

FLORIDA UTILITIES COORDINATING COMMITTEE
MEETING OF SUB-COMMITTEE
January 25, 1946
Tampa, Fla.

Meeting of Sub-Committee of Florida Utilities Coordinating Committee to discuss coordination of State Road Department building program with facilities of wire using companies and other utilities.

Those Present were:

Mr. P. D. Burkett, Peninsular Telephone Company
Mr. B. N. Darlington, Peninsular Telephone Company
Mr. R. S. Davis, Florida Power and Light Company
Mr. E. M. Menendez, Southeastern Telephone Company
Mr. K. H. Williams, Inter County Telephone Company
Mr. Charles Doll, State Road Department, Bartow
Mr. C. J. DeCamus, State Road Department
Mr. Paul Fusillo, State Road Department, Clearwater

The meeting was called to order at 10:00 A. M.

In opening the meeting, Chairman Menendez gave a brief history and outline of the purpose and aims of the Florida State Utilities Coordination Committee, relating briefly some of the good work done through the Committee since its organization. He further stated that in view of the large expansion program planned by the Road Department and the many coordinating problems that were anticipated thereby, a sub-committee was appointed to review with the Road Department, past conflicts and difficulties arising from road construction companies not giving proper consideration of the facilities of utility companies. The chief conflict has to do with road widening and reconstruction and it was his belief that problems of this kind could be solved by a little closer coordination of all parties concerned.

Mr. Davis brought out that telephone companies had more rights than power companies to occupy State Highway right-of-way but it would be advantageous to all concerned if some agreement could be worked out in order that road work could be coordinated with moves required of pole lines owned by Power Companies too. Since the power lines are frequently on purchased right-of-way that may not appear on the records nor be obvious in the field.

Mr. Burkett felt that some recourse should be allowed when a contractor deliberately does damage to property owned by wire companies and especially after pole lines had been moved to the agreed location.

Mr. DeCamps said that the Road Department did allow poles to be set one half the length of the crossarm within their right-of-way and such deliberate destruction of property should be reported to the State Road Department.

Chairman Menendez inserted here that this was a two-way meeting and that anything the Road Department had to talk about to the wire companies should be discussed also.

Mr. Burkett said that there was no particular trouble with the Road Department itself, but the trouble had been with the contractors awarded the job.

Mr. Menendez cited a case that had to do with the Road Department construction of a storm sewer. His lines were in danger of being undermined and he appealed to the engineer in charge for help, whereupon the engineer showed him a clause in the contract holding the contractor liable for property damage.

Mr. DeCamps said he saw no reason why contractors should not be responsible for any damage done by them. Such damage should be referred to the State Road Department. The contractor in the case of road widening is required to move all fences back to the right-of-way line, and leave them in as good shape as they were before the move. Any damage to the fences from improper handling is paid by the contractor. However, notification to owners of road widening or other Dept. work affecting their properties should be the responsibility of the Road Department. Closer coordination of all work would be a great factor in overcoming damage and misunderstanding.

Mr. Davis asked where the responsibility rested for notifying wire users about the commencement of work on the contracts let by the Road Department.

Mr. Williams brought up here that contractors had told him that it was cheaper to tear down a pole line, and pay the damages in some instances than to try to avoid the property and thus take longer to do the job. Mr. DeCamps said he believed this attitude of ignorance comes from construction superintendents who have no knowledge of the intangible damage such as loss of toll and other revenue and possible damage to good will and public relations. Things hard to evaluate in dollars, but none-the-less a real damage to communication and power companies.

Mr. DeCamps felt sure that employees of the Department were more than anxious to save the companies embarrassment and expense. He said it would be rather hard to investigate every potential case of such trouble, but since the Department had its divisions it was more or less the responsibility of the division heads

to look after such things. And the Road Department should not tell a company to move its property indiscriminately without first studying conditions involved. Mr. DeCamps said he could see no reason why road contracts could not have clauses in them requiring contractors to exercise due and reasonable caution respecting damage to wire companies plant. (This clause in Specifications Art. 7.10 Pages 23 and 24).

Very often the Road Department will change its mind about certain projects even after right-of-way had been secured. New road plans are filed with the County Commissioners showing what will be required from a right-of-way standpoint and these plans cannot be readily changed. These plans are filed with the County then the County signs contract with the Road Department to acquire the right-of-way. Road Department then makes survey showing ownership and other particulars involved in the acquisition of the necessary right-of-way. At this point all utilities involved could be given notice where their facilities are involved and could prepare to coordinate such moves or rebuilds as deemed necessary.

Mr. Darlington requested that some points should be cleared up regarding the term selective clearing and just what the telephone or power companies would be required to do in the way of clearing in this area. He felt that since a clear right-of-way was being given up for one which would have to be cleaned the contractor or Road Department should make some adjustment for this work. It was made more difficult to secure the necessary clearance in this area because the inhabitants along the highway were told by the Road Department or contractors that the trees on the selective area would not be molested.

Mr. DeCamps said that he was fully aware of the situation and did not see why some understanding could not be reached regarding this selective clearing area. Wire companies should not have to discuss right-of-way permission with people along the highway in matters involving the State's right-of-way and he would make every effort to have something to report on this soon.

Mr. Williams voiced the feeling of all when he asked Mr. DeCamps that someone from the Road Department be assigned to meet with the State Utilities Coordinating Committee. In this way all utilities could coordinate their work and have better understanding of each other's problems.

Red Davis veered slightly from the business at hand at this point, and retold some old jokes which had been suffered through so many times by Williams and Darlington. Lucky for him there were some there who had not heard them more than six times before.

It was agreed by all that this had been a most profitable meeting, and Chairman Menendez thanked all present for their cooperation in making it successful.

The meeting adjourned at 11:55 A.M.