction along  
5     Highway 388 West?

6           A     When I received a phone call from Don Hamm  
7     with Bay County, inquiring if we could serve the  
8     lift station at 1900 West Highway 388.

9           Q     Did Mr. Hamm provide the physical address  
10    for the lift station that he requested service to?

11          A     Yes, he did.

12          Q     And what was that physical address?

13          A     There was actually two of them that he  
14    inquired about. And he assumed that Gulf Power was  
15    going to serve one of them, and asked if we could  
16    serve the one at 1900. I can't remember the address  
17    of that.

18          Q     Was the other one, to your knowledge, was it  
19    3815 West Highway 388?

20          A     That sounds correct, yes.

21          Q     And is the 3815 Highway 388 West lift  
22    station, is that the lift station that you assumed  
23    that Mr. Rogers' email was referring to?

24          A     Yes.

25          Q     Did Mr. Rogers' October 20 email let you



1 know that there was a second lift station?

2 A It did not.

3 Q Did Mr. Rogers' October 20 email  
4 differentiate between the lift station at 3815  
5 Highway 388 West, and the lift station at 1900  
6 Highway 388 West?

7 A It did not.

8 Q Can you take a look at Deposition Exhibit  
9 Number 4 one more time?

10 A Okay.

11 Q Mr. Rogers makes reference to a parcel  
12 number in his email, is that correct?

13 A Correct.

14 Q As an engineer, is a parcel number without  
15 an associated county a valid location?

16 A No.

17 Q Did anything in your review of the Bay  
18 County website lead you to believe that the lift  
19 station referenced in the October 20 email was not  
20 the lift station just east of the airport,  
21 immediately abutting Gulf Power's facilities?

22 A No.

23 Q Did anything in the October 20 email from  
24 Mr. Rogers alert you that you needed to respond  
25 within five days, or run the risk of waiving GCEC's

1 right to serve?

2 A No.

3 Q Did the October 20, 2017, email mention  
4 anything about a deadline by which you needed to  
5 respond?

6 A No.

7 Q Mr. Gleaton, you said that you first learned  
8 that there were two lift stations along Highway 388  
9 West when Mr. Hamm, with Bay County, called you on  
10 December 14, is that correct?

11 A That's correct.

12 Q Did Mr. Hamm request that GCEC serve the  
13 lift station at 1900 Highway 388 West?

14 MR. GRIFFIN: Bruce, I'm going to interpose  
15 an objection at this point. I've remained  
16 silent, and provided what I thought was a fair  
17 amount of latitude for clarity of the record.  
18 But now we're straying off to issues that are  
19 far beyond the sufficiency of the notice, as  
20 limited by the procedural order in this case.  
21 So I'm objecting.

22 MR. MAY: Deposition noted. We're  
23 definitely focusing on the sufficiency of  
24 notice, because the notice goes to the physical  
25 addresses of the lift station in question.

1 BY MR. MAY:

2 Q When Mr. Hamm made the request for service,  
3 did he provide a physical address for the lift  
4 station?

5 A In his emails, yes.

6 Q And what was that physical address?

7 A The 3815, is that correct, Highway 388 West,  
8 and 1900 Highway 388.

9 Q Was he requesting that GCEC serve the 3815  
10 lift station, or the 1900 lift station?

11 A No, he assumed that Gulf Power would serve  
12 the 3815.

13 He was requesting that Gulf Coast Electrical  
14 Cooperative serve the 1900 388.

15 Q Now, let's turn back to Deposition Exhibit  
16 Number 4. Did Mr. Rogers email to you of  
17 October 20, 2017, provide a physical address?

18 A No.

19 Q In terms of locating the lift station in  
20 question, when Mr. Hamm requested service, did  
21 Mr. Hamm or Bay County provide GCEC with any written  
22 information?

23 A Yes.

24 Q And was that written information in the form  
25 of emails?



1 A Correct.

2 Q And documents attached to emails?

3 A Correct.

4 Q I'm going to identify Deposition Exhibit  
5 Number 5.

6 (Deposition Exhibit Number 5 marked for  
7 identification)

8 BY MR. MAY:

9 Q Now, you indicated that when Mr. Hamm with  
10 Bay County requested service from GCEC to serve the  
11 lift station at 1900 Highway 300 West -- 388 West,  
12 Bay County provided you with information, is that  
13 correct?

14 A Correct.

15 Q And did GCEC provide any information to Bay  
16 County regarding Bay County's request for service?

17 A Yes.

18 Q Looking at what's been marked as Deposition  
19 Exhibit Number 5, can you turn to page 8-012?

20 And this is documents that GCEC has provided to  
21 Gulf Power in response to Gulf Power's Request for  
22 Production of Documents, number eight.

23 A Okay.

24 Q At the top of the page 8-012, there's an  
25 email from Mr. Hamm with Bay County to you, do you

1 see that?

2 A Yes.

3 Q Can you read that email for the record?

4 A "Peyton, attached is the info for the two  
5 lift stations on SR388. Please let me know if you  
6 need any more info. Thanks, Don."

7 Q I'm going to identify a document and mark it  
8 as Deposition Exhibit Number 6.

9 (Deposition Exhibit Number 6 marked for  
10 identification)

11 BY MR. MAY:

12 Q Mr. Gleaton, have you had a chance to review  
13 this document?

14 A Yes.

15 Q Can you describe what this document is?

16 A It's a 911 address for the two lift  
17 stations, plus an electrical and mechanical diagram  
18 of the lift stations.

19 Q Is this the information that Don Hamm  
20 attached his email to you, dated December 14?

21 A Yes.

22 Q Which is marked as Deposition Exhibit Number  
23 5?

24 A Yes.

25 MR. GRIFFIN: Bruce, was this document

1 produced to Gulf Power Company in response to  
2 our discovery request?

3 MR. MAY: I think it was.

4 MR. GRIFFIN: I don't think I've seen it.

5 MR. MAY: If not, we're clarifying that we  
6 wanted to provide the attachments.

7 MR. GRIFFIN: Okay.

8 BY MR. MAY:

9 Q On the second page of what's been marked as  
10 Deposition Exhibit Number 6, page two, what is that  
11 reference to 1900 Highway 388 West?

12 A Repeat the question.

13 Q Yes. What is the purpose of this letter  
14 from Bay County Builders Services to St. Joseph Land  
15 and Development Company?

16 A This is a physical address for the location.

17 Q The location of what?

18 A The lift station.

19 Q Was that the lift station that you were  
20 requested to serve?

21 A Correct.

22 Q Again, did Mr. Rogers' email of October 20,  
23 2017, provide that physical address verification?

24 A No, it did not.

25 Q On page three of what's been marked as



1 Deposition Exhibit 6 --

2 A Yes.

3 Q Can you describe what that is?

4 A It's an electrical riser diagram.

5 Q And what did you use this electrical diagram  
6 information for?

7 A Sizing load.

8 Q Sizing the load for what?

9 A Sizing the load for the lift station.

10 Q What lift station?

11 A This actually is diagramming the work for  
12 either lift station, but I used it for the 1900  
13 Highway 388 West lift station.

14 Q Did Mr. Rogers' email of October 20, 2017,  
15 provide this kind of electrical information to you?

16 A No, it did not.

17 Q Mr. Gleaton, I want to refer you back to  
18 your email of January 8, 2018, to Mr. Joshua Rogers,  
19 marked as Deposition Exhibit Number 3.

20 In response to a question from Mr. Griffin, you  
21 stated that you simply copied Mr. Rogers'  
22 October 20, 2017, email, do you recall that?

23 A Yes.

24 Q Can you explain what motivated you to copy  
25 Mr. Rogers' email of October 20?

1           A    I assumed that Mr. Rogers had just given me  
2    courtesy notice, courtesy advisement of the lift  
3    station he intended to serve. And likewise, I  
4    provided similar notification to him of the lift  
5    station we intended to serve.

6           Q    Now, when you say copied, I don't see where  
7    Mr. Rogers' October 20, 2017, email identified the  
8    physical location of the lift station?

9           A    It did not.

10          Q    But your email to Mr. Rogers on January 8th  
11    did?

12          A    Correct.

13          Q    In response to Mr. Griffin's question,  
14    Mr. Gleaton, you stated that you never responded to  
15    Mr. Rogers' October 20 email, is that right?

16          A    Correct.

17          Q    By not responding to Mr. Rogers' October 20  
18    email, did you intend for GCEC to waive any rights  
19    it had to serve the lift station, referenced in  
20    Rogers' email?

21          A    No.

22               MR. MAY: That's all the questions I have.

23               MR. GRIFFIN: I don't have any more  
24    questions. I think that would conclude the  
25    deposition. We'd like to order a copy of it.

1 Kurt, everybody on the phone, I think we're  
2 ready to conclude, if you are.

3 MR. SCHRADER: Yeah, we're all set.

4 MR. GRIFFIN: Thank you, very much.

5 MR. MAY: Thank you.

6 COURT REPORTER: Mr. May, does your client  
7 with to read or waive?

8 MR. MAY: We'd like to read.

9 COURT REPORTER: Would you like a copy of  
10 the deposition as well? He has ordered it.

11 MR. MAY: We need it as well. We've got a  
12 brief due, I think a week from today actually.

13 COURT REPORTER: So I'll forward you a copy.

14 MR. MAY: That'd be nice.

15 MR. GRIFFIN: What is the turnaround you can  
16 give me on this? I've got a brief due on the  
17 11th, so I need it as soon as I can.

18 COURT REPORTER: By Friday, the 7th, or do  
19 you need it sooner?

20 MR. GRIFFIN: Sooner.

21 COURT REPORTER: I can get it by tomorrow?

22 MR. GRIFFIN: Yeah. I mean the expedited  
23 fee is fine.

24 COURT REPORTER: Okay. Thank you.

25 (Deposition concluded.)



1                   Stewart & Shoman Reporting  
2                   2101 Northside Drive, Unit 203  
3                   Panama City, Florida 32405

4                   September 5, 2018

5                   D. Bruce May, Jr.  
6                   Holland & Knight  
7                   315 South Calhoun Street  
8                   Suite 600  
9                   Tallahassee, Florida 32301

10                  RE: Complaint against Gulf Power Company for  
11                  expedited enforcement of territorial order, by Gulf  
12                  Coast Electric Cooperative, Inc.

13                  Dear Mr. May:

14                  Attached please find your copy of the deposition of  
15                  C. PEYTON GLEATON, JR., which was taken in the  
16                  above-styled cause on September 4, 2018.

17                  After the witness has completed the Errata Sheet,  
18                  please return it for inclusion in the original  
19                  transcript. It is suggested that the review of this  
20                  transcript be completed within 30 days of your  
21                  receipt of this letter, as considered reasonable  
22                  under Federal Rules; however, there is no Florida  
23                  Statute to this regard.

24                  The original of this transcript has been forwarded  
25                  to the ordering party and your errata, once  
                    received, will be forwarded to all ordering parties  
                    for inclusion in the transcript.

                    Sincerely,

                    Lisa Patrick

                    cc: Steven R. Griffin, Esq.

                    Waiver: I, \_\_\_\_\_, hereby waive the  
                    reading & signing of my deposition transcript.

                    \_\_\_\_\_  
                    Deponent Signature

\_\_\_\_\_  
Date

1 Please attach to the September 4, 2018, deposition  
2 of C. PEYTON GLEATON, JR., in the Complaint against  
3 Gulf Power Company for expedited enforcement of  
4 territorial order.

5 INSTRUCTIONS: Please read the transcript of your  
6 deposition and make note on this page of any  
7 changes. Do not mark on the transcript itself.  
8 Please sign and date this sheet.

9 ERRATA SHEET

10	PAGE	LINE	ERROR OR AMENDMENT	REASON
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____

21 Under penalties of perjury, I declare that I have  
22 read my deposition and that it is true and correct  
23 subject to any changes in form or substance entered  
24 here.

25 \_\_\_\_\_  
DATE C. PEYTON GLEATON, JR.

CERTIFICATE OF OATH

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STATE OF FLORIDA                   )  
COUNTY OF BAY                   )

I, the undersigned authority, certify that C. PEYTON  
GLEATON, JR., personally appeared before me on the  
4th day of September, 2018, and was duly sworn.

WITNESS my hand and official seal this 5th day of  
September, 2018.



---

LISA PATRICK, COURT REPORTER  
Notary Public - State of Florida  
My Commission No. GG2815  
Expires: July 1, 2020





1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA )

3 COUNTY OF BAY )

4

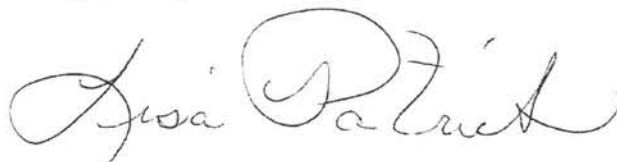
5 I, Lisa Patrick, Court Reporter, do hereby certify  
6 that I was authorized to and did stenographically  
7 report the deposition of C. PEYTON GLEATON, JR.;  
8 that a review of the transcript was requested; and  
9 that the foregoing transcript, pages 1 through 51,  
10 is a true and complete record of my stenographic  
11 notes.

12 I FURTHER CERTIFY that I am not a relative,  
13 employee, or attorney, or counsel of any of the  
14 parties, nor am I a relative or employee of any of  
15 the parties' attorney or counsel connected with the  
16 action, nor am I financially interested in the  
17 action.

18 DATED this 5th day of September, 2018, at Panama  
19 City, Bay County, Florida.

20

21



22

Lisa Patrick

23

24

25

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<b>stations</b> 29:24 38:4 40:8 43:5,17,18	<b>territorial</b> 16:6,11,16 17:5,20 18:5,13,15,19, 21,25 19:2,10,14,22 20:1,4,13,25 23:3,25 24:1,7 32:23 33:3 35:16,22 36:17,21	<b>understanding</b> 35:19	<b>year</b> 10:3
<b>Steve</b> 4:3 13:6	<b>testified</b> 5:2 25:20 26:18 31:21	<b>Understood</b> 6:25	<b>years</b> 6:6 26:3
<b>Steven</b> 5:14	<b>testimony</b> 4:20 23:1,7, 10 28:9,14	<b>unit</b> 10:18	
<b>stop</b> 6:19 24:3	<b>That'd</b> 47:14	<b>V</b>	
<b>straying</b> 40:18	<b>things</b> 6:12 20:23	<b>V.P.</b> 11:7 12:25 30:9,16	
<b>subheading</b> 14:10,14 15:5	<b>thought</b> 37:12,13 40:16	<b>valid</b> 39:15	
<b>subject</b> 26:23	<b>time</b> 5:21 6:23 7:4 16:3 18:17 21:3,7 23:24 24:5,16 28:11 29:23 31:15,17,18 33:22 34:9, 10 37:18 39:9	<b>vein</b> 6:18	
<b>submitted</b> 7:22 15:20	<b>timeline</b> 20:16	<b>verbalize</b> 6:10	
<b>sufficiency</b> 40:19,23	<b>timelines</b> 20:22	<b>verification</b> 44:23	
<b>Summary</b> 8:8 13:15	<b>title</b> 12:4	<b>Vice-president</b> 9:23 11:3 12:5 15:7 21:12	
<b>supervisor</b> 12:7 21:10	<b>titled</b> 13:14 14:10	<b>visible</b> 29:9 30:7	
<b>supervisory</b> 21:18	<b>today</b> 5:18 12:23 47:12	<b>visited</b> 26:22	
<b>swear</b> 4:18,19	<b>tomorrow</b> 47:21	<b>W</b>	
		<b>waive</b> 46:18 47:7	





# Gulf Coast Electric Cooperative

A Touchstone Energy® Cooperative

## JOB DESCRIPTION

JOB TITLE	Vice President of Engineering	# EMPLOYEES SUPERVISED	One or more direct report; others with matrixed tasks
DEPT	Engineering	LOCATION	All locations
STATUS	Full Time, Exempt	SUPERVISOR	CEO
DRAFT DATE	January 2013	REVIEW DATE:	January 2015

### JOB SUMMARY

Follows and promotes workplace safety in the organization. Assists with the utility privatization contract at Tyndall Air Force Base when needed. Responsible for leading the technical aspects of planning, design and development of GCEC's electric distribution system. Responsible for leading a team of employees to maintain the technical support systems for GCEC's efficient operation. Responsible for the inventory of the warehouse. Ensures GCEC's distribution systems are in compliance with cooperative, governmental and legal guidelines and standards to ensure both safety and the delivery of the best possible level of service to cooperative members. Employee can be called in to work at any time. Performs other duties as assigned.

