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February 27, 2004

Ms. Blanca S. Bayo, Director  
Division Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, Florida 32399-0850

**HAND DELIVERY**

COMMISSION  
CLERK

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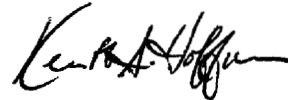
Re: Majestic Oaks Partners LLC's Petition for Leave to Intervene and Request for Expedited Relief

Dear Ms. Bayo:

Enclosed please find the original and fifteen copies of Majestic Oaks Partners LLC's Petition for Leave to Intervene and Request for Expedited Relief..

Please acknowledge receipt of these documents by date-stamping the enclosed copy of this letter and returning it to the undersigned.

Sincerely,



Kenneth A. Hoffman

RECEIVED & FILED



FPSC-BUREAU OF RECORDS

KAH/tls  
Enclosures

- AUS \_\_\_\_\_
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FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Majestic Oaks Partners LLC'S )  
Petition for Leave to Intervene and )  
Request for Expedited Relief )  
\_\_\_\_\_ )

DOCKET NO.040133-EU  
FILED: February 27, 2004

**MAJESTIC OAKS PARTNERS LLC'S  
PETITION FOR LEAVE TO INTERVENE  
AND REQUEST FOR EXPEDITED RELIEF**

Majestic Oaks Partners, LLC ("Majestic"), by and through its undersigned counsel, and pursuant to Rules 25-22.039, 28-106.201(2) and 25-6.0440, Florida Administrative Code, and Section 366.04, Florida Statutes, petitions for leave to intervene in the above-styled docket in support of the Petition to Modify Territorial Agreement or, in the Alternative, to Resolve a Territorial Dispute ("Petition") filed by Withlacoochee River Electric Cooperative, Inc. ("Withlacoochee") on February 12, 2004, in the above-referenced docket. In support of this petition, Majestic states as follows:

**PARTIES**

1. Majestic's official name and business address are:

Majestic Oaks Partners, LLC  
24060 Deer Run Road  
Brooksville, Florida 34601

2. The name and address of Majestic's representative to receive notices and pleadings

in this docket is:

Kenneth A. Hoffman, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, FL 32303  
(850) 681-6788 (Telephone)  
(850) 681-6515 (Telecopier)

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FPSC-COMMISSION CLERK

3. Majestic is a Florida limited liability corporation. Majestic is in the process of developing approximately 425 acres of property that it owns in Hernando County for the construction and sale of residential homes.

4. Withlacoochee is a rural electric cooperative organized and operating pursuant to Chapter 425, Florida Statutes. Withlacoochee is an "electric utility" as defined by Section 366.02(2), Florida Statutes, and therefore subject to the Commission's territorial dispute and territorial agreement jurisdiction under Section 366.04(2), Florida Statutes, and Grid Bill jurisdiction under Section 366.04(5) and (6), Florida Statutes.

5. Florida Power Corporation, now known as Progress Energy Florida ("Progress"), is a "public utility" as defined by Section 366.02(1), Florida Statutes, and therefore is subject to the Commission's territorial dispute and territorial agreement jurisdiction under Section 366.04(2) and (4), Florida Statutes, and Grid Bill jurisdiction under Section 366.04(5) and (6), Florida Statutes.

6. The agency affected by this Petition for Leave to Intervene is the Florida Public Service Commission ("Commission"), 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

### **JURISDICTION**

7. The Commission has jurisdiction over this matter pursuant to Section 366.04(2), (4), (5), and (6), Florida Statutes, and Order No. 25309, issued November 7, 1991, in Docket No. 910940-EU.

