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September 18, 2018

Ms. Carlotta Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20180125-EU

Dear Ms. Stauffer:

Attached is Gulf Power Company's Response in Opposition to Gulf Coast Electric Cooperative Inc.'s Motion for Summary Final Order filed on September 11, 2018 in the above-referenced docket.

Sincerely,

A handwritten signature in blue ink that reads "C. Shane Boyett".

C. Shane Boyett
Regulatory and Cost Recovery Manager

md

Attachments

cc: Gulf Power Company
Jeffrey A. Stone, Esq.
Beggs & Lane
Russell Badders, Esq.

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 18, 2018

**GULF POWER COMPANY’S RESPONSE
IN OPPOSITION TO GULF COAST ELECTRIC
COOPERATIVE, INC.’s MOTION FOR SUMMARY FINAL ORDER**

Gulf Power Company (“Gulf Power,” “Gulf,” or “the Company”), pursuant to Rule 28-106.204, Florida Administrative Code, responds in opposition to Gulf Coast Electric Cooperative, Inc.’s (“GCEC”) Motion for Summary Final Order filed on September 11, 2018 (the “Motion”).

BACKGROUND

The factual background underlying this dispute is set forth in detail in multiple filings in this docket, including Gulf Power’s Brief in Support of Motion for Summary Final Order filed on September 11, 2018 (“Brief in Support”). In the interest of efficiency, Gulf Power will not repeat those facts here. Capitalized terms not otherwise defined in this response have the meaning ascribed to them in Gulf’s Brief in Support.

ANALYSIS AND ARGUMENT

A. GCEC’s Inconsistent Positions

GCEC vigorously contends in its Brief in Opposition to Gulf Power’s Motion for Summary Final Order that the issue of “waiver” is an inherently factual issue that cannot be resolved on a motion for summary final order. (Brief in Opposition at p. 25.) Yet GCEC asserts in its own Motion that GCEC is entitled to a Summary Final Order finding “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.” (Motion at p. 33.) (emphasis added) GCEC’s positions on this issue are inherently contradictory. On one hand, GCEC claims in its Brief in Opposition that the “waiver” issue is not susceptible to summary adjudication. On the other hand, GCEC’s Motion asserts that the “waiver” issue is susceptible to summary adjudication. GCEC cannot have it both ways. Regardless, as will be explained below, GCEC’s “waiver” argument is immaterial to the issues currently before the Commission.

B. Sufficiency of Notice

As a preliminary matter, Gulf Power notes that the terms “waived” or “waiver” do not appear anywhere in the body of Gulf’s Answer or Motion for Summary Final Order. Gulf Power has not raised a defense of “waiver” in this proceeding. Florida Rule of Civil Procedure 1.110(d) includes waiver as an affirmative defense. See also, Coastal Bay Golf Club, Inc. v. Holbein, 231 So. 2d 854, 858 (Fla. 3d DCA 1970) (“Waiver is an affirmative defense that must be pleaded and established by defendant.”) An affirmative defense is defined as “[a] defense which admits the cause of action, but avoids liability, in whole or in part, by alleging an excuse, justification, or other matter negating or limiting liability.” State Farm Mut. Auto. Ins. Co. v. Curran, 135 So. 3d 1071, 1079 (Fla. 2014). Despite GCEC’s lamentations about the purported waiver issue, this defense was not asserted by Gulf Power. It is GCEC—not Gulf Power—which has injected the waiver issue into this litigation. Waiver appears to have been presented by GCEC in a manner to confuse the issue, which is whether Gulf breached the Territorial Agreement by allegedly failing to comply with the notice provision. If Gulf’s notice was sufficient, as Gulf vigorously contends, then there is no issue of waiver. Rather, a breach of the Territorial Agreement must occur before GCEC can decide (knowingly or otherwise) whether to waive the alleged breach. C.f., Husky Rose, Inc. v. Allstate Ins. Co., 19 So. 3d 1085, 1088 (Fla. 4th DCA 2009) (discussing waiver after

breach); Muniz v. Crystal Lake Project, 947 So. 2d 464, 470 (Fla. 3rd DCA 2006) (waiver after breach); Universal Printing v. U.S. Fire Ins. Co., 934 So. 2d 487 (Fla. 3^d DCA 2004) (waiver after breach).