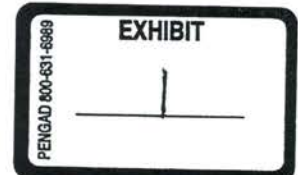
### EDUCATION AND EXPERIENCE REQUIREMENTS

Education	Bachelor's degree in Electrical Engineering or related discipline; PE Certification required.
Related Experience	Five to ten years of experience supervising and performing operations in electric distribution systems. Experience with water distribution systems is not required, but is preferred.
Other	Must have the ability to pass Gulf Coast Electric Cooperative's employment entrance examination and drug screen. Must have the flexibility to work varied hours, including after normal hours.

### REQUIRED LICENSES/CERTIFICATIONS

- Must have the ability to obtain and maintain a valid Florida Driver's License.
- P.E. Certification.
- Able to obtain TAFB Security Clearance.

VICE PRESIDENT OF ENGINEERING





## **REPORTING RELATIONSHIPS**

### **Internal:**

Two-way communication with CEO/GM on work related plans and approvals to receive direction and guidance as needed for performance improvement. This person will also have to coordinate work with and provide general direction to subordinate supervisors, staking engineers or electrical engineers. This person must also be able to coordinate work within the Engineering Department, as well as across other departments.

### **External:**

Manager of Engineering must communicate and coordinate work with managers and employees of other agencies, such as PowerSouth, Tyndall Air Force Base, HiLine Engineering and the Florida Public Service Commission to ensure that GCEC's system meets all professional and legal standards. This person must demonstrate the awareness that the job exists to effectively serve each and every member and take every opportunity to increase member and public understanding for support of the Cooperative.

## **CORE JOB FUNCTIONS**

- Manages the day-to-day operations for the Engineering Department, GIS-IT department and the warehouse.
- Writes, plans and conducts studies consistent with and for the execution of GCEC's four-year construction work plan. This includes providing oversight on the completion of construction and maintenance plans for the distribution systems, which includes problem-solving, balancing efficiency and cost effectiveness and ensuring the highest possible service to members. This also includes approving cost justifications, variance requests and recommending Capital Projects to be completed, deferred and/or canceled.
- Manages the TWACs system, including planning TWACs installations, ensuring plans can be supported by the infrastructure and monitoring the efficiency of the system.
- Supervises the management of the distribution system's substations, along with planning and justifying new substations.
- Directs the completion of feasibility studies, regulatory reports or other documentation related to the distribution system for both internal use and external reporting.
- Ensures the local inspection program is properly administered.
- Ensures that the cooperative's computer systems (network, GIS mapping, data relay systems) are functioning properly to ensure adequate support of the cooperative service delivery and daily operations.
- Ensure the security of GCEC's data.
- Ensures that the warehouses are properly supplied for current and upcoming projects, forecasting ideal times to purchase supplies based on need and the market.
- Ensures proper inventorying and accountability for materials in the warehouse, including fuel.
- Supervises the purchase and distribution of all materials.
- Maintains Continuing Property records.



- Generates RFPs/SOWs to solicit bids from potential contractors to provide support services to the department/cooperative; reviews bids to determine the best quality of service at the most competitive price.
- Manages the execution of contracts and joint-use agreements between the cooperative and contractors to ensure proper delivery of service, adherence to the statement of work, the quality of deliverables and proper billing.
- Participates with CEO/GM in the development of broad objectives, policies and plans for the development and operations of the cooperative.
- Receives, investigates and responds to member complaints or inquiries regarding the quality of service/products, service disruptions or GCEC's employee or subcontractor, job performance.
- Accurately presents the systems' financial data to the Accounting Department and reviews actual accounting data compared to budgeted data on a monthly basis.
- Assists the CEO/GM in the preparation of the annual budget.
- Attends conferences, seminars and meetings that will provide for acquiring knowledge of new or improved design, construction, operating, IT and safety methods and equipment for the cooperative.
- Supervises assigned employees by setting performance expectations, providing constructive feedback and managing performance.
- Fosters employee development and ensure adequate training is provided to achieve appropriate skill levels and proficiency for conducting all operational tasks.
- Leads and participates in staff meetings.
- Reviews and approves invoices, timesheets and purchase orders.
- Follows and enforces all of GCEC's safety policies and procedures.
- Performs other duties as assigned.

#### **REQUIRED KNOWLEDGE**

- **Engineering** — Expert knowledge of principles related to the planning and maintenance of electric distribution systems. Familiarity with or the ability to learn, the principles related to the planning and maintenance of water distribution systems.
- **English Language** — Knowledge of the structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- **Law and Government** — Knowledge of state/federal laws and codes related to electric and/or water distribution systems, especially those related to the environment; knowledge of relevant sections of Florida Administrative Code; knowledge of relevant DOT guidelines; familiarity with and ability to reference NESC; knowledge of related OSHA standards.
- **Agency Specific (not required at time of hire)** — Knowledge of GCEC's policies and procedures, including GCEC's safety manual. In-depth knowledge of GCEC's distribution system. Understanding of the operations and maintenance of the water and electrical distribution system at Tyndall AFB.
- **Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods and coordination of people and resources.

#### **REQUIRED SKILLS**

- **Reading Comprehension** — Understanding written sentences and paragraphs in work-related documents.
- **Speaking** — Talking to others to convey information effectively.
- **Writing** — Communicating effectively in writing as appropriate for the needs of the audience.



- **Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- **Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- **Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- **Coordination** — Adjusting actions in relation to others' actions.
- **Monitoring** — Monitoring/Assessing performance of yourself, other individuals or organizations to make improvements or take corrective action.
- **Time Management** — Managing one's own time and the time of others.
- **Systems Analysis** — Determining how a system should work and how changes in conditions, operations and the environment will affect outcomes.
- **Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- **Instructing** — Teaching others how to do something.
- **Management of Personnel Resources** — Motivating, developing and directing people as they work, identifying the best people for the job.
- **Negotiation** — Bringing others together and trying to reconcile differences.
- **Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.
- **Operations Analysis** — Analyzing needs and product requirements to create a design.
- **Persuasion** — Persuading others to change their minds or behavior.
- **Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.
- **Strategic Thinking** — Proactively identifying problems, solutions and courses of action with an awareness of future needs and challenges, while maintaining a vision of the Cooperative's goals and vision.
- **Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
- **Service Orientation** — Actively looking for ways to help people.
- **Management of Financial Resources** — Determining how money will be spent to get the work done and accounting for these expenditures.
- **Management of Material Resources** — Obtaining and seeing to the appropriate use of equipment, facilities and materials needed to do certain work.
- **Quality Control Analysis** — Conducting tests and inspections of products, services or processes to evaluate quality or performance.
- **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.

### REQUIRED ABILITIES

- **Written Comprehension** — Ability to read and understand information and ideas presented in writing.
- **Oral Comprehension** — Ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Oral Expression** — Ability to communicate information and ideas in speaking so others will understand.
- **Written Expression** — Ability to communicate information and ideas in writing so others will understand.



- **Deductive Reasoning** — Ability to apply general rules to specific problems to produce answers that make sense.
- **Problem Sensitivity** — Ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Speech Clarity** — Ability to speak clearly so others can understand you.
- **Inductive Reasoning** — Ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- **Information Ordering** — Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
- **Speech Recognition** — Ability to identify and understand the speech of another person.
- **Near Vision** — Ability to see details at close range (within a few feet of the observer).
- **Fluency of Ideas** — Ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness or creativity).
- **Category Flexibility** — Ability to generate or use different sets of rules for combining or grouping things in different ways.
- **Originality** — Ability to come up with unusual or clever ideas about a given topic or situation or to develop creative ways to solve a problem.
- **Selective Attention** — Ability to concentrate on a task over a period of time without being distracted.
- **Far Vision** — Ability to see details at a distance.
- **Flexibility of Closure** — Ability to identify or detect a known pattern (a figure, object, word or sound) that is hidden in other distracting material.
- **Perceptual Speed** — Ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.
- **Time Sharing** — Ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch or other sources).
- **Mathematical Reasoning** — Ability to choose the right mathematical methods or formulas to solve a problem.
- **Memorization** — Ability to remember information such as words, numbers, pictures and procedures.
- **Number Facility** — Ability to add, subtract, multiply or divide quickly and correctly.
- **Speed of Closure** — Ability to quickly make sense of, combine and organize information into meaningful patterns.
- **Visualization** — Ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.

## **KEY RESPONSIBILITIES**

### **Incumbent MUST:**

- Commit to working 40+ hours per week.
- Be able to perform the following physical requirements for this position including but not limited to: standing, walking, lifting, bending, pulling and/or pushing, grasping, reaching, stooping and crouching, sitting, typing, reading, writing, color determination, speaking and listening for extended periods of time and other defined light work.
- Work effectively with a work group or team.
- Be able to have constructive face-to-face discussions.

- Maintain frequent, professional contact with others.
- Have a high degree of accuracy and work with minimal error.
- Be able to compose effective letters and memos.
- Be able to manage time effectively to meet deadlines.
- Be able to make decisions that may impact the cooperative or others.
- Be able to make quick, accurate decisions.
- Be responsible for individual outcomes and results.
- Coordinate, monitor and lead others.
- Provide exceptional member service.
- Be able to effectively handle and solve conflict situations.
- Be responsible for the overall health and safety of others.

## **TOOLS/TECHNOLOGY USED**

### ***TOOLS***

- Desktop computers
- Fax machines
- Laser printers
- Notebook computers — Laptop computers
- Cell Phone
- Photocopiers
- Special purpose telephones — Multi-line telephone systems

### ***TECHNOLOGY***

- **ATS – CIS, FIS**
- **Compliance Software** — Aris Global Register; MediRegs Regulation and Reimbursement Suite; SAP EHS Management; Thomson Reuters Liquent InSight Suite
- **Computer Aided Design (CAD) Software** – Autodesk, AutoCAD, MilSoft, LightTable
- **Electronic Mail Software** — Microsoft Outlook
- **Internet Browser Software** — Web browser software
- **Map Creation Software** – GIS software
- **Operating System Software** — Microsoft Windows
- **Spreadsheet Software** — Microsoft Excel
- **Word Processing Software** — Microsoft Word

## **WORKING CONDITIONS**

Work will take place mostly in an office environment. Incumbents will have some exposure to field elements that may or may not include: severe weather, contaminants and loud/distracting noises. Manager, Engineering will be required to work outside normal working hours in emergency situations and be available on a 24-hour basis in case situations arise that need his/her attention.



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Gulf Coast Electric  
Cooperative, Inc. against Gulf Power  
Company for violation of a territorial  
order.

Docket No: 20180125-EU

Filed: June 13, 2018

AFFIDAVIT OF C. PEYTON GLEATON, JR.

Before me, the undersigned authority, personally appeared C. Peyton Gleaton, Jr., who after being sworn, deposes and says as follows:

1. My name is C. Peyton Gleaton, Jr. I am over 18 years of age and in all other respects competent to testify. My statements are based on personal knowledge.
2. Since 2012, I have been employed by Gulf Coast Electric Cooperative, Inc. ("GCEC") as Vice President of Engineering.
3. During the entire time that I have been employed by GCEC, I have never been designated, authorized, or appointed by GCEC to receive notice for any territorial agreement or any other legal or contractual matter on behalf of GCEC.
4. I have never had any communication with, to, or from Joshua Rogers of Gulf Power Company ("Gulf Power") until I discovered an email from him on October 20, 2017, that Gulf Power attaches to its answer.
5. At the time I discovered the email from Mr. Rogers, I was unaware that any territorial agreement or any other agreement existed between GCEC and Gulf Power.
6. Nothing in Mr. Rogers' email in any way informed me that I was expected to respond to Mr. Rogers or Gulf Power within 5 days.





7. By not responding to Mr. Rogers' email, it was never my intent to waive or relinquish GCEC's right to serve the lift station. I certainly have no authority to waive or relinquish any right belonging to GCEC.

8. Prior to January 2018, I was unaware of any territorial agreement between GCEC and Gulf Power.

9. On December 14, 2017, I received a request from Don Hamm of Bay County, Florida (the customer), for GCEC to serve a lift station identified as being located at 1900 Highway 388 West in Bay County, Florida. During my conversations with Mr. Hamm, I also learned that Bay County intended to request that Gulf Power serve another lift station located at 3815 Highway 388 West, just east of the Northwest Florida Beaches International Airport, which was much closer to Gulf Power's facilities than to GCEC's facilities.

10. Upon receipt of the request from the customer for service to the lift station identified as being located at 1900 Highway 388 West, I promptly calculated the distance of the lift station to be located at 1900 Highway 388 West from GCEC's facilities and from Gulf Power's facilities, and concluded that GCEC's facilities were much closer to the lift station than those of Gulf Power and that it was therefore reasonable to expect that GCEC would serve this lift station. I also began working up all of the information and agreements required to serve the lift station. On December 15, 2017, I advised the customer that GCEC would serve this lift station as requested.

11. The customer request I received on December 14, 2017, for a lift station referenced at 1900 Highway 388 West was the first knowledge I had regarding service being requested or needed at that address.

12. After learning on December 14, 2017, that the customer intended to request Gulf Power to serve another lift station located at 3815 Highway 388 West, as a courtesy, I sent an email to Gulf Power on January 8, 2018, regarding the customer's request for GCEC to serve the lift station at 1900 Highway 388 West.

13. On January 12, 2018, I was advised by Gulf Power that Gulf Power had been requested to serve the lift station identified as being located at 1900 Highway 388 West. Prior to that time, I had no knowledge or information that a request had been made of Gulf Power to serve the lift station identified as being located at 1900 Highway 388 West.

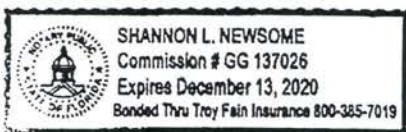
FURTHER AFFIANT SAYETH NOT.

