

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Complaint of The Great Marathon Radio)
Company against Florida Keys Electric)
Cooperative Association, Inc. Seeking Penalties)
And Other Relief for FKEC's Failure to) **Docket No. PSC-18- -EU**
Fulfill Its Duty To Provide Service, Failure To)
Follow Its Tariff, Failure To Comply With)
Multiple Florida Public Service Commission)
Rules, and Attempting to Impose an Unduly) **Date: October 18, 2018**
Discriminatory Rate Structure)**

MOTION TO EXPEDITE

Contemporaneously with the filing of this Motion to Expedite, The Great Marathon Radio Company ("Great Marathon") has filed a Complaint and Petition with the Florida Public Service Commission ("Commission") seeking a show cause order and a supplemental order from the Commission requiring Florida Electric Keys Cooperative Association ("FKEC") to act consistently with its Tariff and its duty to provide service and restore service to Great Marathon, to assess penalties against FKEC for FKEC's willing and knowing failure to act consistently with Commission Tariff filing rules and its Commission-approved Tariff, to declare the new rate structure that FKEC has proposed for Great Marathon is unduly discriminatory, and to provide such other relief as may be appropriate. Great Marathon respectfully requests that the Commission expedite its consideration of this matter. As grounds therefore, Great Marathon states:

1. As of the date of the filing of this Motion and the contemporaneous Complaint and Petition, Great Marathon has been without electric service for 150 days.

2. FKEC's service to Great Marathon was interrupted on May 21, 2018, when a sailboat operated and owned by an entity other than Great Marathon hit and damaged the FKEC facilities serving Boot Key, which is within FKEC's service area set forth in FKEC's Tariff.

3. Great Marathon takes electrical service from FKEC to operate two radio stations located on Boot Key. The rates charged by FKEC to Great Marathon include costs associated with the restoration of service in the event of an interruption.

4. FKEC has a duty to serve Great Marathon under its Tariff, Florida common law and Chapter 425, Florida Statutes. The duty to serve includes the duty to restore service.

5. FKEC is a monopoly provider of electric service to Boot Key. Great Marathon cannot look to another utility to provide service to provide electrical service to its radio stations.

6. Great Marathon requested restoration of service shortly after FKEC's service to Great Marathon was interrupted. FKEC's initial reaction was statements to the effect "we will have to get back to you." Several weeks later, FKEC indicated it would send Great Marathon a proposal for restoration of restoration of service. Two months after the service interruption, FKEC sent Great Marathon a "Term Sheet" outlining a proposal for restoration of service. The "Term Sheet" has a number of onerous terms, including but not limited to, the faultless customer assuming all costs above \$50,000, payment of a \$250,000 nonrefundable deposit, and payment of a further deposit unspecified in amount, all these payments to be undertaken before FKEC either undertakes design of restoration of facilities or pursuit of the sailboat operator or owner who initially caused the service interruption.

7. As addressed in detail in Great Marathon's Complaint, FKEC's Term Sheet is (a) completely outside its Commission-approved Tariff (Complaint paragraphs 19-22, 31-34), (b) violates Commission rules regarding the filing of Tariffs (Complaint paragraphs 43-51), (c)

proposes totally unreasonable terms for restoration of service that appear to be designed delay and frustrate service restoration (Complaint paragraph 34), and (d) is a new rate structure that is unduly discriminatory (Complaint paragraphs 35-42).

8. FKEC's offer to "negotiate" less demanding terms suffers from these same defects. FKEC has a duty to provide service, including restoring service, consistent with its Commission-approved Tariff, and its ostensible attempt to negotiate terms not provided in its Tariff is not good faith conduct. Great Marathon needs the Commission to protect it from FKEC's abuse of its monopoly position.

9. Great Marathon has essentially had its radio station business taken away from it for 150 days and counting due to FKEC's intentional denial of service restoration. Each day it loses revenues due to FKEC's intentional failure to restore service. It also has had to expend other costs to move one its stations to another site to broadcast in a much smaller range.

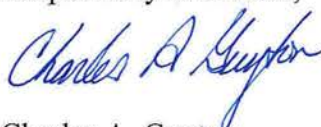
10. In this case, the injury is not solely to Great Marathon. The public welfare has been injured as well. As of the date of this filing, over 130 days of the Atlantic Hurricane season have passed without the residents of the Florida Keys having the services of these two radio stations, both of which provide news and public service announcements. As is well known, the residents of the Florida Keys are uniquely vulnerable to tropical storms and hurricanes and have very limited evacuation opportunities.. So, they rely upon radio media to protect and preserve their safety during the hurricane season. Despite that, FLEC has denied service restoration to these two radio stations.

11. FKEC's denial of service has also created a safety hazard on Boot Key in that none of the three towers used by Great Marathon has received electricity from FKEC necessary to serve warning lights located on Great Marathon's radio towers.

12. So, it is in the interest of not only Great Marathon but also the residents of the Florida Keys to have the Commission expeditiously consider this matter.

13. Great Marathon's counsel has attempted to consult with counsel for FKEC regarding FKEC's position on this motion to expedite. Great Marathon's email of October 17, 2018 sent at 12:05 pm inquiring as to FKEC's position on this motion to expedite is unanswered as of the finalization of the draft of this motion to expedite.

Respectfully submitted,




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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail and overnight courier to the following party this 18th day of October, 2018:

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