The threshold issue is not waiver. Rather, as clearly framed in the procedural order, the issue is “[w]hether the October 20, 2017, e-mail was sufficient notice under the terms of the Territorial Agreement.” (Order at p. 2.) In its Motion, GCEC asserts without basis that Gulf Power’s Notice in this case was required, at a minimum, to include 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.” (Motion at p. 32.)¹ GCEC then contends that because Gulf’s Notice did not include each of these purportedly mandatory elements, GCEC is therefore entitled to a finding, as a matter of law, that Gulf’s notice was deficient under the Agreement. (Motion at pp. 32-33.) For the reasons stated below, GCEC’s request should be denied.

The Territorial Agreement does not specify that any of the elements identified by GCEC are essential for inclusion in notices issued under the Agreement. Indeed, GCEC’s own January 8, 2018, Notice to Gulf Power which was purportedly sent pursuant to Section 2.3(a) of the Territorial Agreement did not include the size of the load to be served or the location of GCEC’s nearest existing facilities. See Exhibit “N” to Gulf’s Brief in Support. The Agreement’s notice provision reads 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

¹ In paragraph 11 of its Motion, GCEC cites to the deposition testimony of Mr. Joshua Rogers as support for its assertion that these elements must be included in a notice issued under the Territorial Agreement. This is, at best, a strained reading of Mr. Rogers’ testimony. Mr. Rogers never concurred with such an assertion. Regardless, a plain reading of the Agreement does not support such assertions.

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.

The sufficiency of Gulf's Notice cannot be judged against GCEC's self-proclaimed requirements. Rather, as a matter of settled law, the sufficiency of Gulf's Notice must be determined based upon the plain language of the Territorial Agreement, the content of the Notice itself, and the totality of the undisputed facts, including those facts which were known or readily ascertainable by GCEC through reasonable inquiry:

Whatever is sufficient to put a person on inquiry amounts to notice provided that the inquiry becomes a duty and could lead to a knowledge of the facts by the exercise of ordinary intelligence and understanding. One who has either actual or constructive information and notice sufficient to put him on inquiry is bound, for his own protection, to make that inquiry which such information or notice appears to direct should be made, and if he disregards that information or notice which is sufficient to put him on inquiry and fails to inquire and to learn that which he might reasonably be expected to learn upon making such inquiry, then he must suffer the consequence of his neglect.

38 Fla. Jur. 2d Notice and Notices § 2 at p. 1

In this regard, the following material facts are undisputed:

- Gulf Power's Notice, titled "Electrical Service Request" identified: (i) section 2.3(a) of the agreement between Gulf Power and GCEC; (ii) the existence of a customer's request for electrical service; (iii) the type of load to be served (lift station); and (iv) the Parcel ID for the property on which the Lift Station would be located.

- Gulf Power sent the Notice via electronic mail to the business address of GCEC's Vice President of Engineering, C. Peyton Gleaton, Jr. on October 20, 2017. (First Affidavit of Joshua Rogers at ¶ 6.)
- Mr. Gleaton received and read the Notice on October 20, 2017. (Response to Gulf Request for Admissions Nos. 2; 4.)
- Mr. Gleaton forwarded the Notice to his superior, GCEC's Chief Operating Officer, on October 20, 2017. (Gleaton Deposition at p. 31, Lines 9-24.)
- Either before, or immediately after, forwarding the Notice to GCEC's C.O.O., Mr. Gleaton entered the Parcel ID number (26597-000-000) identified in the Notice into the Bay County Property Appraiser's website and viewed the parcel map and description. (Gleaton Deposition p. 34, Lines 8-22.)²
- Mr. Gleaton maintained an office a mere 3.0 to 3.5 miles away from the location of the Lift Station site. (Gleaton Deposition at p. 26, Lines 1-21.)
- Mr. Gleaton regularly traversed Highway 388 past the Lift Station site on his way to and from work. (Gleaton Deposition at p. 26, Lines 22-25; p. 27, Lines 1-24.)
- During his travels along Highway 388, Mr. Gleaton personally witnessed construction activity at the site of the Lift Station. (Gleaton Deposition p. 30, Lines 2-8.)
- Despite the fact that Gulf's Notice clearly referenced Section 2.3(a) of the Agreement, Mr. Gleaton did not make himself aware of the Agreement prior to January 12, 2018.