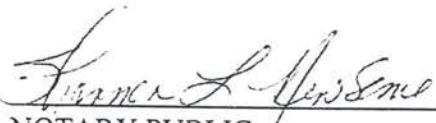
By:

  
C. PEYTON GLEATON, JR.

STATE OF FL  
COUNTY OF Bay

Sworn and subscribed before me, at the time of notarization, by C. Peyton Gleaton, Jr., who is ✓ personally known to me or \_\_\_\_\_ produced a valid form of identification, this 13th day of June, 2018.



  
NOTARY PUBLIC  
Shannon L Newsome  
[Print Name]

My Commission Expires: December 13 2020

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Monday, January 8, 2018 2:09 PM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Cc:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Lift Station at 1900 Hwy 388 W

Joshua,

Please accept this email as notice that a consumer has requested Gulf Coast Electric Cooperative provide power to their proposed lift station at 1900 Hwy 388W in Bay County, pursuant to section 2.3(a) of our agreement. Extension of our lines to serve this customer would not result in any duplication of facilities.

Thank you,

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax





## Steven R. Griffin

---

**From:** Peyton Gleaton <pgleaton@gcec.com>  
**Sent:** Friday, October 20, 2017 2:18 PM  
**To:** Francis Hinson  
**Subject:** Fwd: Electrical Service Request  
**Attachments:** image001.png; image002.png; image003.png; image004.png; image005.png

FYI: This is on CR388 just east of the airport.

PG

Sent from my iPhone

Begin forwarded message:

**From:** "Rogers, Joshua R." <JROGERS@southernco.com>  
**Date:** October 20, 2017 at 1:21:44 PM CDT  
**To:** "pgleaton@gcec.com" <pgleaton@gcec.com>  
**Subject:** Electrical Service Request

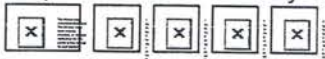
Mr. Gleaton,

Pursuant to section 2.3(a) of the agreement between Gulf Power and GCEC, I am notifying GCEC of a customer's request for electrical service from Gulf Power for a new lift station on parcel 26597-000-000. Construction would not result in any duplication of facilities.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
[MyGulfPower.com](http://MyGulfPower.com)

*Stay connected with Gulf Power*



From: Peyton Gleaton [mailto:pgleaton@gcec.com]  
Sent: Friday, December 15, 2017 8:28 AM  
To: Donald Hamm <dhamm@baycountyfl.gov>  
Cc: Francis Hinson <fhinson@gcec.com>; Shannon Hill <shill@gcec.com>; Tony Morrell <tmorrell@gcec.com>; Peyton Gleaton <pgleaton@gcec.com>  
Subject: RE: Hwy 388 Lift Stations

Thanks, Don!

Gulf Coast Electric Cooperative has three-phase facilities on SR388 one and a half miles east of 1900 Hwy 388W and can serve the lift station there.

We will begin preparing an estimate for the work and inquiring in to utility right-of-way easements.

Will Bay County Utilities Services (3410 Transmitter Rd) be responsible for the electric bill? If so, they will need to contact our office to create a connect service order and need to sign a demand agreement.

Thanks again,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

From: Donald Hamm [mailto:dhamm@baycountyfl.gov]  
Sent: Thursday, December 14, 2017 4:08 PM  
To: Peyton Gleaton <pgleaton@gcec.com>  
Subject: Hwy 388 Lift Stations

Peyton,

Attached is the info for the two lift stations on SR 388. Please let me know if you need any more info.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
www.baycountyfl.gov



Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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## 850231648\_Nov2017\_July2018

Date/Time Range Nov 01, 2017 12:00:00 AM CDT - Jul 02, 2018 11:59:59 PM CDT

Cluster Cluster1

### Search Criteria Summary

Search Set	Search Criteria
Search Set	Calling Party Number contains '2316480'

### Call Details

Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (mm:ss)	Terminating Cause Code	Last Redirect Reason
Dec 19, 2017 11:11:26 AM CST	8502316480		7175	8163	SEP002406BD9 8B1	Angela Williamson	00:00:30	CallLeg1: A call is terminated during a feature operation indicating why the call leg was terminated. This action can happen when the call leg was split off and terminated.	Unrecovered



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (mm:ss)	Terminating Cause Code	Last Reason Reason
Dec 19, 2017 11:12:19 AM CST	8502316480		8142	8142	SEP0024CMBD9 876	Shantley	00:02:12	Normal call clearing	Call Transfer
Dec 20, 2017 12:49:52 PM CST	8502316480		5010	5015	SEP0024C44544 86	Sonya Maddox	00:00:24	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Dec 20, 2017 12:50:24 PM CST	8502316480		5016	5016	SEP0024C4BD6 2C9	Sandra Lee	00:00:21	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer
Dec 20, 2017 12:50:45 PM CST	8502316480		5027	5027	SEP0024C44548 20	Don Hamm	00:04:37	Normal call clearing	



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (in minutes)	Terminating Cause Code	Last Ported Reason
Jan 05, 2018 11:17:24 AM CST	8502316480		5010	5020	SEP0024C44553 A2			Call split - A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer
Jan 05, 2018 11:18:44 AM CST	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:05:41	Normal call clearing	Call Transfer
Jan 22, 2018 12:44:34 PM CST	8502316480		5010	5020	SEP0024C44553 A2	Utility Billing	00:00:27	Call split - A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Jan 22, 2018 12:45:09 PM CST	8502316480		5016	5016	SEP0024C48D6 2C9	Sandra Lee	00:00:28	Call split - A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer





Date/Time Of Call	Call Party Number	Original Call Number	Original Call Number	Original Call Number	Terminating Device Name	Terminating Device Description	Call Duration (mm:ss)	Call Status Reason
Jan 22, 2018 2:45:47 PM CST	8502316480	5027	5027	SEP0024C44548 20	Don Hamm	10:03:11	Completed 200-100	Call Transfer
Mar 22, 2018 9:38:52 AM CDT	8502316480	5010	5014	SEP0024C44548 20	Don Hamm	00:00:23	Completed 200-100	Call Transfer
Mar 22, 2018 9:38:28 AM CDT	8502316480	5015	5016	SEP0024C44548 20	Don Hamm	00:00:23	Completed 200-100	Call Transfer
Mar 22, 2018 9:39:51 AM CDT	8502316480	5027	5027	SEP0024C44548 20	Don Hamm	00:00:23	Completed 200-100	Call Transfer

Call split. A call is terminated during a feature operation. The call leg was terminated. This occurs on transfers when the call leg was split off and terminated.

Call split. A call is terminated during a feature operation. The call leg was terminated. This occurs on transfers when the call leg was split off and terminated.

Normal call transfer



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (mm:ss)	Terminating Cause Code	Last Redirect Reason
May 01, 2018 9:33:59 AM CDT	8502316480		7175	8183	SEP0001187	Angela Williams	00:01:18	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
May 01, 2018 9:34:44 AM CDT	8502316480		8175	8400	SEP0001187	Angela Williams	00:01:18	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer
Jun 11, 2018 9:47:05 AM CDT	8502316480		8261	8261	SEP0024C4BD7	Martin Jacobson	00:01:18	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Jun 11, 2018 9:47:32 AM CDT	8502316480		8261	8261	SEP0024C4BD7	Martin Jacobson	00:01:18	No error	Call Transfer
Jun 12, 2018 8:11:01 AM CDT	8502316480		5010	5013	SEP0024C4BD6	Sharon Lentsch	00:00:42	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown





Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Friday, December 22, 2017 9:27 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Don,

As requested, attached is the required aid-to-construction to provide three-phase power to the proposed lift station at 1900 Hwy 388W. Remittance can be sent to the attention of Ms. Shannon Hill at our Southport office (9424 Hwy 77, PO Box 8370, Southport, FL 32409). The estimate does not include right-of-way acquisition as it is assumed that St. Joe will grant GCEC an easement along the southern portion of SR388.

Should you or The St. Joe Company have any questions or wish to discuss the project, please let me know.

Thank you,

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

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Vice President of Engineering  
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P.O. Box 8370  
Southport, Florida 32409  
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Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
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Cc: Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
Subject: RE: Hwy 388 Lift Stations

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Subject: Hwy 388 Lift Stations

Peyton,

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Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
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Gulf Coast  
Electric Cooperative  
A TALLAHASSEE ENERGY GROUP COMPANY

Date:  
Member Name:  
Address:  
City:  
State:  
Zip:  
PID#  
Service Order #  
Staking Engineer

December 22, 2017
ST. JOE COMPANY
SR 388
SOUTHPORT
FL
32409
TONY MORRELL

### A. Cost of Construction

\$63,422.60

### B. Contribution In Aid to Construction

1. Number of Proposed Meters	1
2. Estimated Monthly Revenue Per Meter	\$ 400.00
3. Number of Meters Multiplied by Revenue Per Meter	\$ 400.00
4. Multiply by 12 Months	\$ 4,800.00
5. Multiply by Revenue Multiplier (1.90)	\$ 9,120.00
6. 100% Revenue times revenue Multiplier 1.90	\$ 9,120.00
7. Minus Cost of Construction	\$ 63,422.60
8. Right of Way Clearing	\$ 3,750.00
9. Cost in Aid to Construction (CIAC) <b>Total Cost</b>	\$ 58,052.60

1

## Donald Hamm

---

**From:** Peyton Gleaton <pgleaton@gcec.com>  
**Sent:** Wednesday, January 3, 2018 1:26 PM  
**To:** Donald Hamm  
**Subject:** RE: Hwy 388 Lift Stations  
**Attachments:** GS-D Demand Agreement.dot; GS\_D.pdf

Don,

Attached is a blank copy of our standard Demand Agreement and rate schedule.  
The transformer bank size will be 150 kVA, so the minimum billing demand would be 60 kW.

### **C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [mailto:dhamm@baycountyfl.gov]  
**Sent:** Wednesday, January 03, 2018 1:18 PM  
**To:** Peyton Gleaton <pgleaton@gcec.com>  
**Subject:** RE: Hwy 388 Lift Stations

Peyton,

Would you happen to have a draft demand agreement for our review?

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [mailto:pgleaton@gcec.com]  
**Sent:** Wednesday, January 03, 2018 9:52 AM  
**To:** Precise, Bridget <Bridget.Precise@joe.com>; Donald Hamm <dhamm@baycountyfl.gov>  
**Cc:** Francis Hinson <fhinson@gcec.com>; Shannon Hill <shill@gcec.com>; Tony Morrell <tmorrell@gcec.com>  
**Subject:** RE: Hwy 388 Lift Stations

Us too. What number should we call?

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]

**Sent:** Wednesday, January 03, 2018 9:51 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

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**Subject:** RE: Hwy 388 Lift Stations

Works for me.

Bridget



**Bridget Precise**

*Vice President*

*Development and Regulatory Affairs*

The St. Joe Company

133 S. WaterSound Parkway, WaterSound, FL 32461

o 850.231.6480 f 850.231.6595

e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Wednesday, January 3, 2018 9:50 AM

**To:** 'Peyton Gleaton'

**Cc:** Francis Hinson; Shannon Hill; Tony Morrell; Precise, Bridget

**Subject:** RE: Hwy 388 Lift Stations

How does 2pm today sound for everyone?

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Wednesday, January 03, 2018 9:45 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations



Don,

Any day/time is good with us except Thursday morning when we have a conflict.

Just let us know.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

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**Subject:** RE: Hwy 388 Lift Stations

Peyton,

Can we set up a conference call with GCEC, Bay Co., and St. Joe? We have some questions that I think we need to discuss before moving forward. Please let me know when is good for you.

Thanks,

Don

*Donald E. Hamm*



Utility Development and Permitting Manager

Bay County Utility Services

3410 Transmitter Rd.

Panama City, FL 32404

Office: 850-248-5010

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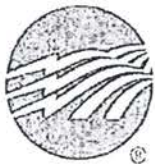
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Gulf Coast  
Electric Cooperative  
A Touchstone Energy Cooperative

Fifth Revised Sheet No. 9.0  
Cancels Fourth Revised Sheet No. 9.0

Page  
1 of 4

Effective Date  
June 30, 2012

## Schedule GS-D General Service Demand

### Availability

Available according to the phasing and capacity of the existing system of the Cooperative and in accordance with established rules and regulations for electric service.

### Applicability

Applicable to members of the Cooperative for all uses in commercial sectors, industrial sectors, public buildings, schools, etc., for loads 50 kVa or greater but less than 1,000 kVA transformer capacity. Service shall be at one voltage and at a single delivery point. Service provided hereunder shall not be shared with or resold to others. Any member taking service under this schedule whose load exceeds 999 kVA shall automatically be transferred to Schedule LP.

### Type of Service

Multiphase service, 60 hertz at Cooperative's available primary or secondary voltage.

### Monthly Rate

Customer Charge:	\$40.00
Demand Charge:	\$13.26 per kW
Energy Charge:	\$0.0731 per kWh

### Minimum Bill

The minimum monthly charge under this rate shall be \$40.00 in consideration of the readiness of the Cooperative to furnish such service.

### Terms of Payment

The above rates are net.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_

## **Schedule GS-D General Service Demand**

### **Determination of Billing Demand**

The billing demand shall be the highest one of the following determined for the member in question:

1. The maximum kilowatt demand established by the member for the period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
2. The minimum monthly kilowatt demand specified in the contract for service.
3. A value equal to not less than 40% of the total kVA transformer bank capacity.

### **Power Factor Adjustment**

The member agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for members with 50 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted if and when the Cooperative deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

### **Minimum Monthly Charge**

The minimum monthly charge shall be the highest one of the following charges as determined for the member in question:

1. The minimum monthly charge specified in the contract for service.
2. A charge of \$0.70 per kVA of installed transformer capacity.
3. A charge of \$40.00 plus demand charge.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_



## Schedule GS-D General Service Demand

### Service Provisions

**Delivery Point:** If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the member. If service is furnished at Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to member's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment with the exception of metering equipment on the load side of the delivery point shall be owned and maintained by the member.

**Primary Service:** If service is furnished at primary distribution voltage, a discount of seven percent (7%) shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of seven percent shall also apply to the minimum charge. However, the Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

### Time of Day Metering

The Cooperative may at its sole option, and upon request of the member, institute time of day metering whereby the member agrees to restrict use of electricity during the daily periods of peak substation demand. The Cooperative may install a thermal demand meter with a time of day demand register that will register demand only during daily periods of peak substation demand. Where such metering is installed and utilized, the following conditions shall apply:

1. An additional service charge of \$50.00 per month per consumer so metered and billed shall be charged for use of special equipment and special account handling.
2. The billing demand utilized shall be the higher of the following:
  - A. The maximum fifteen (15) minute demand registered by the time of day meter during the daily period of peak substation demand.
  - B. A maximum demand corresponding to 75% load factor as computed for the usage from the corresponding billing period.
  - C. The minimum monthly kilowatt demand specified in the contract for service.
  - D. A value equal to not less than 40% of the total kVa transformer bank capacity.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_

## **Schedule GS-D General Service Demand**

3. The daily period of peak substation demand shall be established by the Cooperative for the individual supply substation providing electric distribution service to the member and such daily period of peak substation demand may be varied seasonally as historical data may require. The Cooperative shall notify the member in writing of such applicable daily periods and all revisions thereof.

