



Monica D. Barnes
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
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Monica.Barnes@fpl.com

June 23, 2025

-VIA ELECTRONIC FILING-

Adam Teitzman
Division of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20250082-EU Petition to Resolve Territorial Dispute with Florida Power & Light Company, by Gulf Coast Electric Cooperative, Inc.

Dear Mr. Teitzman:

Attached for electronic filing in the above docket is Florida Power & Light Company's Response to Gulf Coast Electric Cooperative, Inc's Petition to Resolve Territorial Dispute.

If there are any questions regarding this transmittal, please contact me at (561) 304-5684.

Sincerely,

s/ Monica D. Barnes
Monica D. Barnes

Attachments

cc: Counsel for Parties of Record (w/ attachment)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to Resolve Territorial Dispute
with Florida Power & Light Company, by
Gulf Coast Electric Cooperative, Inc.

Docket No.: 20250082

Filed: June 23, 2025

**FLORIDA POWER & LIGHT COMPANY RESPONSE TO PETITION TO RESOLVE
TERRITORIAL DISPUTE, BY GULF COAST ELECTRIC COOPERATIVE, INC.**

Florida Power & Light Company (“FPL”), by and through its undersigned counsel, and pursuant to Uniform Rule 28-106.203, Florida Administrative Code, hereby files its Response to Petition to Resolve Territorial Dispute, by Gulf Coast Electric Cooperative, Inc. (“GCEC”) in this docket as follows:

A. FPL is a Florida corporation with its principal place of business located at 700 Universe Boulevard, Juno Beach, Florida 33408. FPL is an investor-owned electric utility operating under the jurisdiction of this Commission.

B. FPL responds to GCEC’s Petition as follows with respect to each numbered allegation:

1. Not contested.

2. Not contested.

3. Florida Power & Light Company is located at:
700 Universe Boulevard
Juno Beach, FL 33408

4. Not contested. In the instant case, FPL’s predecessor Gulf Power Company (“Gulf Power”) and GCEC entered into a Territorial Agreement, which was reached by settlement of the parties and approved by Commission Order Nos. PSC-01-0891-PAA-EU and PSC-01-0891A-PAA-EU, and was subsequently amended and approved by Order No. PSC-2019-0134-PAA-EU.

5. FPL acknowledges that the Commission has the power to enforce rules and impose penalties pursuant to Section 366.095, Florida Statutes. However, FPL denies that it has willfully violated any lawful rule or order of the Commission.

6. Not contested.

7. Not contested.

8. FPL admits that under Section 336.04(5), Florida Statutes, the Commission has jurisdiction over the planning, development and maintenance of a coordinated electric power grid throughout Florida to assure 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. FPL further acknowledges and admits that pursuant to Section 366.095, Florida Statutes the Commission has the authority to impose penalties upon any utility subject to its jurisdiction that is found to have refused to comply or willfully violated any rule or order of the Commission. In the instant case, FPL has not refused to comply or willfully violated the terms of the Territorial Agreement.

9. Not contested.

10. Denied. On May 28, 2024, FPL received a service request from Garden Street Communities SE (the “Customer”). Specifically, the Customer requested three phase service for the new Parkbrook residential subdivision located in Bay County, Florida (the “Subdivision”). At the time of the request, the closest FPL Existing Facilities were located approximately 880 feet from the Point of Delivery to the Subdivision. Having satisfied the distance-to-load criteria as outlined in Section 2.2 of the Territorial Agreement, FPL was not required to conduct a comparative analysis nor provide notice to GCEC.

11. FPL acknowledges that the Commission has the statutory authority to approve territorial agreements and to supervise a statewide power system to avoid unnecessary duplication of facilities. *Gainesville-Alachua Cnty. Reg'l Elec., Water & Sewer Utilities Bd. v. Clay Elec. Co-op., Inc.*, 340 So. 2d 1159, 1161 (Fla. 1976). In addition, it is important to note that territorial agreements are not required to be lines-on-the-ground boundaries. The Commission approved the Territorial Agreement which was agreed to and submitted to the Commission for approval by both FPL's predecessor Gulf Power and GCEC. The subject Territorial Agreement does not establish "lines on the ground" territorial boundaries.

