

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

CLERK, SUPREME COURT

By _____
Chief Deputy Clerk

DOCKET NO. 930885-EU

In the Matter of

Petition to resolve territorial
dispute with Gulf Coast
Electric Cooperative, Inc. by
Gulf Power Company.



SECOND DAY - MID-AFTERNOON SESSION

VOLUME 5

Pages 667 through 707

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN JULIA L. JOHNSON
COMMISSIONER J. TERRY DEASON
COMMISSIONER SUSAN F. CLARK

DATE: Wednesday, April 30, 1997

TIME: Commenced at 9:30 a.m.
Concluded at 3:25 p.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
(904) 413-6732

APPEARANCES:

(As heretofore noted.)

DOCUMENT NUMBER - DATE

04577 MAY -86

FPSC-RECORDS/REPORTING

I N D E X

MISCELLANEOUS - VOLUME 5

ITEM	PAGE NO.
CERTIFICATE OF REPORTERS	707

WITNESSES - VOLUME 5

NAME	PAGE NO.
ARCHIE W. GORDON	
Direct Examination By Mr. Haswell	669
Prefiled Rebuttal Testimony Inserted	671
Cross Examination By Mr. Cresse	693

EXHIBITS

NUMBER	ID.	ADMTD.
18 Composite AWG-9 through 19	670	700

P R O C E E D I N G S

(Transcript follows in sequence from
Volume 4.)

ARCHIE W. GORDON

was called as a rebuttal witness on behalf of Gulf
Coast Electric Cooperative, Inc. and, having been duly
sworn, testified as follows:

DIRECT EXAMINATION

BY MR. HASWELL:

Q Mr. Gordon, you've already been sworn in
this case; is that correct?

A I have already been sworn, yes, sir.

Q And you're the same Archie W. Gordon who has
filed rebuttal testimony on behalf of Gulf Coast
Electric dated December 20, 1996?

A That is correct.

Q Okay. If I were to ask you the same
questions that were asked in your rebuttal testimony
as filed, would your answers be the same?

A Yes, sir, it would.

Q Okay. Have you, sir, attached any exhibits
to the rebuttal testimony?

A Yes, sir. I attached Exhibits 9 through --
I believe it's 19.

Q AWG-9 through 19; is that correct?

1 **A** Yes, sir, 9 through 19.

2 **Q** Okay. Do you have any changes, additions or
3 corrections to your rebuttal testimony?

4 **A** No, sir.

5 **Q** Okay.

6 **MR. HASWELL:** Chairman Johnson, I
7 respectfully request that the rebuttal testimony of
8 Archie W. Gordon be inserted into the record as though
9 read.

10 **CHAIRMAN JOHNSON:** It will be so inserted.

11 **MR. HASWELL:** And I would ask that Exhibits
12 9 through 19 by Mr. Gordon be marked for
13 identification as a composite exhibit.

14 **CHAIRMAN JOHNSON:** They'll be marked as
15 composite Exhibit 18. Composite AWG-9 through 19.

16 (Exhibit 18 marked for identification.)

17

18

19

20

21

22

23

24

25

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In RE: Petition to Resolve)
Territorial Dispute with Gulf Coast)
Electric Cooperative, Inc. By) Docket No. 930885-EU
Gulf Power Company)

REBUTTAL TESTIMONY
OF
ARCHIE W. GORDON
ON BEHALF OF
GULF COAST ELECTRIC COOPERATIVE, INC.

December 20, 1996

1 **Q. WHAT IS YOUR NAME?**

2 A. Archie W. Gordon

3 **Q. ARE YOU THE SAME ARCHIE W. GORDON WHO HAS GIVEN DIRECT**
4 **TESTIMONY IN THIS DOCKET UPON PREVIOUS OCCASIONS?**

5 A. I am

6 **Q. WHAT IS THE PURPOSE OF THIS TESTIMONY?**

7 A. The purpose of this testimony is to rebutt the allegations made in the direct
8 testimony of William C. Weintritt previously filed on October 15, 1996 and that
9 of Theodore S. Spangenberg, Jr. and also filed on October 15, 1996.

10 **Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY?**

11 A. I will show that the territorial guidelines that Mr. Weintritt states have "worked
12 well" have in fact not worked well, at least not for both parties. I will demonstrate

1 that the reliability comparison made by Mr. Weintritt is inappropriate and is
2 irrelevant for the disputed areas. I will also show that Mr. Spangenberg's multiple
3 load category of establishing a territorial boundary is totally unworkable. Finally,
4 I will demonstrate that contrary to the positions taken by Mr. Holland and Mr.
5 Spangenberg, existing facilities consisting of single and multi-phase lines do in fact
6 establish a traditional or historic service area which another utility should not be
7 allowed to intrude upon because of the immediate and upstream uneconomic dupli-
8 cation of the facilities of the other utility that would be permitted.

9 **Q. WHAT PORTION OF MR. WEINTRITT'S DIRECT TESTIMONY DO YOU**
10 **QUESTION?**

11 A. On page 1, lines 18 thru 22 Mr. Weintritt states in essence that for nearly 50 years
12 the previous method used to determine whether Gulf Power or Gulf Coast would
13 provide service to customers in Northwest Florida has "worked well". As a basis
14 for this statement Mr. Weintritt introduces Exhibit (WCW-3) which is the Gulf
15 Power Company Contract for Electric Service Resale by Gulf Coast Electric
16 Cooperative, Inc. dated December 1, 1947, Exhibit (WCW-4) which is the
17 FERC Electric Tariff dated June 15, 1979 and Exhibit (WCW-5) the Gulf Coast
18 Resolution terminating service from Gulf Power Company on June 1, 1981.