² GCEC has made much of the fact that Gulf Power's Notice did not reference the county in connection with the referenced Parcel ID Number. See, (Motion at ¶¶ 20, 22; Brief in Opposition at p. 20.) Yet, the undisputed facts demonstrate that the recipient of the Notice had no difficulty identifying and reviewing the map for the subject parcel on the Bay County Property Appraiser's website on the same day that the Notice was sent.

(Gleaton Affidavit at ¶ 8; Gleaton Deposition at p. 19, Lines 21-25; page 20, Lines 1-25; page 21, Lines 1-2.)

- Mr. Gleaton did not respond to Gulf Power’s Notice, make further inquiry with Gulf Power as to the Notice, or indicate to Gulf Power that he was confused in any way.

(Gleaton Deposition at p. 34, Lines 23-25; p. 35, Lines 1-3.)

On its face, Gulf Power’s Notice was clearly sufficient to alert GCEC to the fact that Gulf Power had received a request for electrical service and that Gulf Power was invoking the notice provisions under Section 2.3(a) of the Territorial Agreement. This alone constitutes substantial compliance with the notice provisions of the Agreement. Compliance with the notice provisions in a contract merely requires “substantial compliance” or “substantial performance.” Bank of New York Mellon v. Nunez, 180 So.3d 160, 162 (Fla. 3d DCA 2015).

Moreover, the totality of the undisputed facts leaves no doubt that GCEC was obligated to take reasonable steps to inquire further. Mr. Gleaton admits that he did not respond to Gulf Power’s Notice because he assumed (incorrectly) that the Notice pertained to another lift station on Highway 388 that was under construction “just east of the airport directly abutting Gulf Power’s line.” (Gleaton Deposition at p. 38, Lines 1-2.) The lift station to which Mr. Gleaton was referring was a separate lift station being constructed at 3815 West Highway 388. (Gleaton Deposition at p. 38, Lines 18-23.) The lift station at 3815 West Highway 388 was located on Parcel ID No. 26508-000-000, which is a wholly different parcel than the parcel on which the Lift Station at 1900 West Highway 388 is located (26597-000-000). (First Affidavit of Joshua Rogers at ¶ 3.) Mr. Gleaton acknowledges entering the Parcel ID number identified in Gulf’s Notice (26597-000-000) into the Bay County Property Appraiser’s website on October 20, 2017, and having “briefly glanced” at the map for that parcel number. (Gleaton Deposition at p. 34,