### **FACTS**

8. Pursuant to Order No 25309, the Commission approved a Territorial Agreement between Withlacoochee and Progress. See Appendix A to Withlacoochee's Petition to Modify

Territorial Agreement. As outlined in Order No. 25309, the Territorial Agreement “represent[s] a continuing effort by the parties to minimize the costs to their respective customers by avoiding unnecessary duplication of facilities.” The Agreement is a fifteen year agreement allocating territory (and a transfer of customers) as between the two parties in Hernando County. In approving the Agreement, the Commission held:

We also find that the Agreement satisfies the intent of Subsection 366.04(5), Florida Statutes, to avoid further uneconomic duplication of generation, transmission, and distribution facilities in the state. We, therefore, find that the Agreement is in the public interest and should be approved.<sup>1</sup>

9. Majestic is in the process of developing approximately 425 acres of property that it owns in Hernando County for the purpose of constructing and selling approximately 625 residential lots. The map filed by Withlacoochee in support of its Petition reflects that:

a. The Commission approved territorial boundary line between Withlacoochee’s exclusive retail service territory in Hernando County and Progress Energy’s exclusive retail service territory in Hernando County runs directly across, east to west, and divides the Majestic property leaving Majestic (and, ultimately, the owners of homes constructed in the Majestic development) with two electric utilities authorized to provide service to portions of its development.

b. Withlacoochee has six potential service points to provide retail electric service to the entire Majestic development, all of which are situated either directly on the Majestic property or immediately adjacent to (no more than 800 feet) from the Majestic property. Five of the six service points are three phase distribution facilities.

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<sup>1</sup> Order No. 25309, at 2.

c. Progress Energy has two potential service points to provide service to the entire Majestic development, one of which is located approximately 4,887 feet from the Majestic property. The second potential service point is a 69 kV line running south from a transmission line that traverses the Majestic property to an old substation that Majestic understands would need to be upgraded to serve the entire Majestic property. This substation has been in existence for at least 35 years and was originally built to serve the quarry abandoned in the early 1960s.

d. Majestic is the owner of the Brooksville Golf and Country Club, situated adjacent to and immediately north/northeast of the approximate 400 acres of Majestic property that will be developed. The Brooksville Golf and Country Club, which is part of the Majestic Project, is situated in the service territory of and served by Withlacoochee.

10. Majestic was scheduled to commence construction of Phase I of the development in early January 2004. Majestic requires electric service to begin construction of Phase I of its development. The Phase I development will begin on the southern tip of the Majestic property situated in the current service territory of Progress.

11. The Territorial Agreement between the parties approved by the Commission pursuant to Order No. 25309 contemplated the prospect of a potential modification of the territorial boundary line between the two parties to provide service to a new customer or prospective new customer consistent with the underlying statutory rationale and goals for approving the territorial agreement, i.e., to avoid further uneconomic duplication of facilities. Specifically, Section 2.2 of the Agreement provides as follows:

Section 2.2: Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose end-use

facilities are located within the Territorial Area of the other Party, except as specifically provided in this Section of the Agreement.

The Parties recognize that exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end-use facilities either cannot or should not be immediately served by the party in whose Territorial Area the end-use facilities are located. In such instances, upon written request to the other party by the Party in whose Territorial Area the end-use facilities are located, the other Party may agree in writing to temporarily provide service to such customer's end-use facilities. Any such agreement for temporary service shall be submitted to the Florida Public Service Commission for approval in accordance with Article 4, Section 4, 1 hereof.

In the event that New Customer or prospective New Customer requests or applies for service from either Party to be provided to end-use facilities located in the Territorial Area of the other Party, the Party receiving such a request or application shall refer the New Customer or prospective New Customer to the other Party which citation to this Agreement as approved by the Commission, and shall notify the other Party of such request or application.

If the New Customer or prospective New Customer delivers a written application for service after being referred to the other Party, or continues to demand service under an application made prior to a referral to the other Party, the Party receiving the application shall file a Petition for Declaratory Statement requesting the commission to apply this Agreement to the facts presented. The petitioning Party shall notify the other Party and the applicant of its intent to file a Petition for Declaratory Statement prior to filing such Petition and shall request the joinder of the other Party as a Party to the proceeding. The petitioning Party shall not provide or attempt to provide electric service to such a New Customer unless the Commission authorizes such service in an order binding upon both Parties.

