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STATE OF FLORIDA



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Public Service Commission

September 17, 2025

STAFF'S FOURTH DATA REQUEST *via email*

Malcolm N. Means, Esquire
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Gary A. Roberts, Esquire
City Attorney, Quincy Florida
130 Salem Court
Tallahassee, FL 32301
garyr@garyrobertslaw.com

RE: Docket No. 20250039-EU – Petition to resolve territorial dispute in Gadsden County with the City of Quincy, by Talquin Electric Cooperative, Inc.

Dear Mr. Means and Mr. Roberts:

By this letter, the Commission staff requests that Talquin Electric Cooperative, Inc. (Talquin) and The City of Quincy (Quincy) provide responses to the following data requests:

1. Rule 25-6.0440(1)(d), Florida Administrative Code, addresses the obligation the joint petitioners are under to provide information about the differences in rates to customers that are subject to transfer under this proposed Agreement.
 - a. For Talquin: Please provide a July 2025 sample bill for the 39 residential class customers who are now regarded as an Extra Territorial Customers with Quincy. Provide the sample bill based on using 1,000 kilowatt-hours per month.
 - b. For Quincy: Please provide a July 2025 sample bill for a residential class customer using 1,000 kilowatt-hours of usage per month. Clarify in your response that this is the correct rate schedule for the 39 residential class customers who are subject to transfer from Talquin, pending the Commission's approval of the Agreement.

2. Rule 25-6.0440(1)(d), Florida Administrative Code, addresses the obligation the joint petitioners are under to provide information about the differences in rates to customers who are subject to transfer under this proposed Agreement.
 - a. For Talquin: Please provide a July 2025 sample bill for the 2 business/commercial class customers who are now regarded as an Extra Territorial Customers with Quincy. Provide the sample bill based on using 1,000 kilowatt-hours per month.
 - b. For Quincy: Please provide a July 2025 sample bill for the business/commercial class customer using 1,000 kilowatt-hours of usage per month. Clarify in your response that this is the correct rate schedule for the 2 business/commercial class customers who are subject to transfer from Talquin, pending the Commission's approval of the Agreement.
3. Exhibit C to the joint petition includes a sample letter Talquin sent to the Extra Territorial Customers who are subject to transfer in this proceeding. Please answer the following:
 - a. If known, were all letters delivered (e.g., did Talquin receive any notifications from the United States Postal Service that any of the letters were undelivered ["returned to sender"])?
 - b. Since sending the letter on September 2nd and up to the date the utility proves a response, how many reply letters, phone calls, emails, and/or other forms of customer correspondence has Talquin received regarding this pending matter? Please summarize the nature of those customer contacts (i.e., if applicable, state the number of those in favor versus opposed and the general consensus of the affected customers' opinions).
 - c. Was the Cooperative Member who contacted the Cooperative with his preference to maintain his electric utility accounts as described in the Petition at Paragraph 15.e. also one of the customers providing correspondence to the customer notice sent by Talquin as described in the Petitioners' response to Question 4.b. above?
4. Page 8 of the proposed Agreement, Paragraph 16.b., states, in part, the Agreement "... will not cause a decrease in the reliability of electrical service for existing or future customers of either Cooperative or Quincy." Please provide any analysis and/or documents supporting this assertion.

5. Section 4.7 of the proposed Agreement states, in part, "Nothing herein shall be construed to prevent or in any way prohibit the right of each party to maintain any existing Express Distribution Lines within the Territorial Area of the other party." Please answer the following as it relates to the previous sentence:
 - a. As of the date Talquin prepares its response to the query, how many Express Distribution Lines are currently in the Quincy service area as defined by this proposed Agreement?
 - b. As of the date Quincy prepares its response to the query, how many Express Distribution Lines are currently in the Talquin service area, as defined by this proposed Agreement?
 - c. Please provide any document(s) that support and/or explain that the existing Express Distribution Lines referenced in Section 4.7 of the proposed Agreement do not and will not result in uneconomic duplication of facilities. If no such document exists, please explain why uneconomic duplication does not and will not result from the existence of such lines.
6. Sections 2.8 and 2.9 of the proposed Agreement reference the execution of a franchise fee agreement for use of the City's rights of way by Talquin. Does the City agree that the Commission does not have any jurisdiction over the execution of franchise agreements and enforcement of franchise fees?
7. Sections 2.8 and 2.9 of the proposed Agreement reference the execution of a franchise fee agreement for use of the City's rights of way by Talquin. Does the Cooperative agree that the Commission does not have any jurisdiction over the execution of franchise agreements and enforcement of franchise fees?

Please file all responses electronically no later than Monday, September 29, 2025, through the Commission's website at www.floridapsc.com, by selecting the Clerk's Office tab and Electronic Filing Web Form. *In addition, please email the filed response to discovery-gcl@psc.state.fl.us.*

Please feel free to call me at (850) 413-6218 if you have any questions.

Sincerely,

/s/ Suzanne Brownless
Suzanne Brownless
Special Counsel

SBr/ds

cc: Office of Commission Clerk