Lines 8-22.) Based on this cursory review, Mr. Gleaton “assumed that [his] assumption was correct.” (Gleaton Deposition at p. 34, Lines 15-17.) However, had Mr. Gleaton taken the time to do more than “glance” at the map for Parcel ID No. 26597-000-000 or to actually visit the site identified on the parcel map, he would have quickly realized that the parcel is not “just east of the airport directly abutting Gulf Power’s line.” Similarly, had Mr. Gleaton (or anyone else at GCEC) endeavored to read the article of the Agreement which was clearly referenced in Gulf’s Notice (Section 2.3(a)), it would have been readily apparent that the Lift Station that was the subject of Gulf’s Notice was not “directly abutting Gulf Power’s line.” As noted in Mr. Rogers’ first affidavit, the lift station located at 3815 West Hwy 388 was sufficiently close to Gulf Power’s existing facilities, such that Gulf Power was able to honor the customer’s request for service under Section 2.2 of the Agreement without providing any form of notice to GCEC. (First Affidavit of Joshua Rogers at ¶¶ 3-4.) Notice under Section 2.3(a) is only required when the load and distance criteria under Section 2.2 are not satisfied.³ Put simply, a project “directly abutting Gulf’s Power’s line” would not have required any notice under the Agreement, let alone notice under “Section 2.3(a)” of the Agreement. Had GCEC simply reviewed the Agreement, they would have immediately recognized this fact.

Rather than stacking assumption on top of assumption, Mr. Gleaton could also have taken the very reasonable step of contacting Mr. Rogers and confirming whether Mr. Gleaton’s assumptions were accurate. It is undisputed that GCEC did none of these things. Instead, GCEC chose to cast Gulf’s Notice aside without giving it “a second thought.” (Gleaton Deposition at p. 37, Lines 10-13.)

³ This fact is not in dispute. See GCEC Brief in Opposition at p. 9 (noting that the requested utility can serve a prospective customer “without any further conditions” if the requirements of section 2.2 of the Agreement are satisfied).

Having made such a choice, Florida law is clear that GCEC cannot now be heard to attack the sufficiency or adequacy of Gulf Power' Notice. Florida law fully embraces the concept of "inquiry notice." The concept of inquiry notice is straightforward: If a party possesses information that would lead a reasonable person to make further inquiry for his or her own protection, but fails to further investigate and learn what the inquiry would reasonably have revealed, that person cannot claim prejudice from his or her own neglect. See, 38 Fla. Jur. 2d Notice and Notices § 2; see also, Brooks Tropicals, Inc. v. Acosta, 959 So.2d 288, 296 (Fla. 3d DCA 2007) ("It is too well-settled...that one who has either actual or constructive information and notice sufficient to put him on inquiry is bound, for his own protection, to make that inquiry which such information or notice appears to direct should be made, and, if he disregards that information or notice which is sufficient to put him on inquiry and fails to inquire and to learn that which he might reasonably be expected to learn upon making such inquiry, then he must suffer the consequence of his neglect."); Sapp v. Warner, 105 Fla. 245, 141 So. 124, 127 (1932)(cited with approval in Citizens Property Ins. Corp. v. European Woodcraft & Mica Design, Inc., 49 So.3d 774 (Fla. 4th DCA 2011), rev. denied, 68 So.3d 234 (Fla. 2011)) ("[A] person has no right to shut his eyes or ears to avoid information, and then say that he has no notice; that it will not suffice the law to remain willfully ignorant of a thing readily ascertainable by whatever party puts him on inquiry, when the means of knowledge is at hand."); Chatlos v. McPherson, 95 So.2d 506, 509 (Fla. 1957) ("In order to charge a person with notice of a fact which he might have learned by inquiry, the circumstances known to him must be such as should reasonably suggest inquiry and lead him to inquiry.")

Inquiry notice is not an abstract concept to GCEC. Mr. Gleaton testified that he acts upon inquiry notice in the normal course of his job duties. Specifically, Mr. Gleaton testified

that it is not uncommon for him in his role as Vice President of Engineering to inquire further when he becomes aware of information suggesting the potential for new electric service.

Q: In your role as V.P. of Engineering at Gulf Coast Electric, if you come across development activity in an area, and you're not certain of what it is, do you ever inquire?

A: On occasions.

Q: So for example, now if you're out in the field, just happening upon your day, and you see what appears to be a new residential development going in, that you were not aware of previously, would that be something that you might inquire about because they might need electrical service?

A: Yes.