12. Denied. The concept of the subject Territorial Agreement was derived from Order No. PSC-950271-FOF-UE, wherein the Commission directed the parties "to negotiate in good faith to develop a territorial agreement to resolve duplication of facilities and establish a territorial boundary in south Washington and Bay Counties." The Commission also ruled that if the parties were unable to reach an agreement, an additional evidentiary hearing would proceed to resolve the continuing dispute. *Id.* at 12. The parties were unable to resolve the issue of establishing territorial boundaries. As such, the Commission declined to establish territorial boundaries and determined that territorial disputes will be resolved on a case-by-case basis. *See* Order No. PSC-98-0174-FOF-EU, at 12.¹ GCEC is attempting to relitigate and collaterally attack the Commission's decisions in Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU.

13. GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU. Both FPL's predecessor Gulf Power and GCEC developed and agreed to the terms of the current Territorial Agreement,

¹ GCEC appealed to the Florida Supreme Court, and the Court agreed with the Commission in determining that territorial boundaries should not be imposed. *See Gulf Coast Elec. Co-op., Inc. v. Johnson*, 727 So.2d. 259 (1999).

which was reached by settlement of the parties and approved by Commission. FPL only acknowledges that Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU speak for themselves.

14. GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU. FPL only acknowledges that Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU speak for themselves.

15. GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order No. PSC-98-0174-FOF-EU. FPL only acknowledges that Order No. PSC-98-0174-FOF-EU speaks for itself.

16. FPL denies GCEC's claim that it was constrained to comply with the majority's directive in Order No. PSC-98-0174-FOF-EU, where both parties developed and agreed to enter into a settlement agreement to amicably resolve the underlying territorial dispute. GCEC is attempting to relitigate and collaterally attack Order Nos. PSC-98-0174-FOF-EU, PSC-01-0891-PAA-EU and PSC-01-0891A-PAA-EU.

17. FPL acknowledges that the Territorial Agreement speaks for itself. On the date of the Customer request, FPL's Existing Facilities in the requested service satisfied the distance-to-load criteria as outlined in Section 2 of the Territorial Agreement. As such, FPL was not required to provide notice to GCEC.

18. FPL only acknowledges that the Territorial Agreement speaks for itself.

19. FPL only acknowledges that the Territorial Agreement speaks for itself.

20. FPL only acknowledges that the Territorial Agreement and Order No. PSC-01-0891-PAA-EU speak for themselves.

21. FPL only acknowledges that Order Nos. PSC-98-0174-FOF-EU and PSC-2019-0134-EU speak for themselves. GCEC is attempting to relitigate and collaterally attack the Commission's decisions in Order Nos. PSC-95-0271-FOF-EU and PSC-98-0174-FOF-EU. Contrary to GCEC's assertion otherwise, the Territorial Agreement has worked as intended since 2001 with only two disputes having arisen, the instant case and another that was resolved through a settlement of the parties.

22. Denied.

23. FPL lacks personal knowledge of the assertions made by GCEC. On May 28, 2024, FPL received a service request from the Customer for three-phase service for the Subdivision that is at issue.

24. FPL only acknowledges that the Territorial Agreement speaks for itself.

25. FPL only acknowledges that the projected Load is greater than 1000 kVA, and customer choice prevails if the distance-to-load criteria is satisfied.

26. Denied. Existing Facilities include those that are planned or under construction. On the date of receipt of the Customer's request for service, FPL had an approved construction design to meet a three-phase service for a third-party residential subdivision.² The facilities under construction were located approximately 880 feet from the Point of Delivery to the subject Subdivision. A copy of written communications and maps outlining the third-party customer's request is attached hereto and incorporated herein as Exhibit "A".

27. Denied. As stated in the preceding paragraph, at the time of the subject service request, FPL's nearest three-phase Existing Facilities were located approximately 880 feet from

² The subject "Existing Facilities" were designed and constructed in response to a request for service received from third party developer, D.R. Horton for the Liberty residential subdivision.

the Point of Delivery to the Subdivision. The Customer requires three-phase service which cannot be provided by single- or two-phase service.