12. As reflected in the correspondence attached to Withlacoochee's Petition in Appendix B, Majestic has requested that Withlacoochee provide retail electric service to the entire Majestic development, including the portion situated in Progress' current service territory.

13. Pursuant to Section 2.2 of the Agreement, by letter dated November 3, 2003, copy attached hereto as Exhibit A, Withlacoochee notified Progress of Majestic's request that Withlacoochee provide retail electric service to the entire Majestic development.

14. In accordance with the procedures set forth in Section 2.2 of the Territorial Agreement, Withlacoochee filed a Petition for Declaratory Statement requesting the Commission to apply this Agreement to the facts presented and determine that Withlacoochee should serve the property. Progress filed a response in opposition to Withlacoochee's Petition for Declaratory Statement. Neither Withlacoochee nor Progress have provided or attempted to provide electric service to the Property to date.

15. Withlacoochee has since filed a Notice of Voluntary Dismissal, without prejudice, of its Petition for Declaratory Statement.

#### **ARGUMENT IN SUPPORT OF INTERVENTION**

16. Rules 25-22.039 and 28-106.205, Florida Administrative Code, authorizes intervention where the allegations in the petition to intervene "demonstrate that . . . the substantial interests of the intervenor are subject to determination or will be affected through the proceeding."

17. It is a well-established principle of administrative law that a party is considered to have a substantial interest in the outcome of a proceeding if: (a) the party will suffer an injury in fact which is of sufficient immediacy to entitle it to a formal administrative hearing; and (b) the injury is of the type or nature which the proceeding is designed to protect. Agrico Chemical v. Department of Environmental Regulation, 406 So. 2d 478, 482 (Fla. 2<sup>nd</sup> DCA 1981).

18. Further, Section 366.04(4), Florida Statutes, expressly provides that, "[a]ny substantially affected customer shall have the right to intervene in (territorial agreement or territorial dispute) proceedings." In this case, the relief sought by Withlacoochee, specifically, modification of its territorial agreement with Progress to authorize Withlacoochee to serve the entire Majestic property, will substantially affect Majestic's interest. Service by Withlacoochee to the entire

Majestic property can be provided at reduced incremental costs and with lower retail rates with increased safety, efficiency, reliability and customer satisfaction when compared with the prospect of service to portions of the Majestic property by Withlacoochee and Progress. These savings, efficiencies and increased reliability can be brought to the purchasers of lots from Majestic who will receive electric service. Accordingly, as a substantially affected customer of Withlacoochee and Progress, Majestic has the right to intervene in this proceeding.

**ARGUMENT IN SUPPORT OF WITHLACOOCHEE'S  
REQUEST FOR BOUNDARY MODIFICATION**

19. As previously stated, the Territorial Agreement between the parties contemplates a potential modification of the territorial boundary line between the two utilities, as applied to the facts presented. The question of whether the facts support a modification of the territorial boundary line, as requested, should be analyzed under the statutory and rule criteria that area applied to approval of territorial agreements, and were applied to the approval of the original Territorial Agreement in 1991. These statutory and rule criteria are summarized below:

a). Section 366.04(5), Florida Statutes:

The Commission shall further have jurisdiction over the planning, development, and maintenance of a coordinated electric power grid throughout Florida to assure an adequate and reliable source of energy for operational and emergency purposes in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities.

b) Section 366.04(6). Florida Statutes:

The Commission shall further have exclusive jurisdiction to prescribe and enforce safety standards for transmission and distribution facilities of all public electric utilities, cooperatives organized under the Rural Electric Cooperative Law, and electric utilities owned and operated by municipalities.



c) Rule 25-6.0440(2), Florida Administrative Code:

Standards for Approval. In approving territorial agreements, the Commission may consider, but not be limited to consideration of:

- (a) the reasonableness of the purchase price of any facilities being transferred;
- (b) the reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement; and
- (c) the reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities.