(Gleaton Deposition at p. 30, Lines 16-25; p. 31, Lines 1-2)

Based on the plain terms of the Agreement, the content of Gulf's Notice and the totality of the undisputed facts, GCEC's failure to make further inquiry --including, but not limited to, performing a reasonable review of the parcel map, reading the Territorial Agreement and/or contacting Gulf Power-- constitutes, at best, careless indifference on the part of GCEC. Under the circumstances, GCEC was, as a matter of law, obligated to make further inquiry to confirm the accuracy of its hastily conceived and mistaken assumptions. GCEC did not do so. Accordingly, GCEC's Motion must be denied and Gulf Power is entitled to a summary final order as a matter of law.

C. Purported Concealment of Intent to Serve

In its Motion, GCEC acknowledges that the record evidence does not support a conclusion that Gulf Power intentionally concealed relevant information in providing Notice under the Agreement. (Motion at p. 33.) Despite this formal acknowledgement, GCEC strongly implies that Gulf Power has concealed relevant information. Notably, GCEC refers to evidence that it characterizes as "heavily redacted meeting notes regarding [Gulf's] efforts to serve the Lift

Station,” and implies that Gulf Power has somehow acted improperly. (Motion at p. 33.) This is a serious accusation. It is also without merit and wholly unsupported by the facts. The notes referenced in GCEC’s Motion were first produced⁴ in response to Item No. 5 of GCEC’s First Request for Production of Documents dated June 6, 2018. (Second Affidavit of Joshua Rogers at ¶ 3.)⁵ Item No. 5 sought “[a]ll communications or documents relating to the decision to ‘provide[] written notice of the request for service to GCEC’s Vice President of Engineering’ referenced in Paragraph 4 of Gulf Power’s Answer.” In Gulf Power’s response to this request, Gulf Power stated as follows:

Responsive documents in Gulf Power’s possession, custody or control have been produced on a DVD labeled “Gulf’s responses to GCEC’s 1st Production of Documents” in the folder titled “GCEC POD 5” and bear the bates numbering 20180125-GCEC-POD-5-1 through 20180125-GCEC-POD-5-4. Information contained within the attached file that is not responsive to GCEC’s request has been redacted.

(emphasis added)

As clearly noted in Gulf Power’s responses to GCEC’s discovery, the redactions pertained to information that was not responsive to GCEC’s discovery requests.⁶ The notes at issue are copies of Gulf Power Eastern District Engineering Supervisor Joshua Rogers’

⁴ Copies of the notes were again produced on August 30, 2018, in response to Item No. 17 of GCEC’s Second Request for Production of Documents. Gulf Power’s response to Item No. 17 also alerted GCEC to the fact that “[i]nformation pertaining to projects wholly unrelated to the project which is the subject of GCEC’s Complaint has been redacted as irrelevant and unresponsive.” (emphasis added)

⁵ A copy of Mr. Rogers’ Second Affidavit is attached for reference as Exhibit “1.”

⁶ This assertion is consistent with Mr. Rogers’ deposition testimony where he observed that the notes were copies of his “daily journal” and that he assumed that the redactions “must not be pertinent to the data of this request.” (Rogers Deposition at p. 52, Lines 2-4; page 53, Lines 8-13.) Mr. Rogers stated his belief that the redactions involved unrelated projects and other matters, including personnel information and employee performance, that were “irrelevant” to the dispute. (Rogers Deposition at p. 53, Lines 8-19.)

handwritten daily work journal entries.⁷ (Second Affidavit of Joshua Rogers at ¶ 3.) On any given day, Mr. Rogers documented a variety of work-related issues, the substantial majority of which were completely unrelated to GCEC or the Lift Station at issue in this dispute. Id. at ¶ 4. The redactions reflected in Schedule “1” to Mr. Rogers’ Second Affidavit pertain to matters that are wholly unrelated to GCEC or the Lift Station.⁸ Id. at ¶ 5

