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ORIGINAL

October 5, 2001

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COMMISSION
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Ms. Blanca S. Bayo, Director
Division of Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Fuel and Purchased Power Cost Recovery Clause with Generating Performance
Incentive Factor; FPSC Docket No. 010001-EI

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and ten (10) copies of Tampa
Electric Company's Response in Opposition to FIPUG's Third Motion to Compel Tampa
Electric to Respond to Discovery.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this
letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

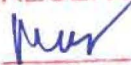

James D. Beasley

JDB/pp

Enclosures

cc: All parties of record (w/enc.)

APP
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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12712 OCT-5 01

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased)
Power Cost Recovery Clause)
and Generating Performance)
Incentive Factor.)
_____)

DOCKET NO. 010001-EI
FILED: October 5, 2001

**TAMPA ELECTRIC COMPANY'S RESPONSE IN OPPOSITION
TO FIPUG'S THIRD MOTION TO COMPEL
TAMPA ELECTRIC TO RESPOND TO DISCOVERY**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Rule 28-106.206, Florida Administrative Code, replies as follows to the October 1, 2001 Third Motion to Compel Discovery filed on behalf of the Florida Industrial Power Users Group ("FIPUG"):

Introduction

1. FIPUG's Third Motion to Compel ("Motion") launches a caustic personal attack on Tampa Electric that unjustly accuses the company and its lawyers of trying to delay FIPUG's case preparation. Nothing could be farther from the truth. As will be demonstrated below Tampa Electric has gone out of its way to comply with FIPUG's exhaustive discovery demands, has limited its objections to only those situations that are essential for the protection of Tampa Electric and its customers and has even been proactive in getting confidential information into the hands of FIPUG's lawyers and consultants prior to the disposition of pending motions for protective orders. The tenor of FIPUG's Motion is unfortunate, unjustified and inappropriate.

2. FIPUG devotes over 14 pages of its Motion to a lambasting of Tampa Electric before admitting on page 15 that the only discovery FIPUG claims to be unanswered by Tampa Electric consists of a single request for production of documents (which will be shown below has been answered), one interrogatory (No. 59) and two subparts of another interrogatory (No. 58).

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FPSC-COMMISSION CLERK

Despite all the emotional rhetoric in its Motion, FIPUG's specific focus is on a miniscule portion of the vast sea of detailed demands FIPUG has heaped on Tampa Electric over the last seven months and which Tampa Electric has appropriately responded to in a timely manner.

Background

3. As of this writing, FIPUG has serve Tampa Electric with some 74 interrogatories, many with multiple subparts, and 11 requests for production of documents necessitating extensive overtime for Tampa Electric employees to prepare and requiring literally thousands of pages of information to be provided in response.

4. FIPUG filed its First Set of Interrogatories (Nos. 1-23) and Requests for Production of Documents (Nos. 1-6) on March 7, 2001. On March 16, Tampa Electric filed timely objections to Interrogatory No. 1, 4, 11(a) and (c) and 18 and Document Request Nos. 1 and 2. FIPUG moved to compel answers to those and other discovery requests Tampa Electric had answered and a hearing was conducted on May 31, 2001. Even prior to the hearing Tampa Electric engaged in informal discussions with FIPUG and the Staff. Tampa Electric agreed to respond to six of the 13 items addressed in FIPUG's Motion to Compel and also offered to respond to other FIPUG requests if they were limited in a manner that was reasonable and which would protect Tampa Electric and its customers. The company offered to provide certain confidential proprietary information for FIPUG's lawyers and consultants to review subject to FIPUG's executing an appropriate non-disclosure agreement. Tampa Electric even furnished FIPUG a proposed non-disclosure agreement on May 8, but FIPUG did not respond until the third week in August when it finally agreed to sign such an agreement.

5. At the conclusion of the May 31 hearing, the Prehearing Officer ruled that Tampa Electric should respond to Interrogatories 11(a) and (c) and should provide the name of a witness

for FIPUG to depose in connection with Interrogatory No. 7. Both of these rulings were promptly complied with. Tampa Electric made concessions both before and during the May 31 hearing and the Prehearing Officer commended both parties for such effort at the conclusion of the May 31 motion hearing. The supplemental information Tampa Electric agreed to provide both prior to and during the course of the May 31 hearing was promptly furnished to FIPUG.

