

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

JEA, f/k/a JACKSONVILLE
ELECTRIC AUTHORITY,

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

Appellant,

CASE NO. 1D08-1958

v.

FLORIDA POWER & LIGHT
COMPANY,

Appellee.

Opinion filed March 5, 2009.

An appeal from the Circuit Court for Duval County.
Peter J. Fryefield, Judge.

David M. Wells and Whitney K. McGuire of Gunster Yoakley & Stewart, P.A.;
Cindy A. Laquidara, Deputy General General, Jacksonville, for Appellant.

Michael G. Tanner and Stuart F. Williams of Tanner Bishop, Jacksonville; Gary K.
Harris of Boies, Schiller & Flexner, LLP, Orlando, for Appellee.

PER CURIAM.

JEA, formerly known as the Jacksonville Electric Authority, appeals a final
summary judgment entered in favor of Florida Power & Light Company (FPL) in

FPL's declaratory judgment action. FPL sought a declaration that the term "nameplate capacity," as used in section 8.3 of the Agreement for Joint Ownership, Construction and Operation of the St. Johns River Power Park entered into on April 2, 1982 between the parties, means the maximum rated capacity of a generator established by the manufacturer and affixed to the generator's nameplate in Units 1 and 2 in the Power Park. We agree with the trial court that the meaning of the term "nameplate capacity" as used in section 8.3 is unambiguous, Cartaya v. Coastline Distribution, 937 So. 2d 700, 701 (Fla. 1st DCA 2006) (whether a contract is ambiguous is a question of law for the court); Lambert v. Berkley South Condominium Association, Inc., 680 So. 2d 588, 590 (Fla. 4th DCA 1996) (a contract term is ambiguous only if it "is reasonably susceptible to more than one interpretation."); that the case was appropriate for determination by summary judgment, Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126, 131 (Fla. 2000) ("[W]here the determination of the issues of a lawsuit depends upon the construction of a written instrument and the legal effect to be drawn therefrom, the question at issue is essentially one of law only and determinable by entry of summary judgment.") (quoting Cox v. CSX Intermodal, Inc., 732 So. 2d 1092, 1096 (Fla. 1st DCA 1999)); and that the term "nameplate capacity," as determined in the summary judgment entered by the trial court, "refers to the

maximum rated output of a generator under specific conditions designated by the manufacturer, which in the present case, is affixed to the generator of each of Coal Unit 1 and 2 at the St. Johns River Power Park . . . [and] means 679.6 megawatts for each of Coal Units 1 and 2 of the St. Johns River Power Park and the total of the 'nameplate capacity' of both of Coal Units 1 and 2 of the St. Johns River Power Park is 1359.2 megawatts." See Madison Gas & Elec. Co. v. EPA, 25 F.3d 526, 529 (7th Cir. 1994) ("Nameplate capacity is the capacity figure stamped on a generating unit by its manufacturer and includes the capacity necessary to power the unit itself."). Accordingly, we affirm.

ALLEN, VAN NORTWICK, AND ROBERTS, JJ., CONCUR.