28. Denied. As previously stated, FPL's nearest three-phase Existing Facilities were located approximately 880 feet from the Point of Delivery to the subject Subdivision. Based on this fact, FPL clearly met the distance-to-load criteria under Section 2.2 of the Territorial Agreement.

29. Denied. FPL's nearest three-phase Existing Facilities were located approximately 880 feet from the Point of Delivery to the subject Subdivision. Based on this fact, FPL clearly met the distance-to-load criteria under Section 2.2 of the Territorial Agreement.

30. Denied. As previously stated above, FPL's nearest three phase Existing Facilities were located within 880 feet from the Point of Delivery to the subject Subdivision. As such, FPL met the distance to-load criteria as outlined in Section 2.2(d) of the Territorial Agreement for a load greater than 1,000 kVA are "no more than 2,500 feet". GCEC's single- and two-phase facilities adjacent to the Subdivision are not adequate to serve the Customer's load and cannot be considered Existing Facilities under the Territorial Agreement.

31. Denied. In accordance with the terms of Section 2 of the Territorial Agreement, FPL was not obligated to perform a comparative analysis because the pre-requisite load-to-distance criteria was met.

32. Denied.

33. Denied. Existing Facilities include those that are planned or under construction. In the instant case, the Existing Facilities were planned and under construction to provide service to a new phase of an existing subdivision served by FPL.

34. Denied. As previously stated, the Existing Facilities were planned and under construction to provide service to a new phase of an existing subdivision served by FPL. Therefore, FPL was not required to follow the comparative analysis procedure as alleged by GCEC.

35. Denied.

36. Not contested.

37. FPL does not contest that the parties met in an effort to resolve the subject conflict. However, the meetings occurred on February 10, 2025 and April 11, 2025.

38. GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order No. PSC-98-0174-FOF-EU.

39. Denied. FPL only acknowledges that Order No. PSC-98-0174-FOF-EU speaks for itself. Being dissatisfied with the application of the Territorial Agreement in the instant case, GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order No. PSC-98-0174-FOF-EU. Since the Territorial Agreement was approved, only two disputes have arisen, the instant case and another that was resolved through a settlement of the parties.

40. Denied. Being dissatisfied with the application of the Territorial Agreement in the instant case, GCEC is attempting to relitigate and collaterally attack the Commission's decision in Order No. PSC-98-0174-FOF-EU. Since the Territorial Agreement was approved, only two disputes have arisen, the instant case and another that was resolved through a settlement of the parties.

WHEREFORE, FPL respectfully requests that the Commission enter an order denying GCEC's prayer for relief and declare that FPL, having complied with Section 2.2 of the Territorial Agreement, is entitled under the plain language of the Territorial Agreement to

furnish electric service to the Subdivision and deny GCEC's request to establish territorial boundaries.

Respectfully submitted this 23rd day of June 2025.

FLORIDA POWER & LIGHT COMPANY

By: /s/ Monica D. Barnes _____

Russell Badders
Assistant General Counsel
Florida Bar No. 007455
russell.badders@fpl.com
Monica D. Barnes
Senior Attorney
Florida Bar No. 0688991
monica.barnes@fpl.com
Florida Power & Light Company
700 Universe Blvd LAW/JB
Juno Beach, FL 33408
(561) 304-5684

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished
by Electronic Mail on this 23rd day of June 2025 to the following:

Jennifer Crawford
Ryan Sandy
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
jcrawford@psc.state.fl.us
rsandy@psc.state.fl.us

J. Patrick Floyd
Gulf Coast Electric Cooperative, Inc.
408 Long Avenue
Port Saint Joe, FL 32456
j.patrickfloyd@jpatrickfloyd.com

D. Bruce May
Kathryn Isted
Gulf Coast Electric Cooperative, Inc.
315 South Calhoun Street, Suite 600
Tallahassee, FL 32301
bruce.may@hklaw.com
kathryn.isted@hklaw.com

John Bartley
Gulf Coast Electric Cooperative, Inc.
P.O. Box 220
Wewahitchka, FL 32465
jbartley@gcec.com

