

Ashley Quick

From: Angela Charles on behalf of Records Clerk
Sent: Friday, April 01, 2016 3:31 PM
To: 'bill grealis'
Subject: RE: Docket Number 160049

Good afternoon Mr. Grealis,

We will be placing your comments below in consumer correspondence in Docket No. 160049-EU and forwarding your comments to the Office of Consumer Assistance and Outreach.

Sincerely,

Angela M. Charles
Commission Deputy Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0850
850-413-6826

From: bill grealis [<mailto:billgrealis@gmail.com>]
Sent: Friday, April 01, 2016 3:25 PM
To: Records Clerk; Office of Commissioner Brown; Office of Commissioner Brisé; Office Of Commissioner Edgar; Office Of Commissioner Graham; Office of Commissioner Patronis
Subject: Docket Number 160049

My wife and I are long time residents of Florida and of the Town of Indian River Shores, Florida. I am sending this e-mail in support of the petition of Indian River Shores to change the service boundaries so that Indian River Shores can receive electric service from Florida Power and Light Company. Indian River Shores currently receives electric service from the City of Vero Beach, Florida under a contract which expires in November of this year. The City of Vero Beach has opposed the Shores claiming (1) that notwithstanding the expiration of the November contract between the two parties the Shores is obligated to pay forever whatever rates Vero Beach wants to charge (2) that there can be no regulation by anyone or any body over those rates (3) that Vero Beach can effectively tax the Shores residents within the confines of those rates charged for the exclusive benefit of the residents of Vero Beach, and (4) that the Shores has no recourse to challenge the assertions of Vero Beach in any court or before this commission.

The contentions of Vero Beach, if upheld, will result in a serious "black eye" to the image of Florida. Why would businesses and residents of other states consider relocating to the state of Florida if the state is perceived as allowing taxation without representation? Moreover, how can a municipality force another municipality to accept services in perpetuity notwithstanding the expiration of a contractual agreement to do so? Common sense and basic constitutional law would suggest that consent is required before one municipality can bind another for services. Vero Beach' claims would render meaningless all contracts and service agreements within the state and bind parties to such agreements in perpetuity. It would turn constitutional and contract law on its head. I urge you to expeditiously grant the relief requested by Indian River Shores.