

Florida Power
CORPORATION

**ORIGINAL
FILE COPY**

Pamela I. Smith
ASSISTANT COUNSEL

May 11, 1990

DOCUMENT NUMBER-DATE
04116 MAY 11 1990
FPSC-RECORDS/REPORTING

Mr. Steven C. Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32399-0870

Re: Territorial Dispute between Clay Electric Cooperative, Inc. and
Florida Power Corporation - Docket No. ~~900064-EU~~
900064-EU

Dear Mr. Tribble:

Enclosed for filing in the subject docket are the original and 14 copies
of Florida Power Corporation's Prefiled Direct Testimony of Jimmie L. Troke,
William L. Park and Maurice H. Phillips

Please acknowledge your receipt of the above filing on the enclosed copy
of this letter and return to the undersigned. Thank you for your assistance

Very truly yours,

Pamela I. Smith
Assistant Counsel

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04115 MAY 11 1990
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PS:BR

Enclosures

Troke
DOCUMENT NUMBER-DATE
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GENERAL OFFICE

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**ORIGINAL
FILE COPY**

In re: Territorial Disputes between)
Clay Electric Cooperative, Inc. and)
Florida Power Corporation in)
Alachua County)

Docket No. 900064-EU

Filed: May 11, 1990

FLORIDA POWER CORPORATION

PREFILED DIRECT TESTIMONY

OF

JIMMIE L. TROKE

**OFFICE OF THE GENERAL COUNSEL
FLORIDA POWER CORPORATION**

**PAMELA I. SMITH
ASSISTANT COUNSEL
POST OFFICE BOX 14042
ST. PETERSBURG, FLORIDA 33733
(813) 866-5777**

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

PREFILED DIRECT TESTIMONY

OF

JIMMIE L. TROKE

Docket No. 900064-EU

1 Q. Please state your name and business address.

2 A. My name is Jimmie L. Troke and my business address is 729 E.
3 Wade, Trenton, Florida 32693.

4

5 Q. What position do you hold with Florida Power Corporation?

6 A. I am District Manager the Trenton District?

7

8 Q. How long have you held that position?

9 A. I have held that position since November, 1973; almost 16
10 years.

11

12 Q. What positions with Florida Power have you held prior to this?

13 A. I joined Florida Power in May, 1962 as District Clerk in the
14 New Port Richey District Office. In 1964, I was promoted to
15 the Sales Department which served the Clearwater, Tarpon
16 Springs and New Port Richey area. I was then promoted to
17 Residential/Commercial Sales Specialist. In November 1973,
18 I was promoted to District Manager.

1 Q. Please describe your training and education.

2 A. In 1955 I graduated from Hickory High School, Sharon,
3 Pennsylvania. In 1957 I received an Associate of Arts Degree
4 from Valley Forge Military Academy Junior College, Wayne,
5 Pennsylvania.

6

7 Q. What is the purpose of your testimony?

8 A. As District manager I oversee the operations of the district
9 offices, I supervise the line and service personnel. I also
10 monitor the providing of service to new customers.

11

12 Q. Are you familiar with the area that is the subject of this
13 dispute and which is known as Marchant Meadows?

14 A. Yes.

15

16 Q. How did you come to be familiar with it?

17 A. I have had discussions with Terry Clayton of the Patten
18 Corporation which owns Marchant Meadows. We discussed Florida
19 Power providing electric service to the subdivision.

20

21 Q. What was the substance of those conversations?

22 A. On November 16, 1989 Bill Park and I met with Terry Clayton
23 and two other employees of the Patten Corporation at Marchant
24 Meadows. I told Mr. Clayton that Florida Power was in a
25 position to serve this subdivision. Mr. Clayton told me that

1 he had spoken with Clay Electric Cooperative but that no
2 decision had yet been made for them to serve Marchant Meadows.
3 Mr. Clayton asked if there would be any charge to the
4 developer if Florida Power provided service to this area. I
5 told him that I didn't think so, but that we would have to
6 look at the total project more closely.

7
8 We also discussed relocation of a Florida Power pole which was
9 standing in what would be a driveway to one of the lots. I
10 told Mr. Clayton that we would be happy to move that pole for
11 him. If Florida Power would be providing service to the
12 subdivision, there would be no charge to the developer for
13 relocating the pole because the estimated revenue from the new
14 customers would offset the cost. However, if Florida Power
15 did not serve the subdivision, we would need to charge the
16 developer for this service.

17
18 Q. Was anything else discussed at that time?

19 A. Yes. Mr. Clayton and I also discussed the clearing of the
20 rights-of-way at the subdivision. It is the routine practice
21 of Florida Power when it clears a right-of-way for a line to
22 chip the debris and remove all of the trimmings and cuttings
23 at no charge to the property owner. Mr. Clayton was pleased
24 to hear this because he wanted the rights-of-way cleaned up

1 after they were cleared by the utility that would be providing
2 service.