/s/ Monica D. Barnes

Monica D. Barnes
Florida Bar No. 0688991

Attorney for Florida Power & Light Company

EXHIBIT A

Morales, Nestor

From: Butler, Christopher
Sent: Friday, April 25, 2025 6:07 AM
To: Morales, Nestor
Subject: FW: Liberty Ph-10, Ph-11, and Spur Road

From: John Pollman <jpollman@cwrcontracting.com>
Sent: Wednesday, March 27, 2024 1:17 PM
To: Butler, Christopher <Christopher.Butler@fpl.com>; Kim Bottomy <kim@kbengineering.com>
Cc: Morales, Nestor <Nestor.Morales@fpl.com>; Shawn Kelley <SKelley1@drhorton.com>
Subject: RE: Liberty Ph-10, Ph-11, and Spur Road

Caution - External Email (jpollman@cwrcontracting.com)

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Yes. we are shooting for 4 months to get to where our asphalt stops at Nadine.

We are going to do phase 10 and then 11. Road crossings other than the blvd would be good to have in a couple months. Installing conduit ph 10 probably 8 months out. Ph 11 probably 10 months out.

Thanks,

John Pollman
Project Manager
C.W. Roberts Contracting, Inc.
4116 Highway 231 N | Panama City, FL 32404
O 850.785.4675 | M 850-527-5640



From: Butler, Christopher <Christopher.Butler@fpl.com>
Sent: Wednesday, March 27, 2024 11:31 AM
To: John Pollman <jpollman@cwrcontracting.com>; Kim Bottomy <kim@kbengineering.com>
Cc: Morales, Nestor <Nestor.Morales@fpl.com>; Shawn Kelley <SKelley1@drhorton.com>
Subject: RE: Liberty Ph-10, Ph-11, and Spur Road

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-John, thanks for the info and quick reply. I just want to clarify that you will be paving all the way to Nadine Road within the next four months, and either the city or Parkbrook will pave the section of Nadine from Old Majette Tower Road to the Parkbrook development? I will get you a duct crossing plan for the BLVD asap. What is your timeline for installing conduit within Ph-10 & 11?

-Hi Kim, can you send me the latest cad file for Liberty Ph-10 & 11 and the BLVD? Also, can you share the lift station plans with me?

Please let me know if you have any questions, concerns, or need anything from me.

Thank you,

Chris Butler
Senior Technical Specialist - Large Projects, Panama City
Eastern District Engineering

Florida Power & Light Company
Office: 850-872-3211
Christopher.Butler@FPL.com



FPL

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Nestor Morales at (o) 850-872-3224 or Nestor.Morales@fpl.com.

FPL NWFL Metering Handbook <https://www.fpl.com/content/dam/fplgp/us/en/northwest/pdf/Metering-Handbook.pdf>

Approved Meter Enclosure List <https://www.fpl.com/content/dam/fplgp/us/en/northwest/pdf/MEG-Approved-Sockets.pdf>

Engineer Area Maps, Builder and Developer Links, etc. <https://www.fpl.com/northwest/business/grow/contractor-and-developer-resources.html>

From: John Pollman <jpollman@cwrcontracting.com>
Sent: Wednesday, March 27, 2024 11:05 AM
To: Butler, Christopher <Christopher.Butler@fpl.com>; Shawn Kelley <SKelley1@drhorton.com>
Cc: Morales, Nestor <Nestor.Morales@fpl.com>; Kim Bottomy <kim@kbengineering.com>
Subject: RE: Liberty Ph-10, Ph-11, and Spur Road

Chris,

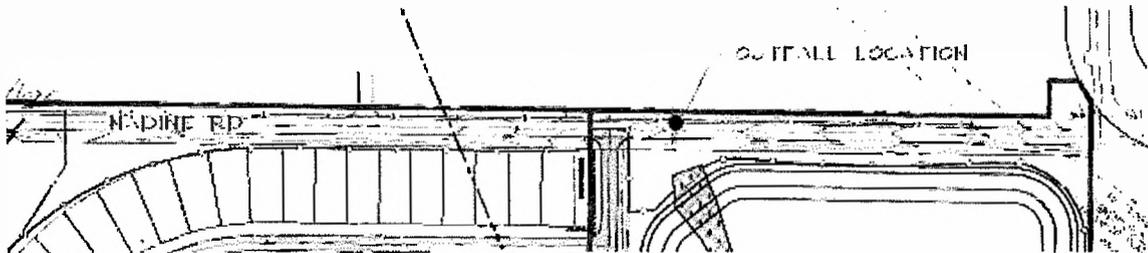
Since Shawn is new I will provide what I can.