On October 11, 2017, Mr. Rogers met with St. Joe to discuss a variety of projects, including the provision of electrical service to the Lift Station. (First Affidavit of Joshua Rogers at ¶ 3, Second Affidavit of Joshua Rogers at ¶ 6.) The redactions appearing in the portion of the notes covering the October 11, 2017, meeting pertain to St. Joe projects which are unrelated to GCEC or the Lift Station. (Second Affidavit of Joshua Rogers at ¶ 6) Gulf Power’s obligation under the Florida Rules of Civil Procedure is to produce information which is responsive and relevant to the subject matter of the pending action. See, FLA. R. CIV. P. 1.280(b)(1) Gulf Power complied with this obligation. The redacted information was neither responsive nor relevant. GCEC’s reckless implication that Gulf Power intentionally concealed relevant information or otherwise acted improperly is without merit and lacks evidentiary support.

CONCLUSION

As a matter of settled law, the sufficiency of Gulf’s notice must be determined based upon the plain language of the Territorial Agreement, the content of the notice itself, and the totality of the undisputed facts, including those facts which were known or readily ascertainable by GCEC through reasonable inquiry. The record in this proceeding conclusively demonstrates

⁷ A copy of the subject notes is attached for reference as Schedule “1” to Mr. Rogers’ Second Affidavit.

⁸ GCEC has never requested an in camera review of the redactions. If the Commission feels it necessary, Gulf Power is willing and able to provide the redacted portions of Mr. Rogers’ work journal to the Commission for an in camera review to confirm and corroborate the propriety of Gulf Power’s redactions.

that Gulf Power's Notice was sufficient as a matter of law. Accordingly, GCEC's Motion for Summary Final Order must be denied and Gulf Power's Motion for Summary Final Order must be granted.

Respectfully submitted this 18th day of September, 2018.

/s/ Steven R. Griffin
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EXHIBIT "1"

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: September 18, 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 Street in Panama City, Florida. Prior to this, I served as the Engineering Supervisor II at Gulf Power's Panama City Beach office located at 12425 Hutchison Boulevard in Panama City Beach, Florida.
3. The redacted notes referenced at pages 31 and 33 of Gulf Coast Electric Cooperative's ("GCEC") Motion for Final Summary Order dated September 11, 2018, are excerpts from my daily work journal. These documents, copies of which are attached hereto as Schedule "1," were first produced in response to Item No. 5 of GCEC's First Request for Production of Documents dated June 6, 2018.
4. On any given day, I document a variety of work-related issues in my journal. The entries in my journal are hand-written, and memorialize many, but not all, of my work-related activities, including telephone calls and meetings. The entries in my journal are

sometimes, but not always, in sequential order. On any given page in my journal, there are likely to be a number of entries related to different topics and matters. The substantial majority of matters addressed in my journal were unrelated to GCEC or the lift station at issue in this dispute (the "Lift Station").

5. The redactions reflected in Schedule "1" to this affidavit pertain to matters that are not related to GCEC or the Lift Station.
6. On October 11, 2017, I met with representatives from the St. Joe Company ("St. Joe") to discuss multiple projects, including the provision of electrical service to the Lift Station. The redactions appearing in the portion of my notes covering the October 11, 2017, meeting with St. Joe pertain to St. Joe projects unrelated to GCEC or the Lift Station.

FURTHER AFFIANT SAYETH NOT.

By: 
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 17 day of September, 2018.


NOTARY PUBLIC

FRAN HUFF
[Print Name]

My Commission Expires: _____



SCHEDULE "1"

20180125-GCEC-POD-5-1

[REDACTED]

10/11 -

EXHIBIT
7
Rogers 8/17/18

Meeting w/ St. Joe, Bridgette & April, MR, GP,
NS, etc.

[REDACTED]

- Force main lift station - getting 900 address - both east of Burnt Mill Creek - one @ dirt cut in 2

[REDACTED]

get new 388 to Airport entrance road from DOT, letting May '18

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


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished by electronic and overnight mail this 18th day of September, 2018 to the following:

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