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February 16, 2001

By Hand Delivery

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, FL 32399-0850

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RECORDS AND REPORTING

Re: Docket No.000061-EI

Dear Ms. Bayo:

Enclosed for filing on behalf of Allied/CFI is the original and fifteen copies of Allied/CFI's Response to Tampa Electric Company's Motion for Approval of Offer of Settlement.

Please acknowledge these filings by date stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,

John R. Ellis
John R. Ellis

JRE/sy

Enclosures

cc: Parties of Record

- APP _____
- CAF _____
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Allied Universal Corporation and Chemical Formulators, Inc. against Tampa Electric Company for violation of Sections 366.03, 366.06(2) and 366.07, Florida Statutes, with respect to rates offered under Commercial/Industrial Service Rider tariff; petition to examine and inspect confidential information; and request for expedited relief.

Docket No. 000061-EI

Filed: February 16, 2001

ALLIED/CFI'S RESPONSE TO TAMPA ELECTRIC COMPANY'S MOTION FOR APPROVAL OF OFFER OF SETTLEMENT

Allied Universal Corporation ("Allied") and its affiliate, Chemical Formulators, Inc. ("CFI"), hereinafter referred to collectively as "Allied/CFI," by and through their undersigned counsel, submit their response to the document filed by Tampa Electric Company ("TECO") on February 15, 2001, entitled "Tampa Electric Company's Motion for Approval of Offer of Settlement" (hereinafter "TECO's settlement offer"); and state:

- 1. Allied/CFI objects to TECO's settlement offer and its recitals on the grounds that: (1) it is an offer of compromise which is prohibited by Section 90.408, Evidence Code, from being introduced to prove liability or the absence of liability on a claim; (2) the offer is replete with mischaracterizations of fact and self-serving argument; and (3) Rule 28-108.204, Florida Rules of Administrative Procedure, does not authorize a party to attempt to introduce evidence of an offer to compromise by simply styling the offer as a "motion."

2. Without waiver of these objections, Allied/CFI agrees that the Commission may resolve this proceeding on the terms stated at numbered paragraph one of page two of TECO's settlement offer, with one modification as follows:

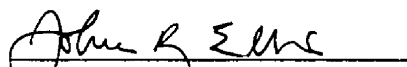
As of the date that Allied/CFI's new bleach manufacturing facility goes into commercial operation, Allied/CFI shall receive electric service from Tampa Electric for the new facility at the same rate and on the same terms and conditions as those ~~then in effect~~ stated in Odyssey's Contract Service Agreement for service to Odyssey's comparable facility in Tampa Electric's service territory, provided that Allied/CFI commences commercial operation at this proposed new facility, at a location within Tampa Electric's service territory, with 24 months of the Commission order approving this Offer of Settlement.

3. Allied/CFI rejects each of the additional terms stated in numbered paragraph two at page three of TECO's settlement offer, which request *inter alia* that the Commission make certain findings of fact and reach certain conclusions of law. The additional terms apparently are intended to insulate TECO, and possibly others, from liability for the damages caused to Allied/CFI by the refusal to have offered the above-stated rates, terms and conditions when Allied/CFI first requested them: (1) from May of 1999 through October of 1999, when Allied/CFI attempted to negotiate CISR tariff rates with TECO; and (2) in January of 2000, when Allied/CFI provided TECO with a copy of the Complaint before it was filed in this proceeding.

WHEREFORE, Allied CFI requests, in the alternative: (1) that the Commission direct TECO to provide electric service to Allied/CFI's proposed new bleach manufacturing facility at the same rate and on the same terms and conditions as those stated in Odyssey's Contract Service Agreement, provided that Allied/CFI commences commercial operation at this proposed new facility at a

location within Tampa Electric's service territory within 24 months of the Commission order approving this Offer of Settlement; or (2) insofar as TECO's settlement offer may be treated as a motion, that the motion be denied.

Respectfully submitted,



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AMENDED CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Allied/CFI's Motion for Protective Order as to Deposition of Robert M. Namoff was furnished by U. S. Mail, or by hand delivery(*), or telecopier (**), to the following this 16th day of February 2001:

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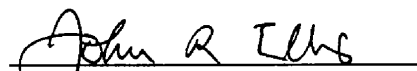
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