6. In its July 5, 2001 order¹ the Commission noted that prior to the May 31 hearing FIPUG and Tampa Electric had informally resolved their disputes as to Interrogatories Nos. 3, 4, 5, 15 and 17 and Request for Production of Document No. 2. In addition, Request for Production No. 1 was resolved by the parties at the motion hearing, with Tampa Electric agreeing to respond to the requests within three weeks of the motion hearing based on clarifications made by FIPUG. Tampa Electric fully responded by the agreed upon date.

7. The July 5 order required Tampa Electric to answer certain of FIPUG's discovery requests by dates certain and Tampa Electric fully complied. The order granted Tampa Electric's Motion for a Protective Order with respect to certain of the information FIPUG had requested and afforded the company an opportunity to move for a protective order by a date certain if it needed the protection of a non-disclosure agreement covering information to be supplied in response to FIPUG's Interrogatory No. 11(e) and Document Request No. 3. On July 12 Tampa Electric timely filed a detailed Motion for a Protective Order addressing Interrogatory No. 11(e) and Document Request No. 3, asking that the provision of the requested information to FIPUG be conditioned on FIPUG executing an appropriate non-disclosure agreement. The motion explained in great detail how public disclosure of the information in question would be harmful to Tampa Electric and its customers, a fact the Commission has recognized on numerous

¹ Order No. PSC-01-1444-PCO-EI

prior occasions in this docket. The motion was accompanied by a supporting Affidavit, and remains pending at this time.

8. With respect to FIPUG's Second Set of Interrogatories (Nos. 24-33) and Second Production of Document (No. 7), Tampa Electric was even more self constrained and objected only to Interrogatory No. 31, pointing out that FIPUG had not disclosed who its members were or whether one or more of its members could gain a competitive advantage over Tampa Electric by having access to the confidential information sought in Interrogatory No. 31.

9. On July 20 Tampa Electric timely answered FIPUG's Second Set of Interrogatories and filed a Motion for a Protective Order relating to part (c) of Interrogatory No. 24 and Interrogatory No. 28. That Motion explained in significant detail how public disclosure of the information sought in the two interrogatories in question would significantly harm Tampa Electric and its customers. That Motion also explained how providing FIPUG's individual members with the information in question could be used to the detriment of Tampa Electric and its customers. In that Motion, Tampa Electric urged that FIPUG be required to sign a non-disclosure agreement. The company specifically requested an expedited ruling on its Motion:

. . .in an effort to allow FIPUG's counsel to have access to the information requested at the earliest possible date while at the same time protecting the competitive interests of Tampa Electric and the interests of its customers." (emphasis supplied)

The key point with respect to FIPUG's Second Set of Interrogatories and Requests for Production of Documents is that, of the 10 interrogatories and two document requests Tampa Electric only objected to one interrogatory and sought a non-disclosure agreement with regard to a second interrogatory (No. 28) and one subpart of a third interrogatory (No. 24). FIPUG filed a response to Tampa Electric's Motion for a Protective Order and the motion is currently pending.

10. FIPUG's Third Set of Interrogatories (Nos. 34-74) and Third Request for Production of Documents (Nos. 8 and 9) were served on August 21, 2001. Tampa Electric timely filed an Objection and Motion for a Protective Order only with respect to a single interrogatory (No. 59) and two subparts of a second interrogatory (No. 58), explaining that providing the requested information to FIPUG would give highly competitive information to the very parties who could find it useful in competing with Tampa Electric's affiliates for the provision of goods and services. That is less than two interrogatories out of some 40 interrogatories contained in FIPUG's third set, many of which had subparts and most of which called for multiple years' worth of information and the review of thousands of pages of reports and related documents. Tampa Electric timely responded to the remaining interrogatories and document requests in FIPUG's third set.

11. FIPUG received Tampa Electric's Objection and Motion for a Protective Order by hand delivery on August 31, 2001 and waited until October 1 to file a motion to compel.

As to the ONLY Discovery FIPUG Claims is Unanswered

12. As stated earlier, FIPUG waits until page 15 of its Motion to claim that only one request for production of documents (Document Request No. 3), one interrogatory (No. 59) and two subparts of a second interrogatory (No. 58) "remain unanswered" by Tampa Electric.