### **Cost of Power Sold Adjustment**

The above retail rates may be increased or decreased by 0.1 mil per kWh for each 0.1 mil or major fraction thereof by which the Cooperative's purchased power cost per kWh sold exceeds or is less than 88.6 mils per kWh.

In order to prevent gross monthly or seasonal fluctuations in the cost of power sold adjustments, the Cooperative will use an average of the previous twelve (12) months' cost for the computation of the monthly charge. During any twelve (12) month period, as the accumulated charges exceed or are less than the accumulated actual cost to the Cooperative, the monthly charges for the remainder of the calendar year may be increased or decreased by an amount that will adjust as nearly as possible the accumulated charges to the actual accumulated cost of purchased power paid by the Cooperative in excess of 88.6 mils per kWh sold.

### **Deposit**

A cash deposit may be required before service is connected at the premises designated in an amount in accordance with established rules and regulations for electric service.

### **Taxes**

Applicable Florida State, County and Local Tax added to each bill.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_



**GULF COAST ELECTRIC COOPERATIVE, INC.**  
**AGREEMENT FOR ELECTRIC SERVICE**

Agreement made [DATE], between Gulf Coast Electric Cooperative, Inc. (hereinafter called the "Seller"), and, [NAME], [ADDRESS], account number [ACCOUNT NUMBER] (hereinafter called the "Member").

The Seller shall sell and deliver to the Member, and the Member shall purchase all of the electric power and energy which the Member may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to [TRANSFORMER KVA] kilowatts, upon the following terms:

1. Service Characteristics

- A. Service hereunder shall be alternating current, [#] phase, [#] wire, 60 cycles, [SECONDARY VOLTAGE] volts.
- B. The Member shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. Payment

- A. The Member shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule GS-D General Service Demand attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Member's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall not be less than [TRANSFORMER CAPACITY x 40%] kilowatts for any billing period. In any event the Member shall pay to the Seller for electric power and energy consumed per month for service or for having service available hereunder during the term hereof.
- B. The initial billing period shall start when Member begins using electric power and energy, or 30 days after the Seller notifies the Member that service is available hereunder, whichever shall occur first.
- C. Bills for service shall be processed at the office of the Seller. Such payments shall be due as stated on the monthly invoice for service furnished during the preceding monthly billing period. If the Member shall fail to make any such payment within ten (10) days after such payment is due, the Seller may discontinue service to the Member and such discontinuance of service shall not relieve the Member of any of its obligations under this Agreement.
- D. The Member understands that the GS-D rate may be modified under this agreement at the discretion of the Seller, but it will be modified for the entire class of Schedule GS-D members.



3. Membership

- A. The Member shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

4. Continuity of Service

- A. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through the act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefore or for damages caused thereby.

5. Right of Access

- A. Duly authorized representatives of the Seller shall be permitted to enter the Member's premises at all reasonable times in order to carry out the provisions hereof.

6. Term

- A. This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party giving to the other three (3) months notice in writing.

7. Succession and Approval

- A. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. Deposit

- A. The Member shall deposit with the Seller the sum of [MINIMUM DEPOSIT PER MEMBER SERVICES] deposit and pay all charges associated with the account.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

Gulf Coast Electric Cooperative, Inc.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal

ATTEST:

\_\_\_\_\_  
Secretary/Witness

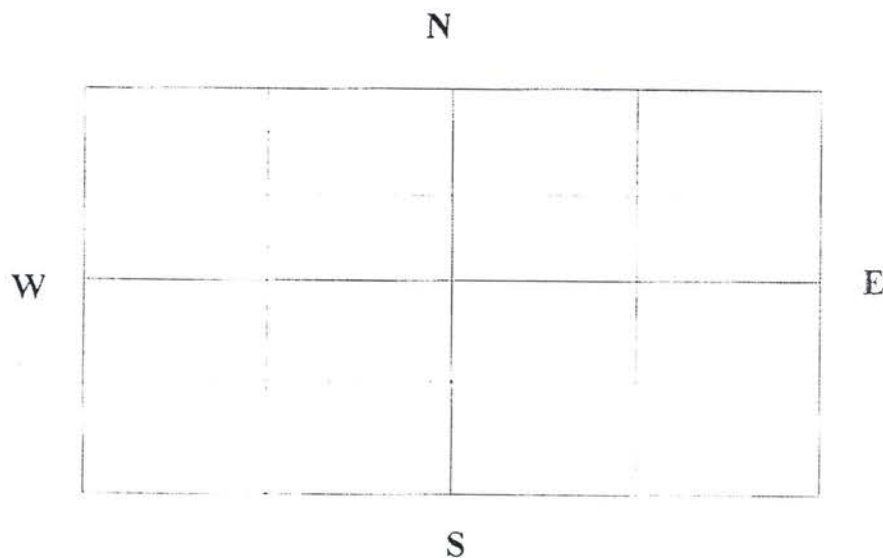
By: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*If other than president, vice president, partner or owner, a power of attorney must accompany contract.

DESCRIPTION OF LOCATION OF SERVICE			
Engineer: [STAKER]		Date: [DATE]	
Customer Name: [NAME]			
Physical Address: [ADDRESS]			
City: [CITY]	State: [STATE]	ZIP Code: [ZIP]	
Mailing Address: [ADDRESS]			
City: [CITY]	State: [STATE]	ZIP Code: [ZIP]	
Type of Operation: [DESCRIPTION]			
Use Of Service: [DESCRIPTION]			
Service Date Requested: [DATE]			
Size of Connected Load: [CONNECTED KVA]			
Number of Acres: [TAX]	Section: [TAX]	Township: [TAX]	Range: [TAX]
Approximately Miles: [MILES]	Direction: [XY]	From (Town): [CITY]	
Name of Road: [NEAREST ROAD]			
Map Location: [GCEC MAP#]		Branch: [GCEC BRANCH]	
PID Number: [GCEC PID]		Account Number: [ACCOUNT#]	

Show the location of the point of service in the section tract below. Also show existing electric lines, roads, irrigation, ditches, etc. that may be related to this service.







BOARD OF COUNTY  
COMMISSIONERS

www.baycountyfl.gov

840 W. 11TH ST  
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM  
DISTRICT I

ROBERT CARROLL  
DISTRICT II

WILLIAM DOZIER  
DISTRICT III

GUY M. TUNNELL  
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS  
DISTRICT V

ROBERT J. MAJKA, JR  
COUNTY MANAGER

COMMUNITY DEVELOPMENT SERVICES

Builders' Services Division  
840 W. 11<sup>th</sup> Street  
Panama City, Florida 32401  
Telephone: (850) 248-8350  
Fax: (850) 248-8384

October 10, 2017

Address Verification

ST JOSEPH LAND & DEV CO  
C/O TAX DEPARTMENT  
133 SOUTH WATERSOUND PARKWAY  
WATERSOUND, FL 32413

Permit Number: A17-0500  
Property ID Number: 26508-000-000

Dear Property Owner:

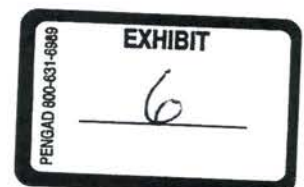
Your address has been verified as **3815 HWY 388 W.** Bay County Ordinance No. 20-55 requires the posting of the address numbers on the property in the following manner:

- a. If you have been given an **address change** on an existing building, call your phone service company to assure your new address is recorded for 911 service. Compliance must be made within 30 days of notice.
- b. The address number shall be affixed to the front of the building, or to a separate structure in front of the building (such as a mailbox, post, wall, fence, etc.), in such a manner so as to be clearly visible and legible from the public or private way on which the building fronts.
- c. Numerals shall be legible and easily seen from the roadway in which the building fronts.
- d. Numerals for commercial buildings shall be no less than six inches in height and placed on the building and business sign.
- e. The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed.
- f. **Contact the Postal Service for municipality and zip code information.**

If future assistance is needed please feel free to call 850-248-8374.

Sincerely,

Ron Farris  
Address Numbering  
Bay County Builders Services  
rfarris@baycountyfl.gov





BOARD OF COUNTY  
COMMISSIONERS

www.baycountyfl.gov

840 W. 11TH ST  
PANAMA CITY, FL 32401

COMMISSIONERS:

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DISTRICT V

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Panama City, Florida 32401  
Telephone: (850) 248-8350  
Fax: (850) 248-8384

October 10, 2017

Address Verification

ST JOSEPH LAND & DEV CO  
C/O TAX DEPARTMENT  
133 SOUTH WATERSOUND PARKWAY  
WATERSOUND, FL 32413

Permit Number: A17-0501  
Property ID Number: 26597-000-000

Dear Property Owner:

Your address has been verified as **1900 HWY 388 W.** Bay County Ordinance No. 20-55 requires the posting of the address numbers on the property in the following manner:

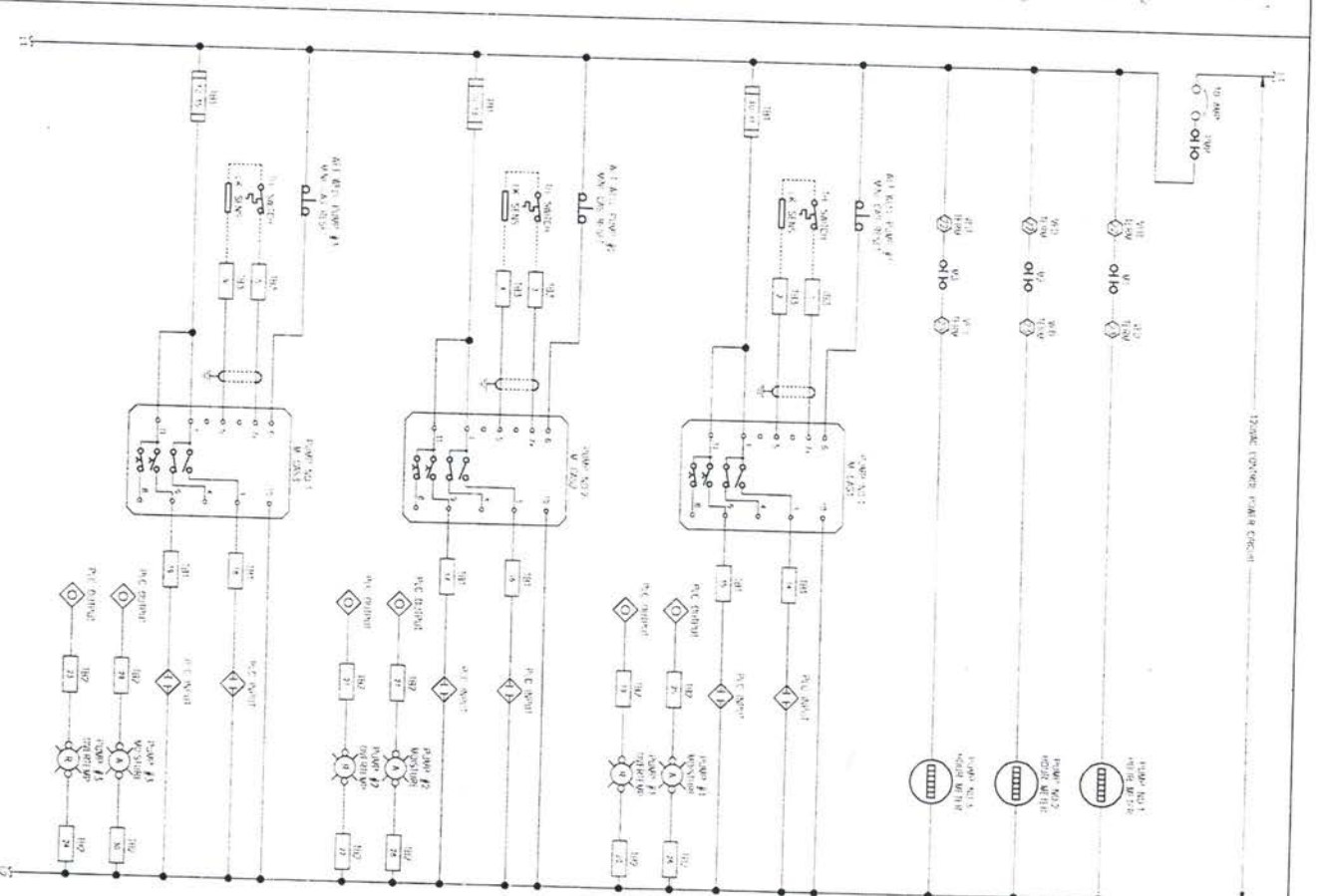
- a. If you have been given an **address change** on an existing building, call your phone service company to assure your new address is recorded for 911 service. Compliance must be made within 30 days of notice.
- b. The address number shall be affixed to the front of the building, or to a separate structure in front of the building (such as a mailbox, post, wall, fence, etc.), in such a manner so as to be clearly visible and legible from the public or private way on which the building fronts.
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- e. The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed.
- f. **Contact the Postal Service for municipality and zip code information.**

If future assistance is needed please feel free to call 850-248-8374.

Sincerely,

Ron Farris  
Address Numbering  
Bay County Builders Services  
rfarris@baycountyfl.gov



[illegible]



# EXHIBIT 3

5

Donald Hamm

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Tuesday, April 10, 2018 1:51 PM  
**To:** Donald Hamm; Steve Summerbell  
**Subject:** 388 and Gulf Power

The additional clearing and tree trimming for the new power line is scheduled to start on Monday. As soon as the trees are cleared, Gulf Power is ready to start setting poles.

Don – the additional cost for this is \$12,200.

Bridget

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Friday, December 15, 2017 8:28 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Thanks, Don!

Gulf Coast Electric Cooperative has three-phase facilities on SR388 one and a half miles east of 1900 Hwy 388W and can serve the lift station there.

We will begin preparing an estimate for the work and inquiring in to utility right-of-way easements.

Will Bay County Utilities Services (3410 Transmitter Rd) be responsible for the electric bill? If so, they will need to contact our office to create a connect service order and need to sign a demand agreement.