20. In addition, in a recent order, the Commission recognized existing legal precedent which places the responsibility on the Commission to ensure that a territorial agreement, "works no detriment to the public interest." Order No. PSC-03-0739-PAA-EU, issued, June 23, 2003, in Docket No. 011333-EU, citing Utilities Comm'n of City of New Smyrna Beach v. Florida Public Service Comm'n. 469 So. 2d 731, 732-33 (Fla. 1985). The Commission also recognized that the Commission may modify a territorial agreement where a demonstrated public interest requires the modification. Order No. PSC-03-0739-PAA-EU, at page 3.

21. Accordingly, Majestic submits that the following facts, when applied to the statutory and rule criteria outlined above and Section 2.2 of the Territorial Agreement, support the boundary modification requested by Withlacoochee, as well as demonstrate that the requested boundary modification is in the public interest:

- a. Withlacoochee currently has in place 5 potential three-phase feeder service points and 1 one-phase feeder service point which could be updated to the three-phase service situated on or immediately adjacent to the Majestic property. Withlacoochee's incremental cost to reach the

Majestic property for the purpose of providing retail electric service is \$0. Withlacoochee's multiple points of directly situated or immediately adjacent to three phase facilities places it in the position of providing high quality electric service to Majestic and the purchasers of the lots on the Majestic property, with multiple points of redundancy, at a de minimus incremental cost.

b. Progress has only one point of interconnection that is fed off of a one phase line and is located some 75 feet from the southern edge of Majestic's property. Progress will have substantially higher incremental costs than Withlacoochee to provide retail electric service to the Majestic property, including the construction of higher capacity distribution lines over an approximate 4800 foot distance to reach the property. Even with such construction, Progress currently has no other three-phase point of interconnection (the other potential service point is the previously described 69 kv line) that would feed into the Majestic property for purposes of providing back-up service in the event the newly constructed Progress distribution facility were to lose service.

c. The current facts reflect that, absent a modification of the territorial boundary line to allow Withlacoochee to provide retail electric service to the entire Majestic development, there will be a classic case of uneconomic duplication of facilities. Withlacoochee would construct facilities from one or more of its immediately adjacent or directly situated service points to provide electric service to roughly the northern half of the Majestic development. Progress would have to construct substantial facilities to even reach the development and then additional facilities to serve roughly the southern half of the Majestic development. Such would be a classic case of uneconomic duplication of facilities.

d. The mixing and matching of the two electric systems would diminish the ability of both utilities to provide the most safe, efficient and reliable electric service. Further, once the

development is built out, it would be divided for purposes of electric service into two utilities with customers on the same street having different electric utility providers, and being subjected to different rates and varying levels of quality of service. In that regard, Majestic maintains that Progress cannot expect to maintain a level of service commensurate with that which would be provided by Withlacoochee absent substantial upgrades and construction of facilities at a substantial incremental cost - - costs that will not be incurred for Withlacoochee to provide a high level quality of service to the entire Majestic development.

e. Serious concerns have been raised as to the quality of service that Progress will be able to provide to the Majestic development. Progress' customer service center, once located in Brooksville, has been moved to Inverness, located much farther from the Majestic property. The distance of Progress' customer service center in relation to the Majestic development will impede Progress' ability to respond to customer outages and concerns in an efficient and speedy manner, whereas Withlacoochee at present time, has the requisite facilities in place, directly on or immediately contiguous to the Majestic property. Attached hereto as Exhibit B is a memo from Majestic's president, a Progress Energy customer, detailing the events of a recent Progress power outage that occurred on February 7, 2004.

f. Withlacoochee also has lower retail electric rates than Progress. Customer confusion and customer dissatisfaction within the entire Majestic development concerning disparate rates and levels of service will be avoided by authorizing Withlacoochee to serve the entire Majestic development.

g. Majestic is the entity that is most directly and adversely impacted by the existing bifurcated boundary, and has repeatedly confirmed its preference to have the boundary modified to

permit Withlacoochee to provide electric service to its entire property. The correspondence included as Appendix B to Withlacoochee's Petition confirm this preference. Majestic's unequivocal preference for Withlacoochee to provide service to its entire property is further support for a Commission determination that the boundary modification requested is in the public interest.

