

Antonia Hover

From: Eddie Phillips
Sent: Wednesday, September 24, 2025 10:21 AM
To: Amanda Marsh; Ana Ortega; Angelena McCoy; Antonia Hover; Betty Leland; Brian Schultz; Consumer Contact; Cristina Slaton; Eddie Phillips; Hannah Barker; Hiep Nguyen; Hong Wang; Katherine Fleming; Lorena Hollett; Nickalus Holmes; Veronica Washington
Subject: Docket No. 20250039
Attachments: Fwd: Gadsen County

Good morning,

Please place the attached email into Docket No. 20250039.

Thanks,

Eddie Phillips II
Chief Advisor to
Commissioner Andrew Giles Fay
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
(850) 413-6034
<https://www.psc.state.fl.us>
ephillips@psc.state.fl.us

Antonia Hover

From: Brown, French <fbrown@joneswalker.com>
Sent: Wednesday, September 24, 2025 9:10 AM
To: Eddie Phillips
Subject: Fwd: Gadsen County
Attachments: PSC letter 091725.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Eddie,

A close friend reached out to me regarding the Talquin / Quincy issue coming before the PSC. I believe he hand delivered this letter and attachments to the PSC clerk's office yesterday, so I assume it will be added to the docket. Can you please make sure that Commissioner Fay receives a copy? Thank you.

H. French Brown IV | Partner
Jones Walker LLP
D: 850.214.5075 | M: 850.459.0992
fbrown@joneswalker.com

From: Brown, French
Sent: Monday, September 22, 2025 4:19 PM
To: AORTEGA@PSC.STATE.FL.US
Subject: Gadsen County

Ana,

Thanks for giving me a call this afternoon. I'm sorry I missed your call; I was attending a legislative meeting on property taxes. My friend that reached out regarding the Talquin / Quincy issue said that he delivered this letter to the PSC clerk's office today. If so, I assume that's all that can be done at this point. If you could also please let Chairman La Rosa know that this was sent, I would greatly appreciate it.

Thank you and let us know if you need anything else from us.

H. French Brown IV | Partner
Jones Walker LLP
D: 850.214.5075 | M: 850.459.0992
fbrown@joneswalker.com

September 17, 2025

Office of the Commission Clerk
Re: Docket No.20250039-EU

I'm Wesley Cox of 637 Cox Lane, Quincy Florida. My family has been in Gadsden County since before statehood and most probable under Spanish rule before the U.S. purchased Florida from Spain. My roots and care for this county run deep!

I recently received a letter from Talquin Electric Cooperative (TEC) signed by Tracy Bensley, General Manager, and dated September 2, 2025. There was a USPS notice in my mailbox September 5, 2025 that I had a letter to pick up and sign for at the post office. This letter was the 1st and only official notification, thus far, from TEC of the pending Territorial Agreement with the City of Quincy. It didn't ask for input or opinions, the tone was more "TEC is giving your electric service to the City of Quincy"

I had gotten wind of the situation "on the street" so to speak, in mid-July. I called and spoke to my good friend James Harold Thopsom who served as General Counsel to TEC for many years, but who is now retired. He requested that I email him a narrative of what I knew and our conversation. I emailed it to him on July 24th, he immediately forwarded it to current Counsel Kevin Forsthoefer. Kevin replied via email to me with Mr. Thompson and Mr. Bensley cc'd. He thanked me for the input, and acknowledged that TEC was in negotiations with the City of Quincy and that the board would be meeting/workshopping the matter at a later date.

I'd been awaiting to be get notice of a TEC board meeting/workshop where I could state my grievances and concerns, Instead, I got the September 2nd letter that a territorial agreement had been negotiated with the City of Quincy and was filed with the PSC.

I OPPOSE THE NEGOTIATED TERRITORIAL AGREEMENT!!!

First I'll explain my issues with the negotiated Territorial Agreement and second explain why I don't want my 4 TEC services transferred to the City of Quincy. FYI, I've logged on to the PSC's portal and read all documents filed as of today's date regarding this docket number any may make statements regarding some of the things I've read from the PSC portal.

MY ISSUES WITH THE TERRITORIAL AGREEMENT.

Throughout all documents TEC references the 1995 Territorial Agreement. The 1995 agreement was executed by the PSC December 11th 1995 and had a 15 year duration. It expired December 11th 2010, almost 15 years ago! Florida Administration Code 25-6.0440 governs Territorial Agreements for Electrical Utilities. Nowhere in 25-6.0440 does it allow for use of an expired agreement in the absence of a new one, that would require new rule making and doing otherwise would be unpromulgated rule making.

Nothing in the 1995 agreement is now binding and enforceable. It just as well should have never been mentioned.