3

4 Q. Was agreement reached at that meeting that Florida Power would
5 provide service to Marchant Meadows?

6 A. No. Mr. Clayton was to get back in contact with me regarding
7 that.

8

9 Q. Have you had written communications with Patten Corporation?

10 A. Yes, I have. I received a letter dated November 29, 1989 from
11 Mr. Clayton authorizing us to furnish electrical service to
12 the subdivision. A copy of that letter is attached to my
13 testimony here as Exhibit JLT-1. On December 5, 1989 I wrote
14 him confirming that Florida Power was in a position to provide
15 service to the subdivision and enclosed a distribution
16 easement for him to sign and return to me. A copy of that
17 letter is attached as Exhibit JLT-2 to this testimony.

18

19 Q. Why did you think that Marchant Meadows was appropriate for
20 service by Florida Power Corporation?

21 A. There are many reasons I think Florida Power can appropriately
22 serve Marchant Meadows. First, we have primary distribution
23 facilities, which have been referred to as an express feeder,
24 running immediately adjacent to the property for a good
25 portion of the eastern boundary. Those are shown on Exhibit

1 WRP-1 of Mr. Park's testimony. Also, no utility was providing
2 any service to the property at the time I met with Mr.
3 Clayton. There was no territorial agreement between Florida
4 Power and Clay that put this particular property into Clay's
5 territorial area. Clay certainly has many active customers
6 in this area and has served customers in this area for a long
7 time. However, Florida Power has also served this area. In
8 fact, we are providing service to five customers that are only
9 0.2 of a mile away from Marchant Meadows. Service could be
10 provided to the subdivision without any system expansion
11 except for those facilities internal to the subdivision.
12 Finally, the customer asked us to provide service.

13

14 **Q. Is FPC capable of adequately and reliably serving Marchant**
15 **Meadows?**

16 **A. Without a doubt we are. The property is right on a feeder**
17 **coming out of our Archer substation and we have the capacity**
18 **and facilities that are needed to provide service to Marchant**
19 **Meadows.**

20

21 **Q. Has Florida Power Corporation served any customers in the area**
22 **that is now known as Marchant Meadows?**

23 **A. No, but, as I mentioned earlier, we do have five customers**
24 **that are 0.2 miles from this subdivision. They are located**
25 **slightly southwest of Marchant Meadows in Section 8 in**

1 Township 11 South, Range 28 East. We have served those
2 customers for at least 17 years. We also serve 19 customers
3 in Section 9 which is immediately southeast of Marchant
4 Meadows.

5

6 Q. Please describe the number of customers in the City of Archer
7 which are served by Florida Power Corporation.

8 A. As of December 31, 1989, there are 440 residential customers,
9 64 commercial customers and 48 inactive customers. An
10 inactive customer is one where a meter is present on the
11 property but it has been disconnected.

12

13 Q. Does the Trenton District of Florida Power Corporation serve
14 any counties beside Alachua County?

15 A. Yes, the Trenton District covers portions of four other
16 counties: Alachua, Levy, Gilchrist and Dixie. Two other
17 districts of Florida Power also service Alachua County, the
18 High Springs and Reddick Districts.

19

20 Q. Is this area rural or urban?

21 A. The Trenton District provides service to cities or towns and
22 also to rural areas. A sizeable portion of our customers are
23 on multi-acre home sites, like those at Marchant Meadows, on
24 farms or on ranches.

25

- 1 Q. How many customers are served by the Trenton District?
- 2 A. The Trenton District serves 3,754 residential customers, 799
3 commercial customers and there are 565 inactive meters.
4
- 5 Q. Does FPC have a franchise agreement with the City of Archer?
- 6 A. Yes, it does. This agreement was initially entered into on
7 August 13, 1926; it was renewed on June 4, 1956 and renewed
8 again on May 12, 1986.
9
- 10 Q. How would the customer support service be provided by Florida
11 Power Corporation to customers in Marchant Meadows?
- 12 A. They would be served out of the Trenton District of Florida
13 Power in the same way as the customers in the City of Archer
14 are now served.
15
- 16 Q. Are you aware of two letters which were exhibits to the
17 testimony of William C. Phillips, one dated December 28, 1970
18 from E. T. Martin of Clay Electric Coop to Mr. E. E. Dearmin
19 of Florida Power Corporation and one of December 29, 1970 from
20 Mr. Dearmin to Mr. Martin?
- 21 A. Yes, I am.
22
- 23 Q. Did you consider these letters at the time you had discussions
24 with Mr. Clayton regarding Florida Power providing service to
25 Marchant Meadows?