22. Consistent with Section 2.2 of the Territorial Agreement, the foregoing facts demonstrate both exceptional circumstances and economic constraints that justify the conclusion that Majestic and its purchasing lot owners should not be immediately served by Progress in Progress' currently carved out portion of the Majestic development. Further, consistent with Section 2.2, the above facts demonstrate that good engineering practices will be enhanced by authorizing Withlacoochee to serve the Majestic property in its entirety.

#### **CONCLUSION AND REQUEST FOR RELIEF**

23. The Commission-approved Territorial Agreement between the parties expressly contemplated that a situation may arise where it would be appropriate, and consistent with statutory goals, to modify the territorial boundary line between the parties. The Withlacoochee Petition to Modify Territorial Agreement represents such a case. Without a modification of the territorial boundary line between the parties, service can only be provided to the entire Majestic development by two utilities at substantially higher collective incremental costs - - most all of which would be incurred by Progress, and with the prospect of diminished safety, efficiency, reliability, and customer satisfaction. Withlacoochee clearly has the facilities currently in place, directly on or immediately adjacent to the property, necessary to provide fully redundant, high quality electric service. Progress cannot provide service to its portion of the Majestic development at a commensurate level of reliability without substantially higher incremental costs. The statutory goals imposed on the

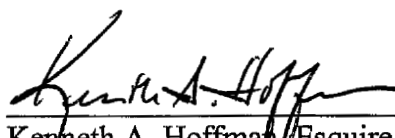
Commission and underlying the original approval of this Territorial Agreement - - to avoid the further uneconomic duplication of facilities - - will be furthered by the granting of Withlacoochee's Petition to Modify Territorial Agreement and by authorizing Withlacoochee to provide retail electric service to the entire Majestic property.

24. Majestic's schedule for the development of its property and construction of homes has been delayed, in part, by the negotiations between Withlacoochee and Progress regarding service by Withlacoochee to the entire Majestic property. Majestic has secured financing for its development, and continues to incur the carrying costs associated therewith. Majestic had planned to commence construction in early January 2004 but cannot do so until the issue of electric service to its development is resolved. Therefore, Majestic respectfully requests that the Commission grant the relief requested by Withlacoochee on an expedited basis.

WHEREFORE, for the foregoing reasons, Majestic respectfully requests that the Commission enter an Order:

- A. Granting this Petition for Leave to Intervene; and
- B. Granting Withlacoochee's Petition to Modify Territorial Agreement on an expedited basis.

Respectfully submitted,



Kenneth A. Hoffman, Esquire  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
Post Office Box 551  
Tallahassee, FL 32303  
(850) 681-6788 (Telephone)  
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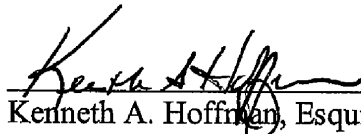
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the forgoing has been furnished by U.S. Mail, this 27<sup>th</sup> day of February, 2004, to the following:

Brian P. Armstrong, Esquire  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

James A. McGee  
Associate General Counsel  
Progress Energy Service Company, LLC  
100 Central Avenue  
St. Petersburg, Florida 33733

Martha Carter Brown, Esquire,  
Office of the General Counsel  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

  
\_\_\_\_\_  
Kenneth A. Hoffman, Esquire



WITHLACOOCHEE  
RIVER  
ELECTRIC  
COOPERATIVE, INC.