13. FIPUG is flat wrong in its conclusion that Request for Production No. 3 has not been answered. That request reads as follows:

Order No. PSC-97-1273-FOF-EU, ordered that "TECO shall credit its Fuel Clause with the system incremental fuel cost associated with the FMPA and Lakeland sales. In addition, TECO shall document how the incremental fuel costs are calculated in its fuel adjustment filings."

Provide documentation used during the period that TECO sold power from generation in the TECO rate base.

14. Tampa Electric initially responded to this request by explaining how the incremental fuel cost of the FMPA sale was determined for the period January 1, 2000 through March 15, 2001, when the sale was not separated from the retail rate base.

15. In response to FIPUG's Motion to Compel with respect to Document Request No. 3, Tampa Electric stated that it had answered FIPUG's request but had no documentation beyond that which was provided.

16. At the motion hearing FIPUG indicated the desire to look at Tampa Electric's Historical Allocation Pricing ("HAP") reports. However, FIPUG objected to signing a non-disclosure agreement before reviewing these reports, even though FIPUG had been required to do so in an earlier proceeding.

17. In the Commission's July 5, 2001 order granting in part and denying in part FIPUG's Motion to Compel and granting in part and denying in part Tampa Electric's Motion for a Protective Order, Tampa Electric was offered an opportunity to file a motion for a protective order pertaining to the HAP reports if the company believed that the information contained in those reports is confidential in nature necessitating protection from public disclosure through a non-disclosure agreement. Not only believing but knowing this to be the case, and because of the extremely sensitive competitive nature of the information, Tampa Electric timely filed such a motion for protective order consistent with the requirements of the Commission's order, explaining in detail why the HAP reports are confidential and how their disclosure publicly would harm both Tampa Electric and its general body of ratepayers. FIPUG's contrary assertions notwithstanding, that motion was a serious effort on Tampa Electric's part to prevent its ratepayers from being harmed by the effect of publicly disclosing highly proprietary confidential business information concerning the competitive interests of Tampa Electric in the

wholesale power market. While FIPUG may have no concern about this harm, Tampa Electric takes it very seriously and has consistently sought to prevent it. Tampa Electric's Motion for a Protective Order included argument and an affidavit of Tampa Electric's Director of Wholesale Sales, explaining in detail the harm that could occur if the information sought by FIPUG were made public. FIPUG has offered no evidence to the contrary.

18. Tampa Electric could have simply done nothing further and simply awaited a ruling on its Motion for a Protective Order concerning its HAP reports. Instead, the company offered, (as it had on numerous occasions in this docket, as early as May 8, 2001), to voluntarily enter into a non-disclosure agreement with FIPUG. That offer went unanswered until the third week in August. On August 20, 2001, with the Motion for a Protective Order concerning the HAP reports still pending, Tampa Electric voluntarily entered into a Non-Disclosure Agreement with FIPUG which, in part, precludes FIPUG members from having access to material furnished to FIPUG's counsel and its consultants. Tampa Electric thereafter acted swiftly to accommodate FIPUG's review of the company's HAP reports as well as the company's system status reports, in response to Request for Production No. 3. The August 20 Non-Disclosure Agreement was fully intended by Tampa Electric to cover only those discovery requests FIPUG had made as of the date of the agreement. The agreement refers in the past tense to the discovery requests to which it applies. Nevertheless, Tampa Electric was quick to agree to amend the agreement to have it specifically encompass additional confidential information provided to FIPUG pursuant to a request made subsequent to the date of the agreement. As discussed below, FIPUG has been provided access to everything it has requested with the exception of one interrogatory answer and two subparts of a second interrogatory.

19. On August 23 (the date agreed to by FIPUG's counsel), Tampa Electric produced in its offices in Tampa, Florida, voluminous HAP reports and system status reports for inspection by FIPUG's counsel John McWhirter who, rather than actually reviewing all of the documents, simply requested copies of all of the HAP reports. Mr. McWhirter was asked to identify in writing which of the system status reports he desired to have copied. When Mr. McWhirter was advised on August 28, 2001 that copying the oversized computer paper HAP report forms would cost Tampa Electric some \$1,560 (a quote the company received from an outside copying service with equipment that could copy large computer paper legibly), Mr. McWhirter asked Tampa Electric's counsel if the copying could be halted immediately as the documents in question would not be necessary if it was going to cost FIPUG that much to have them copied. Mr. McWhirter's request was honored and the copying order was immediately halted through a phone call from Tallahassee to Tampa.