We have the DO. Clearing is complete and the lift station comes tomorrow, so we will be installing sewer. Half the ponds are dug. I am hoping to have the BLVD built out in about 4 months. We are putting curb

down next week in the 5A section. If you know anywhere we need to install crossings that would be helpful.

Below is a link to the RFC plans. Kim can send you a CAD file if needed.

Our project stops at Nadine and the city or Parkbrook is building to the tie in of old Majette is what I've been told. See where pavement stops below.



<https://cwrcontracting.sharefile.com/public/share/web-se3c509dcc7e24b529c32ce61683618c9>

Shawn – we have been installing conduit for the rest of the project. You should be able to see our pricing from previous phases to help budget.

John Pollman
Project Manager
C.W. Roberts Contracting, Inc.
4116 Highway 231 N | Panama City, FL 32404
O 850.785.4675 | M 850-527-5640



From: Butler, Christopher <Christopher.Butler@fpl.com>
Sent: Wednesday, March 27, 2024 10:29 AM
To: Shawn Kelley <SKelley1@drhorton.com>
Cc: Morales, Nestor <Nestor.Morales@fpl.com>; John Pollman <jpollman@cwrcontracting.com>; Kim Bottomy <kim@kbengineering.com>
Subject: RE: Liberty Ph-10, Ph-11, and Spur Road

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Thank you Shawn

From: Shawn Kelley <SKelley1@drhorton.com>
Sent: Wednesday, March 27, 2024 9:59 AM
To: Butler, Christopher <Christopher.Butler@fpl.com>
Cc: Morales, Nestor <Nestor.Morales@fpl.com>; John Pollman <jpollman@cwrcontracting.com>; Kim Bottomy <kim@kbengineering.com>
Subject: RE: Liberty Ph-10, Ph-11, and Spur Road

Hey Chris, will get the answers to the below questions tomorrow in my development meeting at Liberty and let you know

Shawn Kelley
Land Development Manager
Panama City Division

D.R. HORTON
14251 Panama City Beach Pkwy, Panama City Beach, FL 32413
office: [850.660.1742](tel:850.660.1742) mobile: [850.232.4272](tel:850.232.4272)
email: skelley1@drhorton.com

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----- Original message -----

From: "Butler, Christopher" <Christopher.Butler@fpl.com>
Date: 3/27/24 9:53 AM (GMT-06:00)
To: Shawn Kelley <SKelley1@drhorton.com>
Cc: Rich Hart <RHart@drhorton.com>, "Morales, Nestor" <Nestor.Morales@fpl.com>
Subject: Liberty Ph-10, Ph-11, and Spur Road

[External]

Good morning Shawn,

I'm in the process of designing the underground feeder extension through Liberty to serve Ph-10 & 11 and have a few questions.

-When do you expect to receive your development order for Ph-10 & 11?

-Are you planning on installing the conduit within Ph-10 & 11 to help offset the cost of the feeder extension?

-Are you planning on building the spur road all the way to Nadine currently? If not, where do you plan to stop the spur road?

I have quit a bit of work to do to get power to Ph-10 & 11. The sooner I can get a signed set of plans, the better chance I will have to stay ahead of you guys.

I really appreciate you taking the time to answer these questions.

Thanks again,

Chris Butler

Senior Technical Specialist - Large Projects, Panama City
Eastern District Engineering

Florida Power & Light Company

Office: 850-872-3211

Christopher.Butler@FPL.com



FPL

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Nestor Morales at (o) 850-872-3224 or Nestor.Morales@fpl.com.