19 **Q. WHY DO YOU QUESTION THE USE OF EXHIBIT (WCW-3) TO**
20 **ILLUSTRATE THAT THE CUSTOMER SERVICE DETERMINATION**
21 **WORKED WELL?**

22 A. The question is, "worked well for whom?"

1 Gulf Coast Electric Cooperative had received electric service for
2 resale months prior to the date of December 1, 1947. Electric distribution
3 facilities had been constructed from Bayou George metering point or what is
4 now John Pitts Road and adjacent to the intersection of Sections 3, 4, 9, & 10,
5 T3S, R13W, easterly to Wewahitchka, Allanton, White City, etc. and northerly
6 and westerly to Bayhead, Bennett, Fountain, Southport, Crystal Lake, Wausau,
7 Ebro, etc. During the course of Gulf Coast's initial contract construction of
8 electrical distribution lines, project control was under the supervision of
9 Southern Engineering Company of Atlanta, Georgia. Gulf Power Company for
10 some reason decided to intervene in the Southport area which was not yet
11 energized. Completion of a water crossing from Bayhead to Resota Beach had
12 been delayed and the temporary lack of connecting facilities in turn delayed
13 initial electric service by Gulf Coast Electric Cooperative for a short time.
14 Gulf Power Company seized upon this opportunity and dispatched construction
15 crews into the town of Southport. These crews began to construct electric
16 distribution lines, hang transformers and run service drop wire to houses. Some
17 of the houses had Gulf Coast Electric Cooperative service drop wires attached.
18 For an electric source Gulf Power relied upon a submarine cable crossing under
19 North Bay from Lynn Haven to Southport at a location approximately 2000 feet
20 east of the SR77 bridge (or Bailey Bridge). This cable terminated in Southport
21 at the south end of Grassy Point Road.
22 Gulf Coast was able to energize its feeder first and thereby secure a majority of

1 the potential Southport customers. Gulf Power was ultimately unable to complete
2 the submarine cable and could not supply initial electrical service to anyone in
3 Southport. Gulf Power then withdrew from contention as a power supplier in the
4 Southport area but firmly insisted upon the purchase by and reimbursement for
5 Gulf Power Company facilities from Gulf Coast.

6 **Q. IS THERE ANY RECORD TO SUBSTANTIATE THIS?**

7 A. Town Map 3-33 Southport recorded the inventory of both company's facilities
8 by Southern Engineering Map dated 1/5/46 and reported "the Gulf Power
9 facilities as compiled from Gulf Power Company map D-1207. I attach a copy
10 of this map as "Exhibit (AWG-9)".

11 Project Florida 34 "A" Bay, "As built" was recorded as 1-19-46.

12 Detail Map 3-33 indicates the "Gulf Power Company submarine cable" crossing
13 under North Bay and the Gulf Power Company overhead electric distribution lines
14 installed along the streets in Southport. I attach a copy of this map as "Exhibit
15 (AWG-10)".

16 The end result was Gulf Coast had to fund and finance two electric distribution
17 systems in order to secure the revenue from the one group of Southport customers.

18 Detail map 3-33 carries a revision dated 12-1-47 "B" PROJECT RECORD MAP.

19 This is the same date as entered on Exhibit (WCW-3).

20 **Q. WERE THERE ANY OTHER RECORDS TO CONFIRM THIS**
21 **OCCURRENCE?**

22 A. Yes, among the maps and records provided to me in 1949 was a type written

1 sheet containing a description of land lines which were capable of being
2 reproduced on a map. There was also a paper print of a map showing the area
3 of Bay County around John Pitts Road where the delivery point for electric
4 energy was described in Article 3 of the contract designated Exhibit (WCW-3).

5 **Q. WHAT BECAME OF THOSE TWO ITEMS?**

6 A. I placed them back where I found them; into the same drawer of a steel map
7 cabinet at the Gulf Coast office in Wewahitchka for safe keeping.

8 **Q. DID YOU EVER HAVE OCCASION TO SEE OR UTILIZE EITHER**
9 **THE DESCRIPTION OR MAP AGAIN?**

10 2 A. Yes, but only the map. Gulf Coast requested that I prepare a plan for integrating
11 3 the two electrical systems indicated on Town Map 3-33 from the file and I
12 located the paper print of the partial Bay County map between the two linen maps.
13 At that time I compared all three maps but did not associate any connection between
14 the Southport detail and town maps and the partial Bay County map. The
15 integration plan was made, the work done and the record maps modified. If the
16 tariff provisions in effect during the Southport incident were similar to the ones
17 dated 12-1-47 they didn't work well for anyone! It was a lose-lose situation. It
18 may, however, have contributed to a temporary standoff of sorts and the adoption of
19 the 12-1-47 tariff agreement.

20 **Q. DID THE TERRITORIAL DISPUTES END WITH THAT EPISODE?**

21 A. No, and I specifically recall one arising out of the 12-1-47 tariff provisions.

22 **Q. DESCRIBE THAT FOR US PLEASE.**

1 A. Approximate to January, 1954, I received a telephone call from Mr. Joe Flint who
2 was then manager of Gulf Coast. He informed me that a Mr. Smith, an official of
3 Gulf Power, had provided him with the information that J. B. Converse and Co.,
4 Inc., Engineers of Mobile, Alabama, had inquired of Gulf Power as to electric
5 power availability to serve a water pumping station and that Gulf Power had
6 determined it to be located in the area served by Gulf Coast according to our
7 agreement (Tariff of 12-1-47)

8 Mr. Smith had further, and in good faith I believe, referred Mr. H. E. Myers,
9 President of J. B. Converse and Company to Mr. Flint and Gulf Coast.

10 I requested Mr. Flint to refer Mr. Myers to my office should he call.

11 He did call and I subsequently supplied by letter dated February 10, 1954 the
12 estimated KVA demands and KWH usage over a projected 20 year period.

13 The proposed location map arrived on February 15, 1954. The location map bore
14 no title block so I entered that day's date and title information upon the face of it.

15 I attach a copy of the location map provided as Exhibit (AWG-11).

16 There were three (3) alternate service sites indicated on the map. They were:

17 Site 1, Econfina Creek (approximate to Camp Flowers)

18 Site 2, Bayou George (approximately 3 miles north of substation.)

19 Site 3, An unnamed bayou lying on the fresh water side of Deerpoint Dam

20 and to the southeast of the dam (approximately 4 miles south of

21 Bayhead.)

22 Cost studies and applicable commercial rates were prepared and submitted to

1 J. B. Converse. As time progressed, maps of the impoundment dam and spillway
2 were supplied to Gulf Coast (dated 10/4/56), Feasibility Report (Day and
3 Zimmerman, Inc. 3/25/57).

4 Nine years later Mr. H. E. Myers updated the electrical load data and requested
5 the proposed rate be reviewed for current conditions. The proposed rate extended
6 in 1954 was reconfirmed as still applicable and valid on August 7, 1963.