Thanks again,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Thursday, December 14, 2017 4:08 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Hwy 388 Lift Stations

Peyton,

Attached is the info for the two lift stations on SR 388. Please let me know if you need any more info.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)



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## 850231648\_Nov2017\_July2018

Date/Time Range Nov 01, 2017 12:00:00 AM CDT - Jul 02, 2018 11:59:59 PM CDT

Cluster Cluster1

### Search Criteria Summary

Search Set Search Criteria

Search Set Calling Party Number contains '2316480'

### Call Details

Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
Dec 19, 2017 11:11:26 AM CST	8502316480		7175	8183	SEP0024C4BD98B1	Angela Williamsen	00:00:39	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
Dec 19, 2017 11:12:19 AM CST	8502316480		8142	8142	SEP0024C4BD9 876	Sheri Hardy	00:02:12	Normal call clearing	Call Transfer
Dec 20, 2017 12:49:52 PM CST	8502316480		5010	5015	SEP0024C44544 B6	Sonya Maddox	00:00:24	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Dec 20, 2017 12:50:24 PM CST	8502316480		5016	5016	SEP0024C4BD6 2C9	Sandra Lee	00:00:21	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer
Dec 20, 2017 12:50:45 PM CST	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:04:37	Normal call clearing	Call Transfer





Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
Jan 05, 2018 11:17:24 AM CST	8502316480		5010	5020	SEP0024C44553 A2	Utility Billing	00:01:15	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Jan 05, 2018 11:18:44 AM CST	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:05:41	Normal call clearing	Call Transfer
Jan 22, 2018 12:44:34 PM CST	8502316480		5010	5020	SEP0024C44553 A2	Utility Billing	00:00:27	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Jan 22, 2018 12:45:09 PM CST	8502316480		5016	5016	SEP0024C4BD6 2C9	Sandra Lee	00:00:38	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
Jan 22, 2018 12:45:47 PM CST	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:03:14	Normal call clearing	Call Transfer
Mar 22, 2018 9:38:52 AM CDT	8502316480		5010	5014	SEP0024C4BD5 8C7	Ray Spradlin	00:00:30	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Mar 22, 2018 9:39:28 AM CDT	8502316480		5016	5016	SEP0024C4BD6 2C9	Sandra Lee	00:00:23	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Call Transfer
Mar 22, 2018 9:39:51 AM CDT	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:07:25	Normal call clearing	Call Transfer



Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
May 01, 2018 9:33:59 AM CDT	8502316480		7175	8183	SEP0024C4BD9 8B1	Angela Williamsen	00:00:25	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
May 01, 2018 9:34:44 AM CDT	8502316480		8179	8179	SEP0024C4BD7 5E1	Brian Loebrick	00:01:11	Normal call clearing	Call Transfer
Jun 11, 2018 9:47:05 AM CDT	8502316480		8250	8250	SEP0024C44558 4C	Pamela Stanley	00:00:22	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown
Jun 11, 2018 9:47:32 AM CDT	8502316480		8261	8261	SEP0024C4BD7 1B7	Martin Jacobson	00:01:18	No error	Call Transfer
Jun 12, 2018 8:11:01 AM CDT	8502316480		5010	5013	SEP0024C4BD6 E33	Sharon Lentsch	00:00:42	Call split. A call is terminated during a feature operation indicating why the call leg was terminated. This occurs on transfers when the call leg was split off and terminated.	Unknown





Date/Time Origination	Calling Party Number	Originating CUCM Device Description	Original Called Party Number	Final Called Party Number	Terminating Device Name	Terminating CUCM Device Description	Call Duration (hh:mm:ss)	Terminating Cause Code	Last Redirect Reason
Jun 12, 2018 8:11:46 AM CDT	8502316480		5027	5027	SEP0024C44548 2D	Don Hamm	00:04:30	Normal call clearing	Call Transfer

Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Friday, December 22, 2017 9:27 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Don,

As requested, attached is the required aid-to-construction to provide three-phase power to the proposed lift station at 1900 Hwy 388W. Remittance can be sent to the attention of Ms. Shannon Hill at our Southport office (9424 Hwy 77, PO Box 8370, Southport, FL 32409). The estimate does not include right-of-way acquisition as it is assumed that St. Joe will grant GCEC an easement along the southern portion of SR388.

Should you or The St. Joe Company have any questions or wish to discuss the project, please let me know.

Thank you,

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Peyton Gleaton  
**Sent:** Wednesday, December 20, 2017 1:19 PM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Great, Don, we should have the estimate ready before the end of the week.

Thanks!

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Wednesday, December 20, 2017 1:11 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

Cc: Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
Subject: RE: Hwy 388 Lift Stations

Peyton,

The SR 388 sewer forcemain and lift stations project is a St. Joe Company (SJC) project that once completed will be transferred to Bay County Utility Services (BCUS). The electric service billing info will need to come from SJC. When I get the estimate I will forward on to SJC and get them in contact with you for the connect service order and demand agreement.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
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Subject: RE: Hwy 388 Lift Stations

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Sent: Thursday, December 14, 2017 4:08 PM  
To: Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
Subject: Hwy 388 Lift Stations

Peyton,

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Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
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Gulf Coast  
Electric Cooperative  
A "Exchange Energy" Cooperative

Date:  
Member Name:  
Address:  
City:  
State:  
Zip:  
PID#  
Service Order #  
Staking Engineer

December 22, 2017

ST. JOE COMPANY

SR 388

SOUTHPORT

FL

32409

TONY MORRELL

### A. Cost of Construction

\$63,422.60

### B. Contribution In Aid to Construction

1. Number of Proposed Meters	1
2. Estimated Monthly Revenue Per Meter	\$ 400.00
3. Number of Meters Multiplied by Revenue Per Meter	\$ 400.00
4. Multiply by 12 Months	\$ 4,800.00
5. Multiply by Revenue Multiplier (1.90)	\$ 9,120.00
6. 100% Revenue times revenue Multiplier 1.90	\$ 9,120.00
7. Minus Cost of Construction	\$ 63,422.60
8. Right of Way Clearing	\$ 3,750.00
9. Cost in Aid to Construction (CIAC) <b>Total Cost</b>	\$ 58,052.60

1

## Donald Hamm

---

**From:** Peyton Gleaton <pgleaton@gcec.com>  
**Sent:** Wednesday, January 3, 2018 1:26 PM  
**To:** Donald Hamm  
**Subject:** RE: Hwy 388 Lift Stations  
**Attachments:** GS-D Demand Agreement.dot; GS\_D.pdf

Don,

Attached is a blank copy of our standard Demand Agreement and rate schedule.  
The transformer bank size will be 150 kVA, so the minimum billing demand would be 60 kW.

### ***C. Peyton Gleaton Jr., PE***

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [mailto:dhamm@baycountyfl.gov]  
**Sent:** Wednesday, January 03, 2018 1:18 PM  
**To:** Peyton Gleaton <pgleaton@gcec.com>  
**Subject:** RE: Hwy 388 Lift Stations

Peyton,

Would you happen to have a draft demand agreement for our review?

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [mailto:pgleaton@gcec.com]  
**Sent:** Wednesday, January 03, 2018 9:52 AM  
**To:** Precise, Bridget <Bridget.Precise@joe.com>; Donald Hamm <dhamm@baycountyfl.gov>  
**Cc:** Francis Hinson <fhinson@gcec.com>; Shannon Hill <shill@gcec.com>; Tony Morrell <tmorrell@gcec.com>  
**Subject:** RE: Hwy 388 Lift Stations

Us too. What number should we call?



**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]

**Sent:** Wednesday, January 03, 2018 9:51 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Works for me.

Bridget



**Bridget Precise**

*Vice President*

*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Wednesday, January 3, 2018 9:50 AM

**To:** 'Peyton Gleaton'

**Cc:** Francis Hinson; Shannon Hill; Tony Morrell; Precise, Bridget

**Subject:** RE: Hwy 388 Lift Stations

How does 2pm today sound for everyone?

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Wednesday, January 03, 2018 9:45 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations

Don,

Any day/time is good with us except Thursday morning when we have a conflict.

Just let us know.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Wednesday, January 03, 2018 9:19 AM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations

Peyton,

Can we set up a conference call with GCEC, Bay Co., and St. Joe? We have some questions that I think we need to discuss before moving forward. Please let me know when is good for you.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Friday, December 22, 2017 9:27 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Don,

As requested, attached is the required aid-to-construction to provide three-phase power to the proposed lift station at 1900 Hwy 388W. Remittance can be sent to the attention of Ms. Shannon Hill at our Southport office (9424 Hwy 77, PO Box 8370, Southport, FL 32409). The estimate does not include right-of-way acquisition as it is assumed that St. Joe will grant GCEC an easement along the southern portion of SR388.

Should you or The St. Joe Company have any questions or wish to discuss the project, please let me know.

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Peyton Gleaton

**Sent:** Wednesday, December 20, 2017 1:19 PM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Great, Don, we should have the estimate ready before the end of the week.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Wednesday, December 20, 2017 1:11 PM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Peyton,

The SR 388 sewer forcemain and lift stations project is a St. Joe Company (SJC) project that once completed will be transferred to Bay County Utility Services (BCUS). The electric service billing info will need to come from SJC. When I get the estimate I will forward on to SJC and get them in contact with you for the connect service order and demand agreement.

Thanks,  
Don



*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Friday, December 15, 2017 8:28 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Thanks, Don!

Gulf Coast Electric Cooperative has three-phase facilities on SR388 one and a half miles east of 1900 Hwy 388W and can serve the lift station there.

We will begin preparing an estimate for the work and inquiring in to utility right-of-way easements.

Will Bay County Utilities Services (3410 Transmitter Rd) be responsible for the electric bill? If so, they will need to contact our office to create a connect service order and need to sign a demand agreement.

Thanks again,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Thursday, December 14, 2017 4:08 PM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** Hwy 388 Lift Stations

Peyton,

Attached is the info for the two lift stations on SR 388. Please let me know if you need any more info.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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**Gulf Coast  
Electric Cooperative**

A Touchstone Energy Cooperative

Fifth Revised Sheet No. 9.0  
Cancels Fourth Revised Sheet No. 9.0

Page  
1 of 4

Effective Date  
June 30, 2012

## **Schedule GS-D General Service Demand**

### **Availability**

Available according to the phasing and capacity of the existing system of the Cooperative and in accordance with established rules and regulations for electric service.

### **Applicability**

Applicable to members of the Cooperative for all uses in commercial sectors, industrial sectors, public buildings, schools, etc., for loads 50 kVA or greater but less than 1,000 kVA transformer capacity. Service shall be at one voltage and at a single delivery point. Service provided hereunder shall not be shared with or resold to others. Any member taking service under this schedule whose load exceeds 999 kVA shall automatically be transferred to Schedule LP.

### **Type of Service**

Multiphase service, 60 hertz at Cooperative's available primary or secondary voltage.

### **Monthly Rate**

Customer Charge:	\$40.00
Demand Charge:	\$13.26 per kW
Energy Charge:	\$.0731 per kWh

### **Minimum Bill**

The minimum monthly charge under this rate shall be \$40.00 in consideration of the readiness of the Cooperative to furnish such service.

### **Terms of Payment**

The above rates are net.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_



## **Schedule GS-D General Service Demand**

### **Determination of Billing Demand**

The billing demand shall be the highest one of the following determined for the member in question:

1. The maximum kilowatt demand established by the member for the period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
2. The minimum monthly kilowatt demand specified in the contract for service.
3. A value equal to not less than 40% of the total kVA transformer bank capacity.

### **Power Factor Adjustment**

The member agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for members with 50 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted if and when the Cooperative deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

### **Minimum Monthly Charge**

The minimum monthly charge shall be the highest one of the following charges as determined for the member in question:

1. The minimum monthly charge specified in the contract for service.
2. A charge of \$0.70 per kVA of installed transformer capacity.
3. A charge of \$40.00 plus demand charge.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_

## Schedule GS-D General Service Demand

### Service Provisions

**Delivery Point:** If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the member. If service is furnished at Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to member's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment with the exception of metering equipment on the load side of the delivery point shall be owned and maintained by the member.

**Primary Service:** If service is furnished at primary distribution voltage, a discount of seven percent (7%) shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of seven percent shall also apply to the minimum charge. However, the Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

### Time of Day Metering

The Cooperative may at its sole option, and upon request of the member, institute time of day metering whereby the member agrees to restrict use of electricity during the daily periods of peak substation demand. The Cooperative may install a thermal demand meter with a time of day demand register that will register demand only during daily periods of peak substation demand. Where such metering is installed and utilized, the following conditions shall apply:

1. An additional service charge of \$50.00 per month per consumer so metered and billed shall be charged for use of special equipment and special account handling.
2. The billing demand utilized shall be the higher of the following:
  - A. The maximum fifteen (15) minute demand registered by the time of day meter during the daily period of peak substation demand.
  - B. A maximum demand corresponding to 75% load factor as computed for the usage from the corresponding billing period.
  - C. The minimum monthly kilowatt demand specified in the contract for service.
  - D. A value equal to not less than 40% of the total kVa transformer bank capacity.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_



## **Schedule GS-D General Service Demand**

3. The daily period of peak substation demand shall be established by the Cooperative for the individual supply substation providing electric distribution service to the member and such daily period of peak substation demand may be varied seasonally as historical data may require. The Cooperative shall notify the member in writing of such applicable daily periods and all revisions thereof.

### **Cost of Power Sold Adjustment**

The above retail rates may be increased or decreased by 0.1 mil per kWh for each 0.1 mil or major fraction thereof by which the Cooperative's purchased power cost per kWh sold exceeds or is less than 88.6 mils per kWh.

In order to prevent gross monthly or seasonal fluctuations in the cost of power sold adjustments, the Cooperative will use an average of the previous twelve (12) months' cost for the computation of the monthly charge. During any twelve (12) month period, as the accumulated charges exceed or are less than the accumulated actual cost to the Cooperative, the monthly charges for the remainder of the calendar year may be increased or decreased by an amount that will adjust as nearly as possible the accumulated charges to the actual accumulated cost of purchased power paid by the Cooperative in excess of 88.6 mils per kWh sold.

### **Deposit**

A cash deposit may be required before service is connected at the premises designated in an amount in accordance with established rules and regulations for electric service.

### **Taxes**

Applicable Florida State, County and Local Tax added to each bill.

Effective Date: June 30, 2012

Signature of Issuer: \_\_\_\_\_



# **GULF COAST ELECTRIC COOPERATIVE, INC.**

## **AGREEMENT FOR ELECTRIC SERVICE**

Agreement made [DATE], between Gulf Coast Electric Cooperative, Inc. (hereinafter called the "Seller"), and, [NAME], [ADDRESS], account number [ACCOUNT NUMBER] (hereinafter called the "Member").

The Seller shall sell and deliver to the Member, and the Member shall purchase all of the electric power and energy which the Member may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to [TRANSFORMER KVA] kilowatts, upon the following terms:

### **1. Service Characteristics**

- A. Service hereunder shall be alternating current, [#] phase, [#] wire, 60 cycles, [SECONDARY VOLTAGE] volts.
- B. The Member shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

### **2. Payment**

- A. The Member shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule GS-D General Service Demand attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Member's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall not be less than [TRANSFORMER CAPACITY x 40%] kilowatts for any billing period. In any event the Member shall pay to the Seller for electric power and energy consumed per month for service or for having service available hereunder during the term hereof.
- B. The initial billing period shall start when Member begins using electric power and energy, or 30 days after the Seller notifies the Member that service is available hereunder, whichever shall occur first.
- C. Bills for service shall be processed at the office of the Seller. Such payments shall be due as stated on the monthly invoice for service furnished during the preceding monthly billing period. If the Member shall fail to make any such payment within ten (10) days after such payment is due, the Seller may discontinue service to the Member and such discontinuance of service shall not relieve the Member of any of its obligations under this Agreement.
- D. The Member understands that the GS-D rate may be modified under this agreement at the discretion of the Seller, but it will be modified for the entire class of Schedule GS-D members.

3. Membership

- A. The Member shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

4. Continuity of Service

- A. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through the act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefore or for damages caused thereby.

5. Right of Access

- A. Duly authorized representatives of the Seller shall be permitted to enter the Member's premises at all reasonable times in order to carry out the provisions hereof.

6. Term

- A. This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party giving to the other three (3) months notice in writing.

7. Succession and Approval

- A. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. Deposit

- A. The Member shall deposit with the Seller the sum of **MINIMUM DEPOSIT PER MEMBER SERVICES** deposit and pay all charges associated with the account.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

Gulf Coast Electric Cooperative, Inc.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal

ATTEST:

\_\_\_\_\_  
Secretary/Witness

By: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*If other than president, vice president, partner or owner, a power of attorney must accompany contract.



