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Public Service Commission

July 19, 2019

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Clay Electric Cooperative
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STAFF'S FIRST DATA REQUEST
Via e-mail

W. James Gooding, III, Esq.
City of Ocala
1531 SE 36th Avenue
Ocala, FL 34471
jgooding@ocalalaw.com

Re: Docket No. 20190137-EU: Joint Petition of Clay Electric Cooperative and the City of Ocala, Florida for Approval of a Territorial Agreement in Marion County.

Dear Mr. Fabiani, II and Mr. Gooding, III:

By this letter, Commission staff requests that Clay Electric Cooperative and the City of Ocala Utilities provide responses to the following data requests:

1. Paragraph 5 of the petition refers to Exhibit A depicting modified territorial boundaries (pages 11 and 12 of the submittal). Please provide clearly defined, legible service area maps.
2. Paragraph 5 of the petition states that this proposed amendment will not change the duration or renewal terms of the Agreement. What is the expiration date of the current Agreement?
3. Please state the specific reason(s) for this proposed amendment of the Clay Electric Cooperative, Inc. (CEC) and City of Ocala Electric Utility (Ocala) territorial agreement.
4. Paragraph 6 of the petition states that the customer transfers will be completed within 36 months of the effective date of the agreement. Please explain the steps of the transfer process and the reasons for the 36-month transfer time frame.

5. Paragraph 7 of the joint petition states that 30 customers will be transferred from CEC to Ocala and five (5) customers will be transferred from Ocala to CEC. Please explain why these customers are being transferred.
6. Will any CEC facilities be transferred or purchased by Ocala in order to serve the 30 transitioning customers? If yes, please explain which type of facilities will be transferred or purchased and their associated transfer or purchase costs. If no facilities are transferred or purchased, does Ocala currently have the capacity and ability to reliably serve the additional customers without negatively impacting Ocala's existing customer base?
7. Will any Ocala facilities be transferred or purchased by CEC in order to serve the 5 transitioning customers? If yes, please explain which type of facilities will be transferred or purchased and their associated transfer or purchase costs. If no facilities are transferred or purchased, does CEC currently have the capacity and ability to reliably serve the additional customers without negatively impacting CEC's existing customer base?
8. What is the cost of connecting the new accounts to the electric system for CEC and for Ocala?
9. Paragraph 7 of the petition states that if any negative responses to the customer notifications are received, they will be provided to the Commission as a supplemental filing. Since the joint filing of the petition on July 2, 2019, have the petitioners received any negative responses? If yes, please provide them to the Commission as part of this data request.
10. Please list the differences, if any, between the current and the proposed territorial agreement.
11. What is the degree of customer acceptance level of this proposed agreement and customer transfer? Please provide a list indicating the number in favor of and the number opposed to the transfer.
12. Section 2.5 of the Agreement (on page 4) states that either party could provide bulk power to wholesale customers for resale regardless of where the customers are located. Can Section 2.5 be interpreted that this provision allows for bulk power sales to extra territorial customers per Section 2.5? Please explain.
13. The customer notification letter from CEC to its customers transferring to Ocala (on page 28 of the petition) is dated November 2016. Page 1 of the Agreement indicates that the Agreement was entered into on July 26, 2018. Please state why the customer notifications were mailed almost two years prior to the agreement being signed.

14. Please provide copies of each utility's most recent customer notification letter indicating estimated bill comparisons for residential and general service commercial customers.
15. Please provide a comparison of current rates for both CEC and Ocala at representative consumptions for residential and general service commercial classes.
16. When the 30 CEC customers are transferred to Ocala, will those customers be billed pursuant to Ocala's approved tariffs? Do you anticipate a special or temporary rate for the 30 transferred customers? Please discuss.
17. When five Ocala customers are transferred to CEC, will those customers be billed pursuant to CEC's approved tariffs? Do you anticipate a special or temporary rate for the five transferred customers? Please discuss.
18. Commission records indicate that the joint petitioners' original territorial agreement with a duration period of 25 years (Consummating Order No. 17080 in Docket No. 19860658) expired on January 7, 2012. Please discuss if the joint petitioners renewed the agreement since 2012 and if not, how the agreement was honored by the two utilities.

Please file all responses electronically no later than August 2, 2019, via the Commission's website at www.floridapsc.com by selecting the Clerk's Office tab and Electronic Filing Web Form. Please contact me at sguffey@psc.state.fl.us or at 850.413.6204 if you have any questions.

Sincerely,

/s/Sevini Guffey
Sevini Guffey
Public Utility Analyst II

cc: Office of the Commission Clerk