7 Mr. A. D. Cullifer, Manager of Gulf Coast from 1957 thru 1969, had followed
8 the construction progress of the impoundment dam, spillway and water pumping
9 station. The Gulf Coast facility had existed from Bayhead to Highpoint and then
10 south to an unnamed bayou lying on the fresh water side of Deerpoint Dam and to
11 the southeast of the dam since May of 1952. This line had been converted from 2
12 wire single phase to 4 wire three phase 25 KV. As completion neared Mr.
13 Cullifer saw to it that a one span water crossing over an unnamed bayou lying on
14 the fresh water side of Deerpoint Dam and to the southeast of the dam was
15 installed. A 1500 KVA transformer bank was installed adjacent to the service
16 drop location.

17 Meanwhile, Gulf Power became dissatisfied with their own staff interpretation
18 of the tariff provisions dated 12/1/47 or such other agreements as the Gulf Power
19 staff felt were in effect approximate to January, 1954, when a Mr. Smith of Gulf
20 Power referred J. B. Converse and Company to Gulf Coast.

21 Gulf Power rephased their electric facility along the north side of U.S. 231 and
22 constructed a new three phase side tap approximately two miles to serve the Bay

1 County water supply pumping station.

2 It being apparent that Gulf Power intended to provide electric service in disregard
3 of their prior reference of the load to the coop, Gulf Coast sought judicial relief
4 thru a request for temporary injunction on November 15, 1963. Evidence that
5 Gulf Coast had proposed lower rates than those published by and available from
6 Gulf Power, that the Gulf Coast facility was in place and ready for service and
7 that Gulf Power had referred the load to Gulf Coast after determining it to be
8 served by Gulf Coast according to "our agreement" was presented to the court but
9 the judge denied the motion and Gulf Power provided service to the
10 pumping station. A hearing for a permanent injunction was scheduled for
11 February 4, 1964 and was later delayed.

12 During this interim period, on January 23, 1964 I was called upon to respond to
13 Mr. W. R. Shertzer, Chief Operations Branch, Rural Electrification
14 Administration, Washington, D. C. and supplied details of the load and revenue
15 data for the proposed Bay County water project. This response included a
16 detail of the increased cost to Bay County should the higher Gulf Power rates be
17 accepted. A copy of this letter is attached as Exhibit (AWG-12).

18 **Q. WHAT HAPPENED AT THE HEARING FOR PERMANENT**
19 **INJUNCTION?**

20 A. The final hearing began some time after February 4, 1964. Routine evidence was
21 presented such as the load being referred to Gulf Coast by Gulf Power; the service
22 location map provided by J. B. Converse; the comparative cost of power and the

1 savings to Bay County of \$5,900 per year at initial usage and \$10,000 to \$22,000
2 per year as the load developed according to the estimates; and finally to Gulf
3 Power's Mr. Smith who had referred to "the area to be served by Gulf Coast
4 according to our agreement". I was questioned by Gulf Power's counsel as to:
5 (1) whether I knew that Mr. Smith was since deceased?, (2) whether I knew if J.
6 B. Converse Co. had shown Mr. Smith the same load location map provided to
7 Gulf Coast?, and (3) had I ever seen any written documents or maps that would
8 support the contention that there was an "agreement"?

9 I remembered the type written sheet and the paper print of a map found filed with
10 Detail Map 3-33 and town map 3-33 Southport and answered "yes".

11 **Q. WHAT WERE THE DESCRIPTION AND THE PRINT OF A PORTION**
12 **OF BAY COUNTY?**

13 A. I confirmed that the description was of certain land lines drawn on the partial map
14 of Bay County. The vicinity was of John Pitts Road, which was at the delivery
15 point for the electric energy described in the tariff, Exhibit (WCW-3), and for
16 several miles around.

17 **Q. WHAT HAPPENED THEN?**

18 A. Gulf Power's representative and counsel requested a recess and a short conference
19 with Gulf Coast's representative and counsel.

20 **Q. DO YOU KNOW WHAT WAS DISCUSSED?**

21 A. At least the part which occurred in my presence.

22 **Q. TELL US ABOUT IT.**

1 A. Gulf Power's counsel produced a law book and began reading selected sections
2 concerning restraint of trade, anti-trust laws, price fixing, etc. and the penalties
3 therefore. The latter included revocation of charter and the right to do business.

4 **Q. WHAT DID THIS LEAD TO?**

5 A. A request for continuance and we all went home.

6 **Q. WHAT HAPPENED TO THE DISPUTE OVER THE WATER PUMPING**
7 **STATION LOAD?**

8 A. It remained connected to the Gulf Power system.

9 **Q. WERE THERE OTHER SMALL INCIDENTS OF CONSUMER SERVICE**
10 **DISPUTES?**

11 A. Yes but I was not aware of them all.

12 **Q. WERE THERE ANY OTHER MAJOR DISPUTES OF TERRITORIAL**
13 **RIGHTS?**

14 A. Yes.

15 **Q. CAN YOU PROVIDE US INFORMATION ABOUT THAT?**

16 A. Approximate to April 1971, I read a news release that Deltona Corporation
17 Development had acquired property and was planning to open a new development
18 in South Washington County. This was news of interest to me because I was also
19 system engineer for Withlacoochee River Electric Cooperative at Dade City,
20 Florida and Sumter Electric Cooperative at Sumterville, Florida. Mackle
21 Development had initiated three projects in the areas served by these
22 cooperatives. One project was in Hernando County and was named "Spring

1 Hill"; one was in Marion County and was named "Marion Oaks"; the third was in
2 Citrus County and was named "Citrus Springs".

3 I had served as system engineer for both of the two cooperatives and had total
4 electrical design responsibility over Spring Hill and Citrus Springs. I had also
5 set design parameters and retained engineering design review control over
6 Marion Oaks.

7 I also knew most of the active participants in the working team at Deltona.

8 Mr. C. E. "Ray" Roberts was then manager of Gulf Coast Electric. We conferred
9 and Mr. Roberts requested that I secure an appointment for him with Mr. Arthur
10 Day, who was engineer and surveyor for Deltona Development in Miami, Florida.

11 I called Mr. Day by telephone and made a tentative appointment for Mr. Roberts
12 to meet with him on May 4, 1970. This date was revised to May 11, 1970 by
13 memo request dated April 29, 1970. A copy of this memo is attached as Exhibit
14 (AWG-13).

15 The Gulf Coast Manager's meeting with Mr. Day and others resulted in a request
16 for a general policy meeting with Mr. William O'Doud, Jr. and the appropriate
17 officers of Deltona. The request of May 18, 1970 for the meeting is self-
18 explanatory and a two page copy is attached as Exhibit (AWG-14).