DESCRIPTION OF LOCATION OF SERVICE			
Engineer: [STAKER]		Date: [DATE]	
Customer Name: [NAME]			
Physical Address: [ADDRESS]			
City: [CITY]	State: [STATE]	ZIP Code: [ZIP]	
Mailing Address: [ADDRESS]			
City: [CITY]	State: [STATE]	ZIP Code: [ZIP]	
Type of Operation: [DESCRIPTION]			
Use Of Service: [DESCRIPTION]			
Service Date Requested: [DATE]			
Size of Connected Load: [CONNECTED KVA]			
Number of Acres: [TAX]	Section: [TAX]	Township: [TAX]	Range: [TAX]
Approximately Miles: [MILES]	Direction: [XY]	From (Town): [CITY]	
Name of Road: [NEAREST ROAD]			
Map Location: [GCEC MAP#]		Branch: [GCEC BRANCH]	
PID Number: [GCEC PID]		Account Number: [ACCOUNT#]	

Show the location of the point of service in the section tract below. Also show existing electric lines, roads, irrigation, ditches, etc. that may be related to this service.

N


S

W

E

2

**Donald Hamm**

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Wednesday, January 17, 2018 8:53 AM  
**To:** Peyton Gleaton; Donald Hamm  
**Cc:** Francis Hinson  
**Subject:** RE: Hwy 388 Lift Stations

Hi Peyton,

Unfortunately, we will not be moving forward with you guys on this project. I appreciate the time and effort you have spent on this, but we are committed to Gulf Power for servicing this area. I will be sending you a formal letter notifying you of this, and I sincerely apologize for the frustration this will create. I hope that we can work together on some future power needs with you.

Sincerely,  
Bridget



**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Peyton Gleaton [mailto:[pgleaton@gcec.com](mailto:pgleaton@gcec.com)]  
**Sent:** Friday, January 12, 2018 8:29 AM  
**To:** Precise, Bridget; Donald Hamm ([dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov))  
**Cc:** Francis Hinson  
**Subject:** RE: Hwy 388 Lift Stations

Bridget/Don,

Can you let me know where we are on this project? Since our conference call we have notified Gulf Power of our intent to serve the lift station at 1900 Hwy 388W, contacted TECO concerning minimum separation and encroaching on their gas line, and drafted a utility easement for the Creamer property (which will need to be crossed to access St. Joe property).

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Peyton Gleaton

**Sent:** Thursday, January 04, 2018 7:29 AM

**To:** Precise, Bridget <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations

Bridget,

To provide power to the lift station, we will need utility easements on parcels 26599-000-000 and 26597-000-000 in Bay County. I've attached a copy of the "blanket easement" we usually fill out and have landowners sign, if The St. Joe Company would like to draft a different utility easement we would be glad to consider it. We will need a 30ft right-of-way (15ft on each side of our line), and plan to construct the line on the South side of SR388 then cross to the North side at the lift station. We have not contacted Teco Energy yet to discuss encroaching on their gas line, but our power line will be (the Teco minimum required distance) South of the gas line.

Also, besides the easement, we will need aid to construction paid before construction can begin.

Looking forward to working with you on this project!

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]

**Sent:** Wednesday, January 03, 2018 9:54 AM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>; Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

We can use our conference call number:

1-877-860-3058

Passcode: 3938931030



Thanks,  
Bridget

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Wednesday, January 3, 2018 9:52 AM  
**To:** Precise, Bridget; Donald Hamm  
**Cc:** Francis Hinson; Shannon Hill; Tony Morrell  
**Subject:** RE: Hwy 388 Lift Stations

Us too. What number should we call?

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, January 03, 2018 9:51 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Works for me.

Bridget



**Bridget Precise**  
*Vice President  
Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Wednesday, January 3, 2018 9:50 AM  
**To:** 'Peyton Gleaton'

Cc: Francis Hinson; Shannon Hill; Tony Morrell; Precise, Bridget  
Subject: RE: Hwy 388 Lift Stations

How does 2pm today sound for everyone?

From: Peyton Gleaton [mailto:pgleaton@gcec.com]

Sent: Wednesday, January 03, 2018 9:45 AM

To: Donald Hamm <dhamm@baycountyfl.gov>

Cc: Francis Hinson <fhinson@gcec.com>; Shannon Hill <shill@gcec.com>; Tony Morrell <tmorrell@gcec.com>; 'Precise, Bridget' <Bridget.Precise@joe.com>

Subject: RE: Hwy 388 Lift Stations

Don,

Any day/time is good with us except Thursday morning when we have a conflict.

Just let us know.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax

From: Donald Hamm [mailto:dhamm@baycountyfl.gov]

Sent: Wednesday, January 03, 2018 9:19 AM

To: Peyton Gleaton <pgleaton@gcec.com>

Cc: Francis Hinson <fhinson@gcec.com>; Shannon Hill <shill@gcec.com>; Tony Morrell <tmorrell@gcec.com>; 'Precise, Bridget' <Bridget.Precise@joe.com>

Subject: RE: Hwy 388 Lift Stations

Peyton,

Can we set up a conference call with GCEC, Bay Co., and St. Joe? We have some questions that I think we need to discuss before moving forward. Please let me know when is good for you.

Thanks,

Don

*Donald E. Hamm*



Utility Development and Permitting Manager

Bay County Utility Services

3410 Transmitter Rd.

Panama City, FL 32404

Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Friday, December 22, 2017 9:27 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Don,

As requested, attached is the required aid-to-construction to provide three-phase power to the proposed lift station at 1900 Hwy 388W. Remittance can be sent to the attention of Ms. Shannon Hill at our Southport office (9424 Hwy 77, PO Box 8370, Southport, FL 32409). The estimate does not include right-of-way acquisition as it is assumed that St. Joe will grant GCEC an easement along the southern portion of SR388.

Should you or The St. Joe Company have any questions or wish to discuss the project, please let me know.

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Peyton Gleaton  
**Sent:** Wednesday, December 20, 2017 1:19 PM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Great, Don, we should have the estimate ready before the end of the week.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Wednesday, December 20, 2017 1:11 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>



Cc: Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
Subject: RE: Hwy 388 Lift Stations

Peyton,

The SR 388 sewer forcemain and lift stations project is a St. Joe Company (SJC) project that once completed will be transferred to Bay County Utility Services (BCUS). The electric service billing info will need to come from SJC. When I get the estimate I will forward on to SJC and get them in contact with you for the connect service order and demand agreement.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

From: Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
Sent: Friday, December 15, 2017 8:28 AM  
To: Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
Cc: Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
Subject: RE: Hwy 388 Lift Stations

Thanks, Don!

Gulf Coast Electric Cooperative has three-phase facilities on SR388 one and a half miles east of 1900 Hwy 388W and can serve the lift station there.

We will begin preparing an estimate for the work and inquiring in to utility right-of-way easements.

Will Bay County Utilities Services (3410 Transmitter Rd) be responsible for the electric bill? If so, they will need to contact our office to create a connect service order and need to sign a demand agreement.

Thanks again,

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [mailto:[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)]  
**Sent:** Thursday, December 14, 2017 4:08 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** Hwy 388 Lift Stations

Peyton,

Attached is the info for the two lift stations on SR 388. Please let me know if you need any more info.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
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Fax: 850-248-5006  
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Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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## Donald Hamm

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Tuesday, March 6, 2018 9:47 AM  
**To:** Donald Hamm  
**Subject:** RE: 388 Lift Station

Yes. FPS2 – service should be connected this week.

FPS1 – will be ready when the site is ready.

**From:** Donald Hamm [mailto:dhamm@baycountyfl.gov]  
**Sent:** Tuesday, March 6, 2018 7:37 AM  
**To:** Precise, Bridget  
**Subject:** RE: 388 Lift Station

Bridget,

Thanks for the update. Have you heard anything from TECO yet?

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Precise, Bridget [mailto:Bridget.Precise@joe.com]  
**Sent:** Monday, March 05, 2018 2:53 PM  
**To:** Donald Hamm <dhamm@baycountyfl.gov>  
**Subject:** FW: 388 Lift Station

Hi Don,

Here is latest status on FM project. I did talk with Gulf Power this morning, and they are finalizing the build out for FPS2, but have not turned it over to construction yet.

Thanks,  
Bridget

**From:** Steve Summerbell [mailto:steve.summerbell@royalamerican.com]  
**Sent:** Monday, March 5, 2018 9:23 AM



To: Precise, Bridget  
Subject: RE: 388 Lift Station

FPS2:

All Piping done.  
Electrical should be complete by the end of week – 3/2  
Shelter up by the end of week – 3/2  
Waiting on Power, Gas, and Fiber (by others)  
Start up as soon as power and communications are connected  
Final Grade, Concrete, Rock site starting 3/5  
Limerock access road week of 3/5  
Asphalt access road to follow  
Fence

FPS1:

All sanitary structures set  
Currently plumbing lift station  
Set valve box and meter box, plumb the week of 3/5  
Start electrical week of 3/5  
Set equipment week of 3/12  
Shelter up by the end of week – 3/12  
Waiting on Power, Gas, and Fiber (by others)  
Start up as soon as power and communications are connected  
Final Grade, Concrete, Rock site starting 3/19  
Limerock access road week of 3/12  
Asphalt access road to follow  
Fence

CR388 FM:

Test on forcemain from Airport to FPS1 completed by 3/2  
Install fire hydrant at FPS1 on 3/5

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

6

**Donald Hamm**

---


**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Friday, January 19, 2018 5:07 PM  
**To:** Donald Hamm  
**Subject:** FW: GCEC Ltr- Gulf Power.pdf  
**Attachments:** GCEC Ltr- Gulf Power.pdf; 388 Lift Station.pdf; St Joe letter.pdf

Fyi.

**From:** Angie Morris [mailto:amorris@gcec.com]  
**Sent:** Friday, January 19, 2018 3:24 PM  
**To:** Precise, Bridget  
**Cc:** JROGERS@southernco.com  
**Subject:** GCEC Ltr- Gulf Power.pdf



**Gulf Coast  
Electric Cooperative**

A Touchstone Energy Cooperative 

January 19, 2018

Ms. Bridget Precise  
Vice President  
Development & Regulatory Affairs  
St. Joe Company

Re: 388 Lift Station Electrical Service  
1900 Hwy 388 West

Dear Ms. Precise,

This will serve to confirm receipt of your letter on January 18, 2018, following my email to you of January 17, 2018, a copy of which is attached. As I stated, under the Procedures and Guidelines filed by Gulf Power and Gulf Coast Electric with the Public Service Commission (Order No. PSC-01-0891A-Paa-EU), Gulf Coast Electric, by virtue of its existing facilities being over 3,168 feet closer to this second lift station (1900 Highway 388) than Gulf Power's existing facilities and the load being over 100 kVA, is entitled to serve this lift station and insists on doing so pursuant to its rights under this Procedure. We did not interfere when Gulf Power was closer to the first lift station and do not intend to do so. However, we are going to insist on service where we have the right, as we do with this lift station, we are closer, and by copy of this letter to Joshua, are confirming our objection to Gulf Power's actions to try to also secure the second lift station for itself.

Gulf Coast Electric meets the requirements of 2.2 of Section II of that Procedure and consequently did not have to consult with Gulf Power as to the former request to Gulf Coast Electric Cooperative, Inc. by Bay County and St. Joe Company for service. Now that that request is apparently trying to be withdrawn, I suspect with some encouragement by Gulf Power, the procedure requires that Gulf Power notify us that it "believes that its costs of service would not be significantly more than that of Gulf Coast Electric" and provide us with "all relevant information about the request." This has not been done by Gulf Power and I have already notified Gulf Power of the objection by Gulf Coast Electric and provided them with all relevant information about the request made to us (Gulf Coast Electric) on this recent request. Under the terms of this Procedure as

722 W. Highway 22 ~ P.O. Box 220 ~ Wewahitchka, Florida 32465  
9434 Highway 77 ~ P.O. Box 8370 ~ Southport, Florida 32409  
6243 E. Highway 98 ~ Panama City, Florida 32404

(850) 639-2216 Fax (850) 639-5061  
(850) 265-3631 Fax (850) 265-3634  
(850) 481-1188 Fax (850) 265-1184

[www.gcec.com](http://www.gcec.com)



applicable to this service, Gulf Power being 3.168 feet plus farther away from the second lift is not able to agree to provide service.

Furthermore, under the procedure, Gulf Power is prohibited from agreeing to provide service to this second lift station as it is a load less than 1,000 kVA and Gulf Power's existing facilities are presently farther than 10,000 feet from the point of delivery (actually over 11,000 feet) on Highway 388. Please direct St. Joe Company and Bay County representatives to contact me so that Gulf Coast Electric may proceed forward with its right to serve.

If Gulf Power does not agree to Gulf Coast Electric right to service, I have asked for a meeting with Joshua and Gulf Power to have each utility present the information requested by the procedure. Attached is a copy of a map depicting roughly the facility locations relative to this second lift station. During the period of resolution of this objection, if necessary, Gulf Coast Electric Cooperative, Inc. stands ready to provide temporary service through our closer existing facilities.

Sincerely,



**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.

Enclosures:  
St. Joe Letter  
388 Lift Station Map

Cc: Joshua Rogers, Gulf Power

722 W. Highway 22 ~ P.O. Box 220 ~ Wewahitchka, Florida 32465  
9434 Highway 77 ~ P.O. Box 8370 ~ Southport, Florida 32409  
6243 E. Highway 98 ~ Panama City, Florida 32404

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[www.gcec.com](http://www.gcec.com)



# Bay Co. Lift Station

1900 Hwy 388W

## Legend

GCEC

Gulf Power

Gulf Power  
Substation

Bay Co. Lift Station  
1900 Hwy 388W

GP Existing Line  
(toward airport and  
first Lift Station)

2.1 Mile to GP

GCEC Existing Line  
(toward SR77)

Google Earth

2 mi

N



7

**Donald Hamm**

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**From:** Donald Hamm  
**Sent:** Thursday, December 14, 2017 12:33 PM  
**To:** 'Precise, Bridget'  
**Subject:** RE: 388 Force Main

Bridget,

Can you send me any info or quotes from Gulf Power for the line to #2 lift station that we discussed today?

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Precise, Bridget [mailto:Bridget.Precise@joe.com]  
**Sent:** Thursday, November 16, 2017 3:56 PM  
**To:** Donald Hamm <dhamm@baycountyfl.gov>  
**Subject:** 388 Force Main

Hi Don,

Attached is a copy of the latest pay application with all change orders included.

Thanks,  
Bridget



**Bridget Precise**  
Vice President  
Development and Regulatory Affairs



The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

## Donald Hamm

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Thursday, December 14, 2017 12:36 PM  
**To:** Donald Hamm  
**Subject:** FW: 388 Force Main Lift Stations

Hi Don,

As requested. Below is all the information I have at the moment.