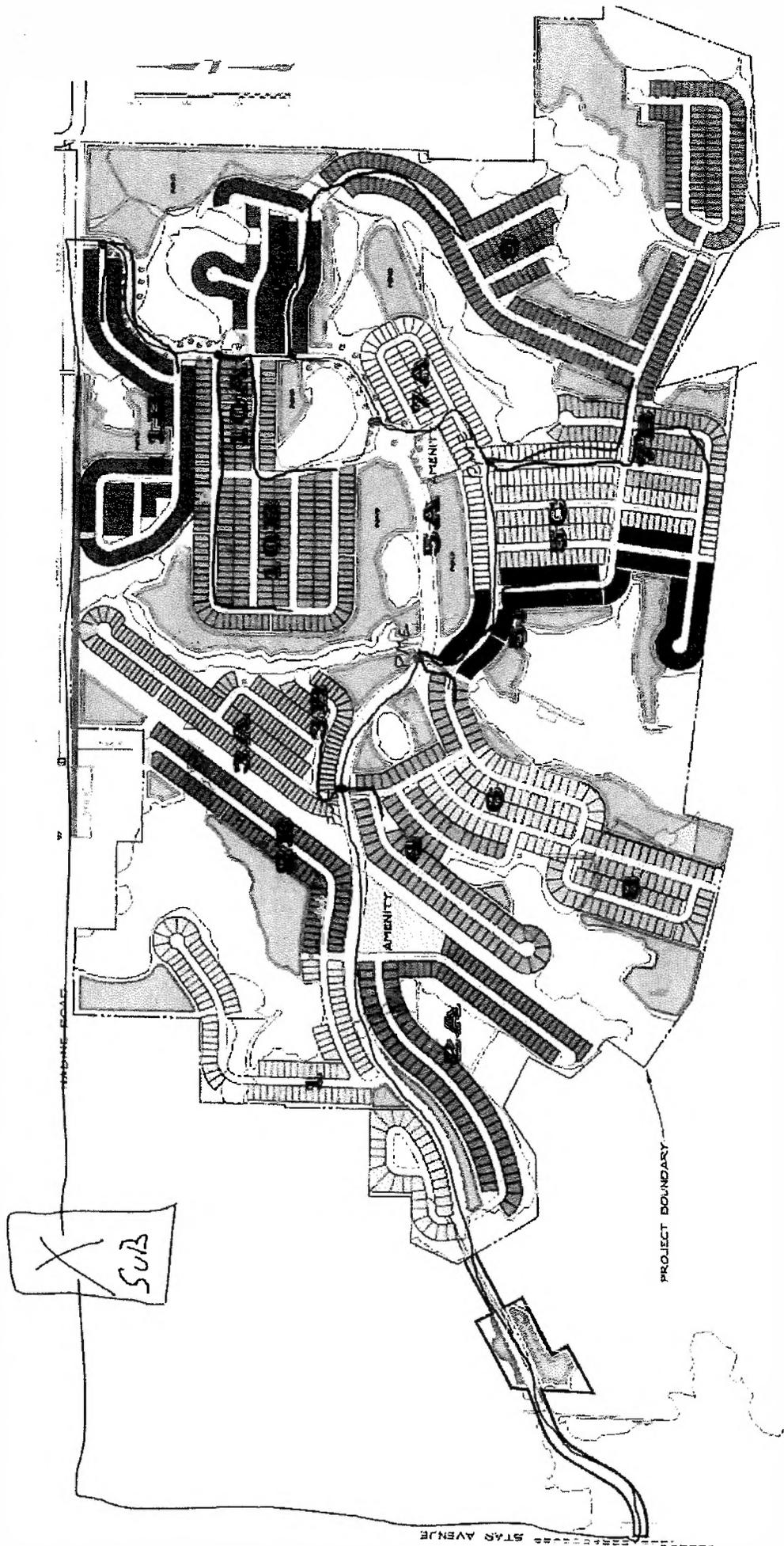
FPL NWFL Metering Handbook <https://www.fpl.com/content/dam/fplgp/us/en/northwest/pdf/Metering-Handbook.pdf>

Approved Meter Enclosure List <https://www.fpl.com/content/dam/fplgp/us/en/northwest/pdf/MEG-Approved-Sockets.pdf>

Engineer Area Maps, Builder and Developer Links, etc. <https://www.fpl.com/northwest/business/grow/contractor-and-developer-resources.html>

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