19 Mr. Roberts corresponded with me on August 4, 1970 concerning assistance from
20 Mr. Erle W. McGough, Manager of Withlacooche River Electric concerning a
21 meeting with Jim Vensel or Robert Mackle, Jr. A one page copy of this is
22 attached as Exhibit (AWG-15).

1 I responded to a request to meet with a Mr. H. Skeet Benton, consulting engineer,
2 Panama City, Florida, who had the contract with Deltona to do the local survey
3 and platting. On August 28, 1970, I documented the visit by letter, assured Mr.
4 Benton that the power for the Deltona project in all events would be as generated
5 and delivered over Gulf Power high voltage transmission lines.

6 I acknowledged the magnitude of the project and laid out the assurance that Gulf
7 Coast would provide such new facilities as are necessary. Mr. Benton was
8 provided with several prints of the underground and overhead systems at Spring
9 Hill and Citrus Springs as well as the substation demand capacity which was
10 established in the Spring Hill development where three (3) substations were
11 utilized. A two page copy of this Skeet Benton's letter is attached as Exhibit
12 (AWG-16).

13 Gulf Coast Manager Roberts addressed Mr. Carol E. Hinkley's concern about
14 parity of rates between Deltona Sunny Hills development and those of residents
15 in Panama City. The letter of December 8, 1970 is self explanatory and concludes
16 that a mass housing consumer classification is justified and an appropriate rate
17 "SCHEDULE AX" was submitted. Rates comparisons were attached to
18 illustrate Sunny Hills electric bills @ 1000 KWH/mo/customer would be 8%
19 lower than those residing in Panama City. A five (5) page copy of the Carol
20 Hinkley letter of December 8, 1970 is attached as Exhibit (AWG-17).

21 Approximate to March 1971 Gulf Power began construction of a distribution line
22 to serve Sunny Hills development in South Washington County. The closest

1 power lines with any capacity were at Vernon, Florida, approximately nine (9)
2 miles as the crow flies. Gulf Power managed to find a route that required about
3 sixteen (16) miles of three phase distribution line construction initially just to
4 reach the designated substation site. Gulf Coast again sought judicial relief and
5 filed suit in circuit court. The case was heard in Panama City.

6 Gulf Coast retained an expert from Atlanta to assist in the preparation and
7 presentation of evidence. This expert was Barney E. B. Snowden of Southern
8 Engineering, Fla P.E. #2106, the same Barney E.B. Snowden who initialed
9 "BEBS" on Detail Map 3-33, Exhibit (AWG-9) and Town Map 3-33 - Southport,
10 Exhibit (AWG-10).

11 March, 1971 was the first visual interest Gulf Power had made in the area south
12 of Vernon and east of Hicks Pond.

13 Mr. Snowden made record of construction as of the date March 19, 1971. I
14 attach a one (1) sheet copy of this record of construction as my exhibit (AWG-18).

15 Gulf Power constructed a facility parallel to the existing facilities of Gulf Coast
16 for 7.7 miles of the 12.7 mile distance to the entrance of Sunny Hills
17 development. In doing so Gulf Power crossed their lines over the Gulf Coast
18 lines a total of eighteen times en route. Gulf Power further utilized three sets of
19 cascaded voltage regulators for voltage correction plus a "step up" substation
20 to raise a portion of the line to 25KV and thereby reduce voltage drop on the
21 portion of new 3 phase line from Moss Hill Church on Road 279 to the substation
22 site near Gap Pond.

1 **Q. WHAT HAPPENED TO THE SUIT FILED IN CIRCUIT COURT?**

2 A. It was heard in due time and the judge ruled that "both parties" had the right to
3 to compete for the loads in the area. Gulf Coast was compromised in that it had
4 pioneered the extension of electric service in and around the Sunny Hills area, but
5 with the prospect of high density development, Gulf Power used "competition"
6 as an excuse for initial intrusive construction into an area already being
7 adequately served by Gulf Coast.

8 Then in addition to the duplication of Gulf Coast's facilities on Highway 279 and
9 Highway 77, because the facilities it had built were inadequate to reliably serve
10 the load in Sunny Hills, Gulf Power then had to build approximately 6 miles of
11 115KV "H" frame transmission line, and a 25,000 KVA substation which is now,
12 after 25 years, loaded to about 3000 KVA or 12% of rated capacity, representing
13 even further duplication of Gulf Coast's facilities. The tariff in effect, specifically
14 the one referenced by Mr. Weintritt in his direct testimony as Exhibit (WCW-3),
15 did not work well at all.

16 **Q. COULD GULF POWER NOT JUSTIFY THE LINE BUILT FROM**
17 **VERNON ON THE BASIS OF RELIABILITY TO PROVIDE AN**
18 **ALTERNATE SOURCE TO THE SUBSTATION CONSTRUCTED AT**
19 **SUNNY HILLS?**

20 A. No. The line built from Vernon to Sunny Hills, as indicated by the presence of
21 three (3) sets of cascading voltage regulators, was not capable of serving much
22 load and therefore would not have been a reliable back-up source to Sunny Hills.

1 However, the Sunny Hills substation would have provided an excellent alternate
2 source for the line from Vernon to Sunny Hills and provides improved reliability
3 for the numerous consumers that Gulf Power now serves between Vernon and
4 Sunny Hills. Thus, it's likely that Gulf Power's real motivation in building the
5 line from Vernon to Sunny Hills was to justify an intrusion into the area
6 historically served by Gulf Coast.

7 **Q. WHAT WAS THE NEXT DEVELOPMENT IN REGARDS TO THE**
8 **TARIFF PROVISIONS?**

9 B. Please recall now the Bay County water pumping station which Gulf Power had
10 served in 1963 and the Sunny Hills development which they served in spring,
11 1971. Gulf Coast had been able to propose rates substantially equal to those of
12 Gulf Power at Sunny Hills and lower by thousands of dollars per month at the Bay
13 water pumping station.

14 Gulf Power decided to make a substantial increase in the cost of power sold to
15 Gulf Coast. Details are illustrated by a memo to Gulf Coast Electric
16 Cooperative's Board of Trustees from Gulf Coast Manager C. E. "Ray" Roberts
17 and dated December 2, 1971 or about nine months after the Sunny Hills incident.

18 A copy of this 9 page memo is attached as Exhibit (AWG-19). The request for
19 increase was analyzed to be \$214,508.02 per year or 81.23% of their current
20 wholesale cost.