Bridget

**From:** Rogers, Joshua R. [mailto:JROGERS@southernco.com]  
**Sent:** Monday, December 11, 2017 10:09 AM  
**To:** Precise, Bridget  
**Subject:** RE: 388 Force Main Lift Stations

Bridget,

That's correct, it is the portion that would have to be paid before construction could start.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com  
*Stay connected with Gulf Power*



**From:** Precise, Bridget [mailto:Bridget.Precise@joe.com]  
**Sent:** Monday, December 11, 2017 10:04 AM  
**To:** Rogers, Joshua R. <JROGERS@southernco.com>  
**Subject:** RE: 388 Force Main Lift Stations

Hi Josh,

Thank you for the update. I just wanted to confirm that this is a cost that we would be responsible for covering?

Bridget

**From:** Rogers, Joshua R. [mailto:JROGERS@southernco.com]  
**Sent:** Monday, December 11, 2017 8:36 AM

**To:** Precise, Bridget  
**Subject:** RE: 388 Force Main Lift Stations

Bridget,

I wanted to give you an update on the Highway 388 lift stations. The location at 3815 was construction completed last week and is ready to provide service when the electrician completes their work. The location at 1900 will require a new line extension. I noticed that there was a land clearing company on site and thought you may want to have them complete the necessary tree work. If you have the trees and limbs in the right of way on the south side of the roadway cleared, the cost for Gulf to provide service to the new lift station will be approximately \$115,000. It will take us up to two months to complete the engineering on this project and provide the exact cost. Please let me know if you have any questions and whether or not you would like for us to proceed with completing the engineering for this project.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com

*Stay connected with Gulf Power*



**From:** Rogers, Joshua R.  
**Sent:** Thursday, October 12, 2017 10:53 AM  
**To:** 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
**Subject:** RE: 388 Force Main Lift Stations

Bridget,

The location at 3815 has existing power lines close to this address. As long as we can get some detailed information about the lift station electrical requirements, we should be able to meet the end of November completion time frame discussed.

For the location you requested that Gulf serve at 1900 W. Hwy 388, a new line extension will be required to serve this site. To start the analysis, I need the mechanical and electrical plans for the site.

Thanks,

Joshua Rogers, PE  
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Office: 850.872.3309 • Cell: 850.554.6583  
MyGulfPower.com

*Stay connected with Gulf Power*



**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, October 11, 2017 10:52 AM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Subject:** 388 Force Main Lift Stations



Hi Josh,

The lift station information is as follows:

Lift Station 1 is on parcel 26508-000-000 with a street address of 3815 W. Hwy 388

Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**

*Vice President*

*Development and Regulatory Affairs*

The St. Joe Company

133 S. WaterSound Parkway, WaterSound, FL 32461

o 850.231.6480 f 850.231.6595

e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

8

## Donald Hamm

---

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Bridget

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**Sent:** Monday, December 11, 2017 8:36 AM

**To:** Precise, Bridget  
**Subject:** RE: 388 Force Main Lift Stations

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Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
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*Stay connected with Gulf Power*



**From:** Rogers, Joshua R.  
**Sent:** Thursday, October 12, 2017 10:53 AM  
**To:** 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
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Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
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o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

## Donald Hamm

---

**From:** Peyton Gleaton <pgleaton@gcec.com>  
**Sent:** Wednesday, January 17, 2018 1:08 PM  
**To:** 'Precise, Bridget'  
**Cc:** Francis Hinson; Donald Hamm  
**Subject:** RE: Hwy 388 Lift Stations

Thank you for the update, Bridget,

Though our aid to construction charge may be higher, our quality of service is better, and GCEC is certainly the closest to the second lift station (1900 Highway 388) by over 3,160 feet so we most probably have the least cost to serve by quite a bit. By the territorial procedure filed with the PSC, we probably have the right to serve this and certainly do want to serve you there. I understand that the other lift station was closer to Gulf Power's facility on SR 388 and that was the reason they got to serve it. Please hold off on any commitment until we can get this straightened out with Gulf Power. I wrote them a letter yesterday to ask for a meeting to hopefully resolve and confirm our right to serve at 1900 Hwy 388W.

Sincerely,

***C. Peyton Gleaton Jr., PE***

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [mailto:Bridget.Precise@joe.com]  
**Sent:** Wednesday, January 17, 2018 8:53 AM  
**To:** Peyton Gleaton <pgleaton@gcec.com>; Donald Hamm (dhamm@baycountyfl.gov) <dhamm@baycountyfl.gov>  
**Cc:** Francis Hinson <fhinson@gcec.com>  
**Subject:** RE: Hwy 388 Lift Stations

Hi Peyton,

Unfortunately, we will not be moving forward with you guys on this project. I appreciate the time and effort you have spent on this, but we are committed to Gulf Power for servicing this area. I will be sending you a formal letter notifying you of this, and I sincerely apologize for the frustration this will create. I hope that we can work together on some future power needs with you.

Sincerely,  
Bridget



**Bridget Precise**

*Vice President*

*Development and Regulatory Affairs*

The St. Joe Company

133 S. WaterSound Parkway, WaterSound, FL 32461

o 850.231.6480 f 850.231.6595

e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Friday, January 12, 2018 8:29 AM

**To:** Precise, Bridget; Donald Hamm ([dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov))

**Cc:** Francis Hinson

**Subject:** RE: Hwy 388 Lift Stations

Bridget/Don,

Can you let me know where we are on this project? Since our conference call we have notified Gulf Power of our intent to serve the lift station at 1900 Hwy 388W, contacted TECO concerning minimum separation and encroaching on their gas line, and drafted a utility easement for the Creamer property (which will need to be crossed to access St. Joe property).

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax

**From:** Peyton Gleaton

**Sent:** Thursday, January 04, 2018 7:29 AM

**To:** Precise, Bridget <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations

Bridget,

To provide power to the lift station, we will need utility easements on parcels 26599-000-000 and 26597-000-000 in Bay County. I've attached a copy of the "blanket easement" we usually fill out and have landowners sign, if The St. Joe Company would like to draft a different utility easement we would be glad to consider it. We will need a 30ft right-of-way (15ft on each side of our line), and plan to construct the line on the South side of SR388 then cross to the North side at the lift station. We have not contacted Teco Energy yet to discuss encroaching on their gas line, but our power line will be (the Teco minimum required distance) South of the gas line.



Also, besides the easement, we will need aid to construction paid before construction can begin.

Looking forward to working with you on this project!

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]

**Sent:** Wednesday, January 03, 2018 9:54 AM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>; Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

We can use our conference call number:

1-877-860-3058

Passcode: 3938931030

Thanks,  
Bridget

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Wednesday, January 3, 2018 9:52 AM

**To:** Precise, Bridget; Donald Hamm

**Cc:** Francis Hinson; Shannon Hill; Tony Morrell

**Subject:** RE: Hwy 388 Lift Stations

Us too. What number should we call?

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]

**Sent:** Wednesday, January 03, 2018 9:51 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Works for me.

Bridget



**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Wednesday, January 3, 2018 9:50 AM  
**To:** 'Peyton Gleaton'  
**Cc:** Francis Hinson; Shannon Hill; Tony Morrell; Precise, Bridget  
**Subject:** RE: Hwy 388 Lift Stations

How does 2pm today sound for everyone?

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]  
**Sent:** Wednesday, January 03, 2018 9:45 AM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Don,

Any day/time is good with us except Thursday morning when we have a conflict.

Just let us know.

Thanks!

**C. Peyton Gleaton Jr., PE**  
Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Wednesday, January 03, 2018 9:19 AM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; 'Precise, Bridget' <[Bridget.Precise@joe.com](mailto:Bridget.Precise@joe.com)>

**Subject:** RE: Hwy 388 Lift Stations

Peyton,

Can we set up a conference call with GCEC, Bay Co., and St. Joe? We have some questions that I think we need to discuss before moving forward. Please let me know when is good for you.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, FL 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Friday, December 22, 2017 9:27 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Don,

As requested, attached is the required aid-to-construction to provide three-phase power to the proposed lift station at 1900 Hwy 388W. Remittance can be sent to the attention of Ms. Shannon Hill at our Southport office (9424 Hwy 77, PO Box 8370, Southport, FL 32409). The estimate does not include right-of-way acquisition as it is assumed that St. Joe will grant GCEC an easement along the southern portion of SR388.

Should you or The St. Joe Company have any questions or wish to discuss the project, please let me know.

Thank you,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.



9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Peyton Gleaton  
**Sent:** Wednesday, December 20, 2017 1:19 PM  
**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Great, Don, we should have the estimate ready before the end of the week.

Thanks!

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering  
Gulf Coast Electric Cooperative, Inc.  
9424 Hwy 77  
P.O. Box 8370  
Southport, Florida 32409  
850.265.3631 x3053  
850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]  
**Sent:** Wednesday, December 20, 2017 1:11 PM  
**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>  
**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>  
**Subject:** RE: Hwy 388 Lift Stations

Peyton,

The SR 388 sewer forcemain and lift stations project is a St. Joe Company (SJC) project that once completed will be transferred to Bay County Utility Services (BCUS). The electric service billing info will need to come from SJC. When I get the estimate I will forward on to SJC and get them in contact with you for the connect service order and demand agreement.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager  
Bay County Utility Services  
3410 Transmitter Rd.  
Panama City, Fl. 32404  
Office: 850-248-5010  
Fax: 850-248-5006  
Cell: 850-819-5202  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

**From:** Peyton Gleaton [<mailto:pgleaton@gcec.com>]

**Sent:** Friday, December 15, 2017 8:28 AM

**To:** Donald Hamm <[dhamm@baycountyfl.gov](mailto:dhamm@baycountyfl.gov)>

**Cc:** Francis Hinson <[fhinson@gcec.com](mailto:fhinson@gcec.com)>; Shannon Hill <[shill@gcec.com](mailto:shill@gcec.com)>; Tony Morrell <[tmorrell@gcec.com](mailto:tmorrell@gcec.com)>; Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** RE: Hwy 388 Lift Stations

Thanks, Don!

Gulf Coast Electric Cooperative has three-phase facilities on SR388 one and a half miles east of 1900 Hwy 388W and can serve the lift station there.

We will begin preparing an estimate for the work and inquiring in to utility right-of-way easements.

Will Bay County Utilities Services (3410 Transmitter Rd) be responsible for the electric bill? If so, they will need to contact our office to create a connect service order and need to sign a demand agreement.

Thanks again,

**C. Peyton Gleaton Jr., PE**

Vice President of Engineering

Gulf Coast Electric Cooperative, Inc.

9424 Hwy 77

P.O. Box 8370

Southport, Florida 32409

850.265.3631 x3053

850.265.3634 Fax

**From:** Donald Hamm [<mailto:dhamm@baycountyfl.gov>]

**Sent:** Thursday, December 14, 2017 4:08 PM

**To:** Peyton Gleaton <[pgleaton@gcec.com](mailto:pgleaton@gcec.com)>

**Subject:** Hwy 388 Lift Stations

Peyton,

Attached is the info for the two lift stations on SR 388. Please let me know if you need any more info.

Thanks,  
Don

*Donald E. Hamm*



Utility Development and Permitting Manager

Bay County Utility Services

3410 Transmitter Rd.

Panama City, FL 32404

Office: 850-248-5010

Fax: 850-248-5006

Cell: 850-819-5202

[www.baycountyfl.gov](http://www.baycountyfl.gov)

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.





Gulf Coast  
Electric Cooperative  
A "Sustainable Energy" Cooperative

Date:

December 22, 2017

Member Name:

ST. JOE COMPANY

Address:

SR 388

City:

SOUTHPORT

State:

FL

Zip:

32409

PID#

Service Order #

Staking Engineer

TONY MORRELL

### A. Cost of Construction

\$63,422.60

### B. Contribution In Aid to Construction

1. Number of Proposed Meters

1

2. Estimated Monthly Revenue Per Meter

\$ 400.00

3. Number of Meters Multiplied by Revenue Per Meter

\$ 400.00

4. Multiply by 12 Months

\$ 4,800.00

5. Multiply by Revenue Multiplier (1.90)

\$ 9,120.00

6. 100% Revenue times revenue Multiplier 1.90

\$ 9,120.00

7. Minus Cost of Construction

\$ 63,422.60

8. Right of Way Clearing

\$ 3,750.00

9. Cost in Aid to Construction (CIAC) **Total Cost**

\$ 58,052.60

# **EXHIBIT 4**

**Gillis, Jennifer (TAL - X35605)**

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Wednesday, October 11, 2017 11:52 AM  
**To:** Rogers, Joshua R.  
**Subject:** 388 Force Main Lift Stations

**Categories:** This email has been sent from an external address. Please use caution when clicking on links or opening attachments.

Hi Josh,

The lift station information is as follows:

Lift Station 1 is on parcel 26508-000-000 with a street address of 3815 W. Hwy 388

Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

Let me know if you need something else right now.

Thanks,  
Bridget



**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)



**Gillis, Jennifer (TAL - X35605)**

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Thursday, October 12, 2017 11:59 AM  
**To:** Rogers, Joshua R.  
**Subject:** Re: 388 Force Main Lift Stations

**Categories:** This email has been sent from an external address. Please use caution when clicking on links or opening attachments.

Thanks Josh.

I'll send over the plans.

Bridget

Bridget Precise  
The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

On Oct 12, 2017, at 10:53 AM, Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)> wrote:

Bridget,

The location at 3815 has existing power lines close to this address. As long as we can get some detailed information about the lift station electrical requirements, we should be able to meet the end of November completion time frame discussed.

For the location you requested that Gulf serve at 1900 W. Hwy 388, a new line extension will be required to serve this site. To start the analysis, I need the mechanical and electrical plans for the site.

Thanks,

Joshua Rogers, PE  
Gulf Power Company • Engineering Supervisor II  
Office: 850.872.3309 • Cell: 850.554.6583  
[MyGulfPower.com](http://MyGulfPower.com)

*Stay connected with Gulf Power*

<image001.png> <image002.png> <image004.png> <image005.png> <image006.png>

**From:** Precise, Bridget [<mailto:Bridget.Precise@joe.com>]  
**Sent:** Wednesday, October 11, 2017 10:52 AM  
**To:** Rogers, Joshua R. <[JROGERS@southernco.com](mailto:JROGERS@southernco.com)>  
**Subject:** 388 Force Main Lift Stations

Hi Josh,

The lift station information is as follows:

Lift Station 1 is on parcel 26508-000-000 with a street address of 3815 W. Hwy 388

Lift Station 2 is on parcel 26597-000-000 with a street address of 1900 W. Hwy 388

Let me know if you need something else right now.

Thanks,  
Bridget

<image007.png>

**Bridget Precise**  
*Vice President*  
*Development and Regulatory Affairs*

The St. Joe Company  
133 S. WaterSound Parkway, WaterSound, FL 32461  
o 850.231.6480 f 850.231.6595  
e [bridget.precise@joe.com](mailto:bridget.precise@joe.com) w [joe.com](http://joe.com)

**Gillis, Jennifer (TAL - X35605)**

---

**From:** Precise, Bridget <Bridget.Precise@joe.com>  
**Sent:** Thursday, October 12, 2017 5:43 PM  
**To:** Rogers, Joshua R.  
**Cc:** Wilkes, April  
**Subject:** Fwd: 388 FM Electrical  
**Attachments:** E-drawings. 360592.pdf; ATT00001.htm

**Categories:** This email has been sent from an external address. Please use caution when clicking on links or opening attachments.