November 3, 2003

Kathleen Small  
Progress Energy Florida, Inc.  
4121 Saint Lawrence Drive  
New Port Richey, FL 34653

Dear Kathy:

This letter is a follow-up to our conversation earlier today concerning the request we have received to serve Majestic Oaks in Hernando County. Mr. Bronson delivered a written application for service to Withlacoochee River Electric Cooperative, specifically asking us to provide "retail electric service to the 420 acre area" that we have been discussing for the last couple of months.

As I mentioned to you on several occasions, WREC has not promoted this issue and we have repeatedly referred to our existing territorial agreement with Progress Energy. However, it seems obvious that Mr. Bronson is pursuing that portion of the agreement (Section 2.2: Service to New Customers) that requires intervention from the commission. If we are unable to reach an agreement to resolve the issue, WREC will be mandated to ask for a Declaratory Statement from the Public Service Commission.

We had briefly discussed a cash payment from Withlacoochee River Electric to Progress Energy for that portion of the development that lies outside our established boundary. Historically, we have used one years' projected revenue to determine value, and WREC would be willing to make this offer to avoid lengthy legal proceedings. If you wish to give further consideration to this type of negotiation, please contact us.

You indicated to me today that you were to have a conference with others in your organization concerning the formal request to provide service. Please let me know if the only solution you can consider is to ask for the above-mentioned decision from the commission.

Again, we would like to reiterate that we have only responded to requests from Tommy Bronson or his agents, and have not encouraged this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Duane Vann", written over a horizontal line.

Duane Vann  
Assistant General Manager



February 7, 2004

TO: Power File (Majestic)

FROM: Tommy Bronson

SUBJECT: Progress Energy Florida Outage on this date.

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The following is a series of events that took place on the date above:

1. I am at my desk working at 6:40 AM (approx) when power is lost.
2. I have a flashlight at my desk and therefore called 800 228 8485, number to report outages and emergencies. Ultimately I spoke to women who asked that I go to my meter and see if the breaker is tripped. This of course is outside and I would bet most people don't have an idea where or what. I went outside to the meter and the breaker box and found the switch to be behind a Progress Energy Florida lock. I came back and called again and repeated the reporting process, and then found out there were already 30 calls received reporting the outage.
3. My power was still off at 7:30 AM so I left to drive to US 41 to find the trouble there or follow the line power along Grubbs Rd until I found a fuse blown or until I ran into the Progress Energy Florida service truck. I completed this inspection, found the blown fuse and the limbs that most likely caused the outage. What I didn't find was a Florida Progress service truck.
4. At approx 8AM Progress Energy Florida service person arrived in a truck (FL fleet tag, GBL 203) without 4 wheel drive. The truck was driven by Don Ester (?) who was very nice. I told him where the trouble was and went to check a transformer and fuse location for trouble that he could not get to without 4 wheel drive.
5. To restore power only required refusing the pole at US41 since the limb that caused the trouble was already on the ground and I removed most of it from the road. Power was restored at 8:22 AM.
6. I feel certain the service truck had to be dispatched from Inverness since there is no longer a Progress Energy service yard in Brooksville.
7. Consequently, approx 30 Progress Energy Florida customers that only required 15 minutes of one Progress Energy Florida employee's time to cure endured a one hour forty minute outage.
8. This is an example of the concerns that I have about Progress Energy Florida service for the Majestic homeowner. And with this knowledge I do have a duty to secure the best service possible.
9. It was reckless and irresponsible to shut down the Brooksville service center and move it to Inverness because these kinds of outages are commonplace. There are 140,000 residents, some portion of who are Progress Energy Florida

EXHIBIT

B



customers, that can't help but get this kind of service because of the management decisions of Progress Energy Florida.

10. I have seen the Brooksville manager (Mr. George Allen, and his successors) many times come out and have this type outage restored in 30 minutes.
11. I just happened to stumble on this example in an effort to resume my work day as promptly as possible.

cc. Tom Bronson, Jim Carman, Justin Rooks  
bc. Ken Hoffman, Esq.