1 A. No, I did not.

2

3 Q. Why not?

4 A. I only became aware of them in conjunction with this
5 territorial dispute.

6

7 Q. What is your understanding as to the effectiveness of those
8 letters?

9 A. It is my understanding that those letters are totally
10 ineffective at this time because they were withdrawn by
11 Florida Power in the mid-1970s. It is my understanding that
12 they were withdrawn because they were not approved by the
13 Public Service Commission and they were not a proper
14 territorial agreement.

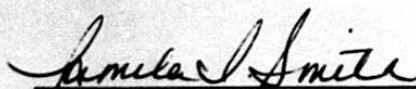
15

16 Q. Does this conclude your testimony?

17 A. Yes, it does but I reserve the right to make additional
18 statements as other matters may arise.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing
Prefiled Direct Testimony of Jimmie L. Troke has been furnished to
JOHN H. HASWELL, ESQUIRE, P.O. Box 23879, Gainesville, Florida
32602 and MICHAEL A. PALECKI, ESQUIRE, Florida Public Service
Commission, 101 East Gaines Street, Tallahassee, Florida 32301 by
regular U.S. mail this 10th day of May, 1990.



Pamela I. Smith
Assistant Counsel
Florida Power Corporation
P.O. Box 14042
St. Petersburg, FL 33733
(813) 866-5777

**PATTEN
CORPORATION
GULF-ATLANTIC**

New York Stock Exchange: PAT
P.O. Box 2299 • Lake City, FL 32056
904-755-4606

November 29, 1966

Mr. Jim L. Troke
District Manager
Florida Power Corporation
P.O. Box 306
Trenton, Florida 32693

Dear Mr. Troke:

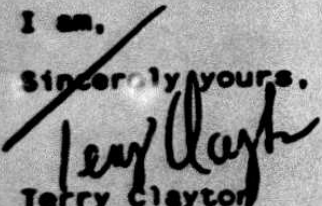
This letter serves as authorization for you to furnish electrical power to lots in an unrecorded subdivision known as Marchant Meadows, owned by our company. This subdivision is located 1/2 mile north of Archer, fronting US Highway #41, County Road #241 and Southwest 22nd Avenue.

As we discussed, you have agreed to furnish electrical power to all the lots in the subdivision as shown on a plat that was furnished to you at no cost to the developer or the consumer and also do any necessary clean-up work located under where the power lines are going to be run. Please furnish me with a letter of commitment agreeing to this, as soon as possible.

We appreciate your interest in our company and your commitment to working with us.

I am,

Sincerely yours,


Terry Clayton
Vice President

TC/mr

FPSC DOCKET NO. 900064-EU
FLORIDA POWER CORPORATION
PREFILED TESTIMONY OF
JIMMIE L. TROKE
EXHIBIT NO. JLT-1

**Florida
Power**
CORPORATION

P. O. Box 306
Trenton, Fl. 32693
(904) 463-2363

December 5, 1989

**RE: Marchant Meadows Subdivision
in Alachua County Florida**

**Mr. Terry Clayton
Vice President
Patten Corporation
Gulf-Atlantic
P. O. Box 2299
Lake City, Fl. 32056**

Dear Mr. Clayton;

Florida Power Corporation is in position to provide you with adequate electrical service within the rules and regulations on file with the Florida Public Service Commission.

Overhead service to all lots will be provided at no charge, except for certain situations where customers request require additional facilities or where overhead to underground service is requested.

Tree trimming and Right of Way clearing will be accomplished within current Florida Power Corporation standards which provide that the Right of Way being cleared be cleaned, and all trimmings removed.

Please complete the enclosed easement, and attach the appropriate platt.

If you have any questions or if we may be of any further assistance please feel free to contact W. R. Park or myself.

Sincerely,


**Jim L. Troke
Trenton District Manager**

**sp
Encl**

A Florida Progress Company

**FPSC DOCKET NO. 900064-EU
FLORIDA POWER CORPORATION
PREFILED TESTIMONY OF
JIMMIE L. TROKE
EXHIBIT NO. JLT-2
PAGE 1 OF 3**



DISTRIBUTION EASEMENT

THIS EASEMENT, Made this day between Patten Corporation

Gulf-Atlantic, a Florida corporation,
(State)

its successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Alachua County, Florida, to wit:

A 10' foot wide Easement Area defined as comprising ten feet on all front, back, and side lot lines as shown on the attached plat. Attached hereto and made a part here of.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTOR, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

Section _____ Township _____ Range _____ County Alachua
Project Name: Harchant Meadows

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested

this ____ day of _____, 19 ____.

WITNESSES:

(Name of Corporation)

By _____
President

ATTEST

Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing easement was acknowledged before me this ____ day of _____, 19 ____.

by _____ as _____ President and by
_____ as _____ Secretary, respectively,

of _____

a corporation of the State of _____, on behalf of the corporation as GRANTOR.

(NOTARIAL)
(SEAL)

Notary Public

My Commission Expires: _____