21 The rate increase request was made to the Federal Power Commission about
22 12/1/71 and led to the FERC Electric Tariff dated June 15, 1972. These pages of

1 paragraph 14 are attached to the direct testimony of William C. Weintritt as
2 Exhibit (WCW-4). To my knowledge this was the first time that any applicable
3 tariff had addressed the demand characteristics of a new load when considering
4 the retail service by Gulf Power or Gulf Coast.

5 In all events, the resulting increase in wholesale rates and the provisions for
6 service to any load of substantial capacity left Gulf Coast in a non-competitive
7 position.

8 **Q. FOR WHAT PERIOD OF TIME DID THIS CONDITION EXIST?**

9 A. Even until this Florida Public Service Commission Docket 930885-EU.

10 **Q. DO YOU PERSONALLY FAVOR A TERRITORIAL BOUNDARY**
11 **DEFINED BY A LINE ON THE GROUND RATHER THAN PROVIDED**
12 **BY THE WORDED DESCRIPTION OF G. EDISON HOLLAND, JR.'S**
13 **EXHIBIT (GEH-3)?**

14 A. Yes, because the worded description of the "territorial" policy statement, Exhibit
15 (GEH-3) does not provide a boundary as such. It only provides the framework for
16 the next series of disputes to be brought before the Florida Public Service
17 Commission. The worded description contains provisions similar to those that
18 allowed Gulf Power Company to lay submarine cable across North Bay from
19 Lynn Haven to Southport; that encouraged Gulf Power to refer the Bay County
20 water pumping station load to Gulf Coast for service and then, after the Gulf
21 Coast facilities were complete and ready for service, reverse and revoke Gulf
22 Power's referral of the service location to Gulf Coast; and, that allowed Gulf

1 Power to build to Sunny Hills Development by crossing over Gulf Coast facilities
2 eighteen times, add a substation that is now loaded to about 12% of rated capacity
3 and construct miles of 115KV transmission line.

4 **Q. HOW DIFFERENTLY WOULD GULF COAST HAVE SERVED SUNNY**
5 **HILLS?**

6 A. Gulf Coast had already served the Sunny Hills vicinity since about 1950. The
7 cooperative had secured the necessary right of way, cleared the same right of
8 way, and installed all power lines sufficient to supply all load demand in the area.
9 Excessive investment of a speculative nature would have been met through line
10 conversion of the distribution facilities upon request by the adjacent developers.
11 That is the way Gulf Coast would have done it had they been allowed to do so.

12 **Q. WHAT OTHER TESTIMONY OF WILLIAM C. WEINTRITT DO YOU**
13 **TAKE EXCEPTION TO?**

14 A. Mr. Weintritt's eagerness to involve the distribution reliability of Gulf Power's
15 Eastern Districts, in their entirety as he details it upon page 6, lines 18-25 and
16 page 27, lines 1 thru 10.

17 Mr. Weintritt has carefully restricted the extent of the disputed area in Bay and
18 Washington counties to a limited and specific number of Gulf Power system
19 distribution maps.

20 The Florida Public Service Commission staff has prior to this time inquired of
21 both parties as to service reliability within the disputed area and both parties have
22 responded according to staff request.

1 Now Mr. Weintritt wishes to compare the distribution reliability of Gulf Power
2 Company's eastern districts, which contain highly concentrated and
3 municipal areas, with the total system of Gulf Coast, which is primarily low
4 density rural areas.

5 **Q. WHAT DIFFERENCE DOES THIS MAKE?**

6 A. It is more difficult to provide maintenance to a rural area and there is more
7 weather exposure, etc. The inclusion of the cities, towns and other mass develop-
8 ments contained in Gulf Power's eastern districts assures the calculation of a
9 higher basic service reliability than had these highly concentrated loads been
10 excluded because of their non rural characteristics.

11 **Q. WHAT IS YOUR CONCLUSION ON THIS MATTER?**

12 A The Florida Public Service Commission Staff utilized the correct approach and
13 questions. The service reliability for the disputed area has already been
14 established. Mr. Weintritt's inclusion of all areas in his comparison does not
15 mean Gulf Power will provide the same service reliability in a rural area that
16 it now does in a concentrated or conglomerated area.

17 **Q. DO YOU TAKE OTHER EXCEPTIONS TO MR. WEINTRITT'S DIRECT**
18 **TESTIMONY?**

19 A. Yes. On page 11 Mr. Weintritt refers to "--- flexible to meet future economic
20 conditions while offering the utilities the greatest incentives to maintain reliable
21 service at the lowest cost to the customer".

22 The proposed guidelines offer cause for the utilities to build as much system over

1 capacity as quickly as it can be accomplished in order that it overcomes the lack
2 of providing traditional electric service for decades past when it would have been
3 welcomed in the rural community.

4 **Q. WHAT PORTION OF MR. SPANGENBERG'S DIRECT TESTIMONY DO**
5 **YOU QUESTION?**

6 A. Briefly, the entirety.

7 **Q. WHY?**

8 A. I have been directly involved in territorial disputes, settlements, boundaries and
9 the resulting administration thereof approaching half a century. This is the
10 initial occasion which I have known it to be proposed that six load categories
11 with break points between infinity and zero at 50,000 KW, 10,000 KW, 50 KW
12 and 10 KW be established to define the basis for territorial lines to be drawn on
13 the ground with six sets of electrical facilities of different assumed capacities.

14 Six sets of system maps are to be drawn including only one potential load
15 category to each map, with costing applied to the facility type and capacity
16 required to serve the load category assigned to each map and then apply
17 "deminimus" costing to establish a line on the ground.

18 In layman's terms the map updating would require a once or twice per year
19 correction cycle and the subsequent filing and approval proceeding would
20 regularly require direct commission involvement.

21 **Q. IN HIS DIRECT TESTIMONY (PAGE 10, LINES 1-4, AND PAGE 6,**
22 **LINES 12-15) MR. HOLLAND ARGUES THAT THE LEAST DESIRABLE**

1 MEANS OF ESTABLISHING A TERRITORIAL BOUNDARY IS ONE
2 BASED ON THE PRESENCE OF THE EXISTING FACILITIES IN AN
3 AREA, PARTICULARLY SINGLE-PHASE DISTRIBUTION LINES.
4 MR. SPANGENBERG MAKES SOME SIMILAR ARGUMENTS. DO
5 YOU AGREE WITH THESE ASSERTIONS?

6 A. Absolutely not. In fact, I take the complete opposite view. To a great extent
7 the presence of an existing distribution network, consisting of single and multi-
8 phase distribution lines establishes the area where a utility has committed
9 itself and its resources to providing electric service. It also defines an area for
10 which the utility has planned and committed generation and transmission
11 resources to meet the load requirements.