Hi Josh,

Attached are the electrical plans for the 388 lift stations.

Thanks,  
Bridget

Bridget Precise  
The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

Begin forwarded message:

**From:** "Pitts, Tommy" <Gary.Pitts@mottmac.com>  
**Date:** October 12, 2017 at 5:00:39 PM EDT  
**To:** "Precise, Bridget" <Bridget.Precise@joe.com>  
**Cc:** "Zafar, Amir" <Amir.Zafar@mottmac.com>, "Elkins, Claude R" <Claude.Elkins@mottmac.com>  
**Subject:** RE: 388 FM Electrical

Hi, Bridget. The electrical plans are attached. Let me know if you need anything further.

**Tommy Pitts**  
Project Manager  
Mott MacDonald  
Office 850-763-9393  
Cell 850-899-5240

**From:** Precise, Bridget [mailto:Bridget.Precise@joe.com]  
**Sent:** Thursday, October 12, 2017 11:01 AM  
**To:** Pitts, Tommy <Gary.Pitts@mottmac.com>  
**Subject:** 388 FM Electrical

Hi Tommy,



Can you send me over the electrical sheets from the force main plans? I need to get those to Gulf Power so they can figure out the service needs.

Thanks in advance.

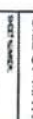
Bridget

Bridget Precise  
The St. Joe Company  
133 S WaterSound Parkway  
WaterSound, FL 32413  
Office: 850-231-6480  
Fax: 850-231-6489

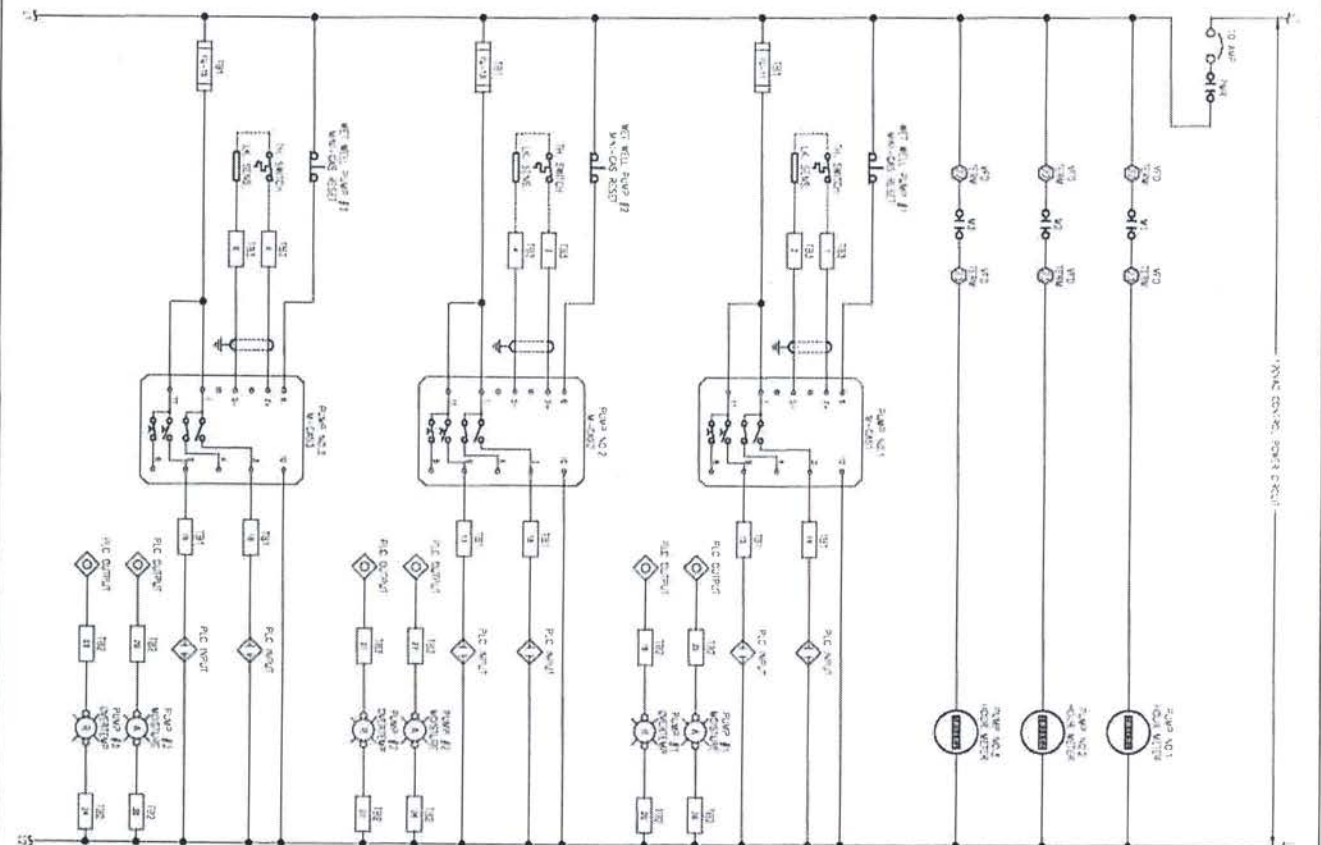


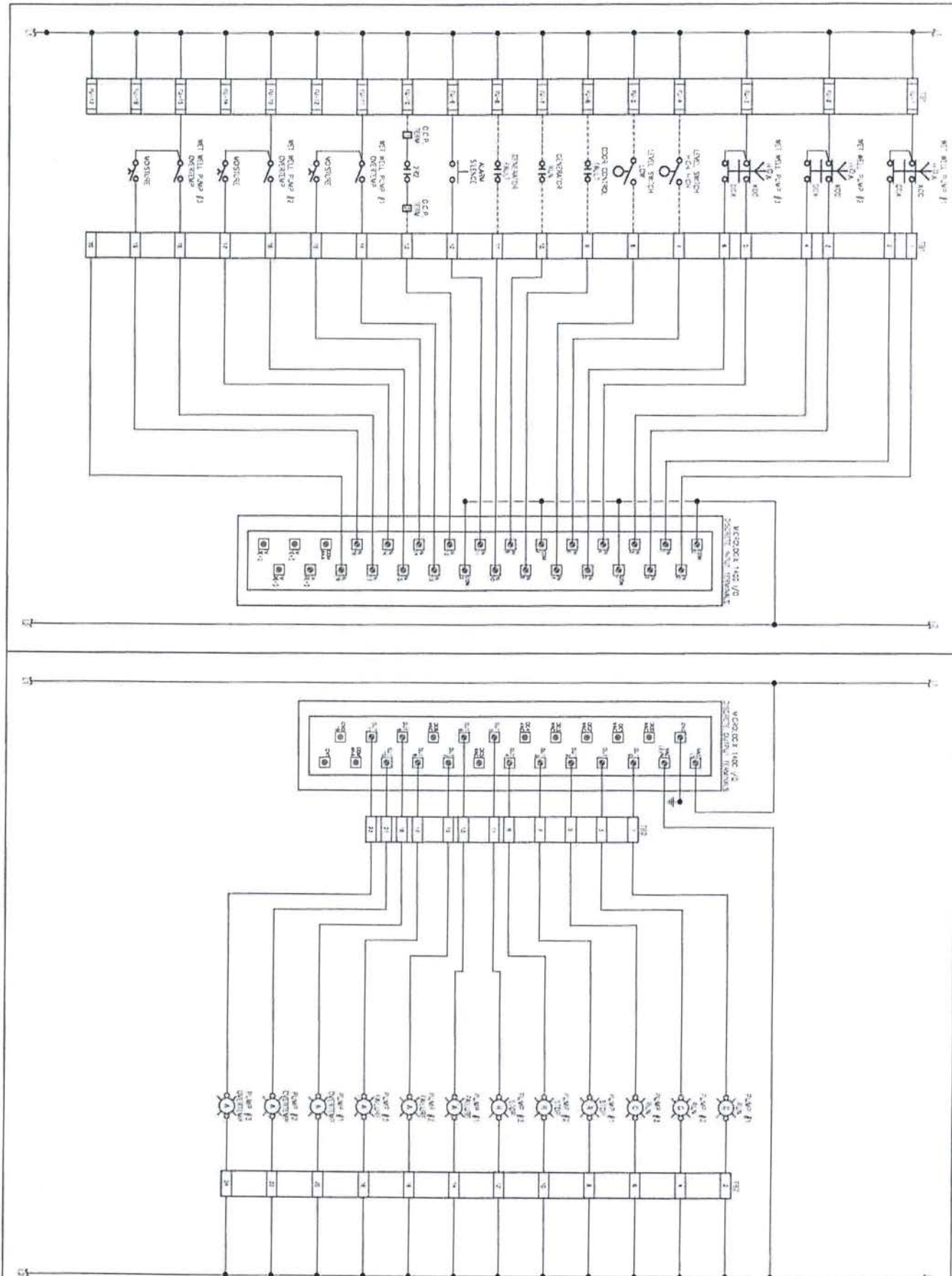


	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	th="" tv=""	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC	AD
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**REVISION**

NO.	DATE	REVISION
1	11/15/10	REVISED FOR CONSTRUCTION

**DESIGNER**  
Joseph Lane  
FLORIDA CERTIFICATION NO. 47832

**DATE**  
11/15/10

**PROJECT**  
FPS-1 & 2  
PANEL  
WIRING  
DIAGRAM

**SHEET NUMBER**  
E-04

**DATE**  
11/15/10

**DESIGNER**  
Joseph Lane  
FLORIDA CERTIFICATION NO. 47832

**DATE**  
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**PROJECT**  
FPS-1 & 2  
PANEL  
WIRING  
DIAGRAM

**SHEET NUMBER**  
E-04

**REVISION**

NO.	DATE	REVISION
1	11/15/10	REVISED FOR CONSTRUCTION

**BAY COUNTY**  
**HWY 388 FORCE MAIN**  
**BAY COUNTY, FLORIDA**

**Hatch Mott MacDonald**  
Hatch Mott MacDonald Florida, LLC

Architects Engineers Surveyors  
AA - 00000000 EB - 00000000 LB - 00000000  
1800 Eastman Ave., Suite 100  
Palm Beach Gardens, Florida 33418  
Telephone (561) 355-8881 • Fax (561) 354-1382

E-05

SHEET NUMBER

PANEL  
WIRING  
DIAGRAM

FPS-1 & 2

SHEET TITLE

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

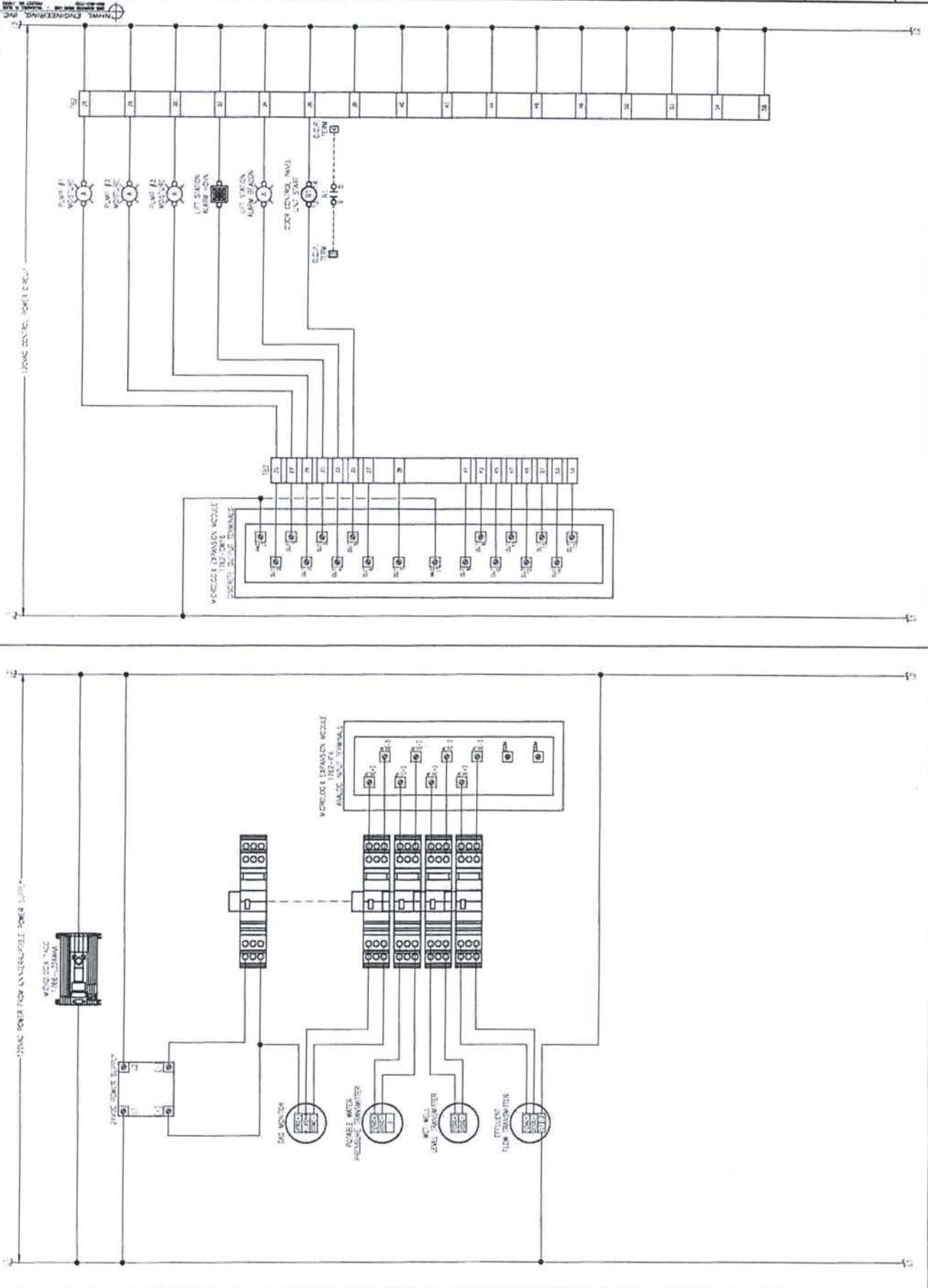
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PROJECT: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
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CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

BAY COUNTY, FLORIDA  
HWY 388 FORCE MAIN

ATCH MOTT  
Hatch Mott MacDonald  
14000 Highway 19, Suite 200  
Tampa, FL 33607  
Tel: 813.288.1100  
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**Gillis, Jennifer (TAL - X35605)**

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**From:** Wilkes, April <April.Wilkes@joe.com>  
**Sent:** Thursday, October 26, 2017 12:10 PM  
**To:** Rogers, Joshua R.  
**Subject:** 388 Lift Stations

**Categories:** This email has been sent from an external address. Please use caution when clicking on links or opening attachments.

Hi Josh,

I spoke to Bridget about the issue you mentioned yesterday. She has a meeting with contractor, engineer and County next week. She is going to see if there is any way we can bypass the second lift station until we can get power to the 2<sup>nd</sup>. Can you please continue to work on the pricing and schedule for us in the meantime?

Let me know if you have any other concerns on this project.

Thank you!

**April Wilkes**

*Manager – Regulatory & Public Affairs*

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