In the September 2nd 2025 letter Mr. Bensley states “Talquin has had the pleasure of serving customers in your area on a **“temporary”** basis pursuant to the 1995 agreement”. I can substantiate that family members on Cox Lane have been served continuously by TEC since 1947 and longer than that probably. My home was built in 1967 and has been continuously served by TEC, as have services I installed in the 1980s. 78 years of service doesn’t seem “temporary” to me.

A screen shot of the last paragraph of the 2nd page of the 1995 Territorial Agreement executed by the PSC is on the accompanying thumb drive. It reads “pursuant to this agreement, no customer will be subject to a mandatory transfer these Talquin customers may request a voluntary transfer to Quincy. Until a transfer is requested, these customers will be served by Talquin. Talquin will maintain....” No where is “temporary” service inferred, quiet the contrary, TEC service is guaranteed .

At best, saying we’ve been “temporary” served by Talquin is a lack of reading or understanding, at worse it was used to make it sound good and to “grease the skids” so to speak. Mr. Bernard Lewis was Secretary of the TEC board in 1995, his brother Lynn Lewis and sister in law Elizabeth Cox Lewis lived on Cox Lane then and until their deaths. They had TEC services. Rest assured that Mr. Bernard had the above wording placed in the 1995 agreement so that we would be **guaranteed** continuing TEC service.

FAC 25-6.0440(1)(e) states that a new territorial agreement **must** include “Information with respect to the degree of acceptance by affected customers, i.e., the number in favor of and those opposed to the transfer“. This seems to infer that affected customers must be given notice and time give their opinions.

The potentially affected TEC members were given no notice or opportunity to discuss the matter and give input to Talquin. The one and only notice/letter we received was the September 2nd letter from Mr. Bensley, and there again it’s tone was somewhat “we’re transferring you to the city of Quincy”, by the time we received the USPS card to pick a letter at the post office, drove to the post office, retrieved and read the letter, the “ Talquin; Quincy (Means, Roberts) - Joint petition [for approval of] territorial agreement”, was already filed on September 5th. In the agreement, TEC does mention 1 customer in opposition. That was me, but as I said earlier I got wind of this in July and started trying to have dialog.

I would have thought that a territorial agreement would run, pretty much along the City of Quincy’s city limits, more or less, with TEC having what’s outside of the city in rural areas. I’m in the county, not the city limit’s on large acreage in a rural setting.

OPPOSITION TO THE CITY OF QUINCY AS THE ELECTRICAL PROVIDER

I have multiple utility accounts with the city already, so I'm speaking from experience. Quincy is notoriously late at getting bills out. You can barely have a week to get them paid. Sometimes they arrive after the due date. I've paid late fees probably 4-5 times this year to no fault of my own. Mr. Bensley acknowledge the TEC headquarters, which is on City of Quincy electric often pays late fees because the bills arrive late. Add late fees and energy cost adjustment fees and there's really no difference between TEC and Quincy cost. I've compared my bills with similar Kwh's and they are practically the same

I've had a service go out on a Friday. I called the City and reported mid afternoon on the way out of town. Sunday evening when I arrived back home, still no service. They showed up Monday morning.

I can give several more examples, but they could be seen as hearsay, so I'll close with these two.

The City of Quincy held a financial workshop in July. After the initial presentation, newly elective City Commissioner Lane Stephen addresses the finance director and says, Okay, I've finally been given a chart of outstanding accounts payable and none of these are reflected on the presentation, (or similar wording). Commissioner Stephens says that the city owes Duke Energy, for wholesale electricity and Municipal Gas Authority for wholesale natural gas a combined \$2.2 million in arrears. This is for a small city with 4500 utility accounts. If the Quincy utility department can't meet its monthly obligations, how can it pay TEC for the infrastructure it's proposed to buy in the Territorial Agreement?

I've put a 4 minute video of this portion of the workshop on the accompanying thumb drive.

City of Quincy Clerk Janice Shackelford was recently arrested for financial crimes. I've put a copy of the Probable Cause Affidavit used to get an arrest warrant on the accompanying thumb drive. In it you can read where she was a 3 time convicted felon of financial crimes, prior to be hired with the City of Quincy. She did not reveal her previous arrests in the job application. When the City of Quincy discovered her criminal past, they allowed her to remain in her position of trust and financial responsibility up until her recent arrest! More than likely there was some nepotism going on there.

The city of Quincy and its management style lacks integrity. This is not just recent, it's been ongoing for years. I fear that at some point the house of cards will fall and those most effected will be the citizens and customers. Duke as the wholesale provider or TEC as the local REA Coop may end up with responsibility for the City of Quincy electric service.

IN CLOSING

If there's a means for the PSC to direct a carve out be added to the Territorial Agreement, where TEC continues to provide the service, billings and infrastructure maintenance for mine and my brothers property on Cox Lane, I'll be fine with that and drop the objections.

Wesley Cox

637 Cox Lane
Quincy, FL 32351

Signature:

850 933 4469

peppystune@att.net