12 Single-phase lines have everything to do with the way a traditional
13 or historic service area or presence is established. As electric service is
14 initially required in an unserved area, a utility usually initially extends
15 single-phase primary lines to serve sparsely located residences, farms, hunting
16 camps, miscellaneous related loads, etc. As the area develops and more homes
17 and other loads appear, commercial load develops to meet the needs of the
18 growing population in the area. Eventually, schools, churches, and other
19 public buildings are needed and appear, and eventually industries may locate
20 in the area to take advantage of the local workforce and other resources. As
21 the area develops in this ways the electric service requirements increase and
22 the utility begins to convert single-phase lines to multi-phase lines, increase

1 conductor sizes of existing lines, build new substations in load centers, etc.
2 Transmission and generating capacity must also be increased and the
3 expected loads of the developing area are used by the utility
4 to plan the transmission and generation facilities and to make
5 the commitments necessary to assure that adequate transmission and
6 generation is available when needed. Thus, the initially sparsely settled area
7 that only initially required single-phase service eventually evolves into one
8 that requires a more sophisticated system of single and multi-phase lines,
9 substations, relation transmission lines, and additional generating capacity.
10 Once a utility has established a network of distribution service facilities in
11 an area, even if the network consists initially of single-phase lines, the
12 commitment of the utility has been established. Because of the necessity for
13 the utility to continuously plan for the growing service needs and facilities
14 upgrade when needed, another utility should not be allowed to intrude upon the
15 area to serve the choice and higher density loads and thereby uneconomically
16 duplicate the facilities of the original utility supplier in the area which could more
17 economically expand its distribution facilities, if necessary, to serve the
18 growing load, and thus utilize the transmission and generation facilities
19 it has built or committed to, in order to meet the needs of the area.

20 **Q. WHY DO YOU THINK GULF POWER WOULD TAKE THE**
21 **OPPOSITE APPROACH?**

22 **A.** In my opinion, Gulf Power would take this same approach if another utility

1 were attempting to intrude upon Gulf Power's high density areas around
2 Panama City, Pensacola, etc. In the areas in question in this proceeding,
3 though, Gulf Power does not have a traditional and historic presence in
4 large parts of the areas in question. Gulf Power knows, though, that Gulf
5 Coast has been serving large portions of the so-called "disputed areas"
6 through facilities that require, based on the load and prudent planning
7 practices, only single-phase lines or a mixture of single-phase and multi-phase
8 lines. Gulf Power knows that these extend over large portions of south
9 Washington and Bay Counties and probably also recognizes that the historic
10 service area argument presented by Mr. Daniel, on behalf of Gulf Coast in his
11 direct testimony, is a powerful one. Gulf Power must, of necessity, argue against
12 the presence of existing facilities and particularly single-phase lines, in its efforts
13 to garner a larger service area in south Washington and Bay Counties.
14 Their arguments are not sound though, and the Commission should place
15 heavy emphasis on the presence of existing facilities, and the commitments
16 behind them in establishing a territorial boundary between Gulf Power and
17 Gulf Coast.

18 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

19 **A.** Yes sir, it does.

1 **MR. HASWELL:** In the interest of time we
2 will waive any summary and tender the witness for
3 cross examination.

4 **CHAIRMAN JOHNSON:** Thank you. Any cross?

5 **CROSS EXAMINATION**

6 **BY MR. CRESSE:**

7 **Q** Good afternoon, Mr. Gordon, how are you
8 today, sir?

9 **A** I'm fine, sir.

10 **Q** Mr. Gordon, is there anyplace that you could
11 go in Washington or Bay County and observe the
12 facilities there and determine from your observation
13 who can extend service to a given geographic site at
14 least cost, do you recall, you or Gulf Power?

15 **A** Would you repeat your question?

16 **MR. CRESSE:** Can I go to the map?

17 **MR. HASWELL:** Objection to the question and
18 going to the map would be beyond the scope of his
19 rebuttal. Mr. Gordon's rebuttal is directed to
20 Mr. Weintritt's territorial guidelines to the
21 reliability comparison of Mr. Weintritt to
22 Mr. Spangenberg's multiple load category. And,
23 finally, that single-phase and multiphase lines do not
24 establish a territorial or historical service area.
25 None of these exhibits refer to the territorial map he

1 previously filed, or addresses the question that
2 Mr. Cresse just asked.

3 **MR. CRESSE:** The purpose of the question was
4 to determine the difference between Gulf Coast's
5 position, Mr. Gordon's position, in terms of least
6 cost to serve.

7 Mr. Gordon's position is that least cost to
8 serve is not a factor that he has considered in
9 drawing lines. I wanted to ask him if he could
10 determine, if he visited a site, who could serve a
11 specific site at least incremental cost. That's all I
12 was going to ask and follow up that with some other
13 relevant --

14 **MR. HASWELL:** Mr. Cresse, maybe I'm slow.
15 Could you point me in his rebuttal testimony where he
16 refers to least cost of service?

17 **MR. CRESSE:** No, that's the point. That's
18 the disagreement between Gulf Coast and Gulf Power is
19 that Gulf Power believes in least cost principles
20 which have been adopted by this Commission and
21 reflected in every territorial dispute resolution that
22 you have had to my knowledge. They don't believe in
23 that principle. They believe in six factors which
24 contained in his testimony --

25 **MR. FLOYD:** Mr. Cresse is testifying.

1 **MR. CRESSE:** Between us and them -- if I may
2 finish without being interrupted one more time. I'm
3 through.

4 **MR. HASWELL:** The purpose of cross
5 examination is to cross examine the statements made by
6 the witness in his rebuttal testimony. Mr. Cresse had
7 an opportunity to cross him on cost of service in his
8 direct; waiting in his rebuttal to do that when
9 Mr. Gordon did not address the least cost of service
10 extension.

11 **CHAIRMAN JOHNSON:** Mr. Cresse, is there
12 something you could point to in the rebuttal testimony
13 that --

14 **MR. CRESSE:** Commissioner, I'm having a
15 little trouble hearing you.

16 **CHAIRMAN JOHNSON:** I'm not close enough to
17 the mike. Is there something you could point to in
18 the prefiled rebuttal?

