

September 17, 2025

**Public Service Commission**

2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

**Re: Opposition to the Negotiated Territorial Agreement between Talquin Electric Cooperative and the City of Quincy – Docket No. 20250039-EU**

Dear Commissioners of the Public Service Commission,

I am Wesley Cox of 637 Cox Lane, Quincy, Florida. My family has deep roots in Gadsden County—dating back to before Florida became a state, and likely even before the U.S. purchased Florida from Spain. My connection to this county is both historic and personal.

I recently received a letter from Talquin Electric Cooperative (TEC), signed by General Manager Tracy Bensley, dated September 2, 2025. The letter was the first and only official communication I have received regarding a proposed Territorial Agreement between TEC and the City of Quincy. I received an USPS notice on September 5, 2025, asking me to pick up and sign for the letter at the post office.

The tone of the letter made it clear that TEC planned on transferring my electric service to the City of Quincy, with no request for my input or opinion. I had heard rumors about this agreement "on the street" as early as mid-July, so I reached out to my friend, James Harold Thompson, former General Counsel for TEC. He advised me to send him an email outlining what I knew. After I did so, on July 24, 2025 he forwarded the information to current counsel Kevin Forsthoefer. Kevin responded, thanking me for my input, acknowledging the ongoing negotiations, and mentioning that the TEC Board would be meeting/workshopping the matter later and would be in touch.

Instead of receiving an invitation to attend such a meeting or workshop, I received the September 2 letter stating that a territorial agreement had been finalized and filed with the Public Service Commission (PSC). It was filed on September 5, 2025, the date I received the USPS notice to sign for and receive my letter(s) at the post office.

**I OPPOSE THE NEGOTIATED TERRITORIAL AGREEMENT.**

COM My Issues with the Territorial Agreement

AFD — The letter and documents filed by TEC refer to a **1995 Territorial Agreement** executed by the  
APA — PSC on December 11, 1995. This agreement was set to last for 15 years, expiring on  
ECO — December 11, 2010—almost 15 years ago.

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In the September 2, 2025, letter, Mr. Bensley claimed that "Talquin has had the pleasure of serving customers in your area on a **'temporary'** basis pursuant to the 1995 agreement." I can confirm that my family has been continuously served by TEC since at least 1947, and my home, built in 1967, has been continuously served by TEC since its construction. This does not seem **"temporary"** to me, especially considering we've had TEC service for **78 years**.

The 1995 agreement clearly states that **"no customer will be subject to a mandatory transfer... these Talquin customers may request a voluntary transfer to Quincy."** Nowhere in the document does it suggest that the service is **"temporary."** If anything, the agreement guarantees continuing service from TEC. Mr. Bernard Lewis was Secretary of the TEC in 1995 at the time the 1995 agreement was executed. Mr. Lewis' brother, Lynn Lewis and his Sister in Law, Elizabeth Cox Lewis, lived on Cox Lane at the time and until their deaths. Rest assured that Mr. Bernard Lewis had that wording placed to assure Cox Lane would be guaranteed TEC service. The claim of **"temporary"** service seems to be either a misunderstanding or an intentional distortion to make the transfer appear more palatable. (see screenshot on accompanying thumb drive)

Additionally, **FAC 25-6.0440(1)(e)** states that a new territorial agreement must include information about **"the degree of acceptance by affected customers"** which implies that customers must be notified and given a chance to express their opinions. I, along with many other affected customers, received no such notice before the agreement was filed. The only communication I received was the September 2 letter, which made it clear that the transfer was already in motion.

I also question the geographic scope of the territorial agreement. I would expect it to primarily align with the city limits of Quincy, with TEC servicing rural areas outside the city. I am on large acreage, in the rural county and not within the city limits, yet my services are being transferred to the City of Quincy without consultation.

### **Opposition to the City of Quincy as the Electric Provider**

I have multiple utility accounts with the City of Quincy, and based on my experience, I have serious concerns about their ability to efficiently manage electric service. The City is notoriously late in sending bills, often arriving after the due date, leaving very little time to pay them. I've had to pay late fees on several occasions, even though the bills were not sent on time. Mr. Bensley has acknowledged that TEC's headquarters, which is on City of Quincy electric service, often incur late fees because the bills arrive late.

The City's customer service and reliability have been problematic as well. On one occasion, I reported an outage to the City on a Friday, only to return home Sunday evening to still find the power out. A technician didn't show up until Monday morning.

I could provide more examples, but I'll highlight just a couple of critical issues that raise further concerns.

**Financial Mismanagement:** In July, the City of Quincy held a financial workshop where Commissioner Lane Stephen pointed out that the City owed Duke Energy and the Municipal Gas Authority a combined \$2.2 million in arrears for wholesale electricity and natural gas. (see 4 minute video on accompanying thumb drive.) This is for a city with only **4,500 utility accounts**. I would expect that the PSC has the ability to independently verify the City of Quincy's payment history and outstanding balances with Duke Energy and the Municipal Gas Authority. Please do so.

FAC 25-6.0440(2)(a) states that the commission may use "The reasonableness of the purchase price of any facilities being transferred" in considering a proposed Territorial Agreement. As a TEC member, I anticipate and request that the Commission to also consider the City of Quincy's ability and potential to pay TEC, in light of their payment history, or lack thereof, to Duke Energy and the Municipal Gas Authority.

**Integrity Issues:** City of Quincy Clerk Janice Shackelford was recently arrested for financial crimes. A **Probable Cause Affidavit** was filed in connection with her arrest, revealing that she had a felony criminal history of financial crimes that was not disclosed when she was hired (copy of PCA on accompanying thumb drive). Even after the City of Quincy later learned of her criminal past, they continued to allow her to serve in a position of trust and financial responsibility until her recent arrest. This raises serious concerns about the integrity of the City's management practices. This incident isn't isolated, such things have been happening for years.

Given these issues, I fear that someday this "house of cards" may fall, which will ultimately harm the citizens and customers it is meant to serve. In the future, Duke Energy as the wholesale energy provider or TEC as the surrounding RUS coop could very well be asked or instructed to step in and take over the Quincy electrical system.

### **In Closing**

If there is a way for the PSC to carve out an exception to the Territorial Agreement where TEC continues to provide electric service for my property and that of my family on Cox Lane, I would be satisfied and would withdraw my objections.

Thank you for considering my concerns. I look forward to your response and hope that my voice, and the voices of other concerned customers, will be heard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wesley Cox". The signature is fluid and cursive, with the first name "Wesley" and the last name "Cox" clearly distinguishable.

**Wesley Cox**

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