19 **MR. CRESSE:** Yes, ma'am. On Page 16,
20 Line 10, he's asked the question "Do you personally
21 favor territorial boundary defined by a line on the
22 ground rather than provided by the worded description
23 of G. Edison Holland, Jr.'s Exhibit GEH-3?"
24 Mr. Holland's exhibit refers to least cost of plant.
25 And I was also going to ask him a question about

1 GEH-4, which he did not address. And unless they want
2 to stipulate that they support GEH-4, I'd like to find
3 out how their feeling is about that.

4 CHAIRMAN JOHNSON: I'm sorry, you said one
5 of the exhibits, which exhibit?

6 MR. CRESSE: To Mr. Holland's testimony
7 which they are asking the question of this witness on
8 Page 16 of his testimony.

9 CHAIRMAN JOHNSON: And you said his
10 testimony referred to an exhibit that --

11 MR. CRESSE: That Mr. Holland produced, yes,
12 ma'am.

13 CHAIRMAN JOHNSON: That discusses least cost
14 principles. That discussed least cost principles,
15 Mr. Holland's exhibit?

16 MR. CRESSE: Yes, ma'am.

17 CHAIRMAN JOHNSON: I'm going to allow you
18 some latitude there and allow the question.

19 MR. CRESSE: Thank you.

20 Q (By Mr. Cresse) Mr. Gordon, do you believe
21 that there's any geographic area in Washington or Bay
22 County where you could not determine who could provide
23 service at least incremental cost?

24 A There may be such areas where I could not
25 determine it. There may take some sort of

1 consideration as to specific loads, et cetera.

2 Q But given that data you could make that
3 determination; is that correct?

4 A Pretty well, sir.

5 Q As a matter of fact, well-trained electrical
6 engineers, both visiting the site, could probably
7 agree upon who could provide service to that given
8 site, at least incremental cost; is that true?

9 A Again, depending upon the substation
10 location and the facilities up to that point and the
11 measurement.

12 Q To your knowledge, has any state Commission
13 or legislative body used the six factors you
14 considered in drawing boundary lines for their purpose
15 of resolving territorial disputes?

16 A The question is has the Commissioners done
17 it?

18 Q Has any Commission or state legislative body
19 used those factors?

20 A I do not know, sir. I have taken part in
21 the drawing of negotiated lines where these were used.

22 Q On Page 16 of your testimony you were asked
23 to review GEH-3 which is information attached to
24 Mr. Holland's testimony, his exhibit.

25 If I handed you -- did you have an

1 opportunity to review Mr. Holland's Exhibit GEH-4?

2 **A** I at least had the opportunity, sir. I
3 don't specifically recall the review of it. Thank
4 you. (Hands document to witness.)

5 **MR. CRESSE:** Commissioners, I'm handing him
6 a copy of GEH-4. (Pause)

7 **A** Yes, sir, I've read it.

8 **Q** **(By Mr. Cresse)** Would that policy, if
9 adopted, assure that least cost service would be
10 provided by each -- excuse me, let me back up.

11 Would that policy, if adopted, provide
12 reasonable assurances that least cost policy would be
13 implemented between Gulf Coast and Gulf Power if it
14 was adopted by Gulf Coast and Gulf Power?

15 **A** If it was adopted by Gulf Coast and Gulf
16 Power I go back, that the worded description just lays
17 the foundation for the next round of disputes.

18 **Q** The next round of disputes if this policy
19 was adopted would be submitted to the Staff for
20 mediation; is that correct?

21 **A** That is correct. At perhaps a greater
22 number than what they have been in the past.

23 **Q** If it resulted in -- if there were a greater
24 number of disputes, but if the results of a greater
25 number of disputes was less cost to provide service in

1 the disputed area, would that not be in the best
2 interest of the consumers?

3 A Not necessarily.

4 Q Why?

5 A The less cost to the consumer, the less cost
6 for that service does not take into consideration
7 anything that has been plowed in, so to speak, in the
8 beginning, in the planning, the location, the
9 acquisition of right-of-way, etcetera, that it took to
10 implant electrical facilities on either part out into
11 this territory.

12 Q Well, we wouldn't be arguing about
13 territory, we'd be arguing about who could extend
14 service to the requesting customer, would we not?

15 A That is correct.

16 Q And that would be based upon the incremental
17 cost to each utility, would it not?

18 A If you take that as the sole measure as who
19 should serve, yes, sir, it would be exactly what it
20 would do.

21 Q And has not the Commission considered that
22 the primary factor that should be considered in
23 resolving territorial disputes historically?

24 A I don't speak for the Commission, sir. I
25 have seen the Commission make some decisions in both

1 directions.

2 **Q** Could you give me an example of a decision
3 in the direction of not supporting least cost
4 alternatives?

5 **A** Not offhand sir.

6 **MR. CRESSE:** No further questions.

7 **MS. JOHNSON:** No questions.

8 **CHAIRMAN JOHNSON:** Commissioners? Redirect?

9 **MR. HASWELL:** No redirect. We'd move AWG-9
10 through 19.

11 **CHAIRMAN JOHNSON:** Show Exhibit 18, which
12 was a composite exhibit admitted without objection.

13 (Exhibit 18 received in evidence.)

14 **CHAIRMAN JOHNSON:** Counsel, any other
15 matters? Any closing matters?

16 **MS. JOHNSON:** Chairman Johnson, yes. I just
17 wanted to bring to your attention again that there was
18 some discussion this morning regarding the Commission
19 going out to the disputed areas to view the facilities
20 that are located there.

21 It's my understanding in discussions with
22 Mr. Stone that he would like to meet with Staff this
23 afternoon, perhaps, or sometime following the hearing.
24 I have not yet spoken with counsel from Gulf Coast,
25 but it's our intention to get together shortly as

1 quickly as possible.

2 The only other matter that I wanted to bring
3 to your attention that under the current schedule the
4 transcripts are due May 14th. Briefs are due June
5 11th and the Staff recommendation will be due July
6 17th. Those dates may be impacted by any view that
7 the Commission may take of the facilities. I'm not
8 aware of any other matters. Excuse me. (Pause)

9 Chairman Johnson, Ms. Brown brought to my
10 attention the fact that because the procedures have
11 not yet been finalized for the view and any additional
12 testimony that may be permitted following that view,
13 that the Commission may choose to not adjourn the
14 proceedings today but simply take a recess.

15 **CHAIRMAN JOHNSON:** So we should take a
16 recess until after we've done the actual viewing?

17 **MS. JOHNSON:** That's one possibility. I'll
18 let Ms. Brown speak to this.

19 **MS. BROWN:** Excuse me, Chairman Johnson, I'm
20 sorry. It just occurs to me that we might have a
21 little bit of a procedural bollix. If you adjourn the
22 hearing and close the hearing, then usually we close
23 the record at that time, and I was concerned that if
24 you go to view the site, you might have questions that
25 you would then want to ask of the parties when you

1 returned. So I was trying to think of a way to
2 accommodate that.

3 And either -- maybe the parties have some
4 suggestions. I hate to bring it up. It's kind of a
5 silly thing, but so that we don't get into a situation
6 of having to reopen the record and all of that, I
7 would suggest that you just postpone it -- I don't
8 know, adjourn until you can view, and then determine
9 whether you want to come back. I know there are two
10 more days that are set aside this week perhaps.

11 Could we perhaps adjourn or just take a
12 short break for like ten minutes to discuss this with
13 the parties on what they think would be best?

14 **CHAIRMAN JOHNSON:** You need that time?
15 That's fine.

16 **MS. BROWN:** I think we might. I think we
17 have a couple more things that need to be worked out
18 procedurally.

19 **CHAIRMAN JOHNSON:** Let's take a ten-minute
20 break.

21 **MR. STONE:** May I ask one question before we
22 take that break? It was not my impression that you
23 intended to take this view this week, that that was
24 something we would be looking for a time on your
25 calendar to do, and so I just want to make sure I had

1 the correct assumption that we weren't talking about
2 trying to schedule a view tomorrow or Friday.

3 **CHAIRMAN JOHNSON:** I think you have the
4 right assumption.

5 **MR. STONE:** Okay. Thank you.

6 **CHAIRMAN JOHNSON:** Ten minutes.

7 **MS. BROWN:** Yes, please.

8 (Brief recess taken.)

9 **CHAIRMAN JOHNSON:** We're going to go back on
10 the record.

11 Counsel, do you have any more information of
12 actually going out to the site?

13 **MS. BROWN:** Chairman Johnson, I think I
14 have.

15 Chairman Johnson, we had a brief discussion
16 with the parties. We have agreed that it might work
17 if the Commission recesses the hearing for the time
18 that it's going to take, undetermined at this point,
19 for you to view the area, and then determine whether
20 or not you want to reconvene the hearing to ask
21 additional questions on what you've seen.

22 We're still working with the parties to
23 figure out scheduling for the view. It looks like we
24 have a bit of a problem. It would be convenient for
25 the Commission it looks like to conduct the view a

1 week from Friday, but Gulf Power has indicated they
2 have some scheduling problems with that. I haven't
3 spoken to Gulf Coast on that.

4 **COMMISSIONER CLARK:** I also don't think
5 it's -- it may not be acceptable to me. I'm trying to
6 plan a trip to Washington to talk to the NARUC and
7 meet some people, so.

8 **CHAIRMAN JOHNSON:** We'll work through the
9 schedules.

10 **MS. BROWN:** It may not be until the first
11 part of June that it's possible to do that.

12 The other thing we agreed was that the
13 schedule for the transcripts would proceed on the
14 established schedule so that the parties would have
15 the opportunity to review them and prepare their
16 briefs and not be held up on that.

17 **CHAIRMAN JOHNSON:** Okay.

18 **MR. STONE:** But we also, I believe, agreed
19 that the briefs would be held in abeyance pending the
20 view and any possible reconvening of this proceeding
21 for further questions.

22 **MS. BROWN:** If necessary.

23 **CHAIRMAN JOHNSON:** If necessary. Mr. Floyd,
24 did you have anything?

25 **MR. FLOYD:** No.

1 **CHAIRMAN JOHNSON:** So we will recess
2 until -- now, if we do the actual visit and there are
3 no questions and there's not a need to reconvene, can
4 we take care of that administratively closing the
5 record?

6 **MS. BROWN:** We didn't discuss that, but it
7 appears to me that that would work. Either
8 administratively issue an order to close the record or
9 have the Prehearing Officer issue an order making that
10 statement.

11 **MR. STONE:** We concur.

12 **MR. FLOYD:** We agree with that. We could
13 just stipulate to that. In the event that that
14 occurs, we could stipulate that you enter the
15 administrative order.

16 **CHAIRMAN JOHNSON:** Okay. We'll show the
17 hearing in recess and the parties will -- or Staff
18 will coordinate with the Commission to determine a
19 date that is available for the parties and all of the
20 Commission to actually conduct the visit to the
21 territory.

22 **MS. BROWN:** All right.

23 **CHAIRMAN JOHNSON:** Is that it?

24 **MS. BROWN:** Yes.

25 **CHAIRMAN JOHNSON:** Then we will recess. Any

1 other matters? Is that it?

2 MR. STONE: Thank you.

3 MR. FLOYD: Thank you.

4 MR. HASWELL: Thank you.

5 CHAIRMAN JOHNSON: Thank you very much.

6 (Therepon, the hearing was recessed at

7 3:25 p.m.)

8 - - - - -

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 STATE OF FLORIDA)
2 COUNTY OF LEON)

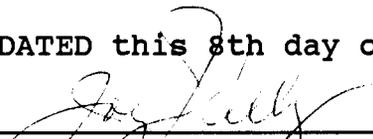
CERTIFICATE OF REPORTERS

3 We, JOY KELLY, CSR, RPR, Chief, Bureau of
4 Reporting ROWENA NASH and RUTHE POTAMI, CSR, RPR
5 Official Commission Reporters,

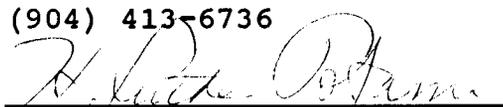
6 DO HEREBY CERTIFY that the Hearing in Docket
7 No. 930885-EU was heard by the Florida Public Service
8 Commission at the time and place herein stated; it is
9 further

10 CERTIFIED that we stenographically reported
11 the said proceedings; that the same has been
12 transcribed under our direct supervision; and that
13 this transcript, consisting of 707 pages, inclusive of
14 Volumes 1 through 5, constitutes a true transcription
15 of our notes of said proceedings and the insertion of
16 the prescribed prefiled testimony of the witnesses.

17 DATED this 8th day of May, 1997.

18 
19 _____
20 JOY KELLY, CSR, RPR
21 Chief, Bureau of Reporting
22 (904) 413-6732

23 
24 _____
25 ROWENA NASH
26 Official Commission Reporter
27 (904) 413-6736

28 
29 _____
30 H. RUTHE POTAMI, CSR, RPR
31 Official Commission Reporter
32 (904) 413-6732