20. On September 6, 2001 Mr. McWhirter e-mailed a request for copies of all of the system status reports, something above and beyond the HAP reports but which had not been excepted from Mr. McWhirter's "stop the presses" request of August 28. Counsel for Tampa Electric first saw this e-mail on September 7, and immediately advised Mr. McWhirter that the system status reports would be promptly copied and would be delivered to Mr. McWhirter's office that very same day, on the afternoon of September 7, which they were, all 389 pages of them.²

21. Tampa Electric has fully and voluntarily responded to FIPUG's Production of Document Request No. 3, including FIPUG's vacillating instructions concerning the company's

² See attached copy of September 7, 2001 e-mail to Mr. McWhirter.

HAP reports and system status reports. The contrary assertions in FIPUG's third Motion to Compel are groundless, are highly inflammatory and misrepresent what actually transpired.

Interrogatory No. 58, Subparts (d) and (f)

22. In subparts (d) and (f) of Interrogatory No. 58 FIPUG asks Tampa Electric to provide any indices to which the company's coal supply contracts are tied and the monthly costs in dollars per ton of coal delivered to Tampa Electric under the coal supply contracts. FIPUG's Motion restates FIPUG's long-standing view that Tampa Electric's coal pricing should be "exposed to the sunshine." This would be directly contrary to the Commission's long-standing view that such information is proprietary confidential business information concerning bids or other contractual data, the disclosure of which would impair the efforts of Tampa Electric or its affiliates to contract for goods or services on favorable terms – the standard set forth in Section 366.093(3)(d), Florida Statutes. The Commission has also held on numerous occasions that this information relates to competitive interests, the disclosure of which would impair the competitive business of the provider of the information – the standard for confidentiality under Section 366.093(3)(e), Florida Statutes. The Commission consistently has reached this conclusion in numerous orders going back many years³.

³ See, e.g. Order Nos. 16167 issued May 29, 1986 in Docket No. 860001-EI; Order No. 18552 issued December 15, 1987 in Docket No. 870001-EI-A; Order No. 20310 issued November 16, 1988 in Docket No. 880001-EI; Order No. 21112 issued April 24, 1989 in Docket No. 890001-EI; Order No. 23942 issued December 28, 1990 in Docket No. 900001-EI; Order No. 24333 issued on April 8, 1991 in Docket No. 910001-EI; Order No. 92-0883 issued August 27, 1992 in Docket No. 920001-EI; Order No. 93-1490 issued October 13, 1993 in Docket No. 930001-EI; Order No. 94-0982 issued August 11, 1994 in Docket No. 940001-EI; Order No. 95-1081 issued August 29, 1995 in Docket No. 950001-EI; Order No. 96-0232 issued February 19, 1996 in Docket No. 960001-EU; Order No. 97-1527 issued December 4, 1997 in Docket No. 970001; Order No. 98-1663 issued December 10, 1998 in Docket No. 980001-EI; Order No. 99-1245 issued June 24, 1999 in Docket No. 990001-EI; Order No. 00-2510 issued December 28, 2000 in Docket No. 000001-EI and Order No. 01-1726 issued August 24, 2001 in Docket No. 010001-EI.

23. The foregoing holdings have been deemed necessary to protect not only Tampa Electric's ability to acquire coal at the lowest possible prices for its customers, but also to prevent harm to the competitive interests of Tampa Electric's coal transportation affiliates.

24. FIPUG restates its long-standing irresponsible position at page 13:

TECO wants its customers, who foot the coal bill, to take it on faith that the prices TECO pays its affiliates are the best prices it could get in the marketplace.

The Commission has properly rejected this position in the past. Tampa Electric's coal and coal transportation pricing are subject to serious scrutiny by the Commission. The Commission has had in place for a number of years a benchmark procedure that provides periodic determinations of whether the costs of Tampa Electric's affiliate supplied coal and coal transportation services exceed market based benchmark levels. This procedure fully protects the interests of all affected parties without publicly disclosing highly competitive cost information. FIPUG simply has presented no credible basis for the Commission to scrap its long-standing confidential treatment of Tampa Electric's coal pricing and coal transportation costs.

Interrogatory No. 59

25. Interrogatory No. 59, likewise, seeks information regarding the cost of coal purchased on the spot market. Again, FIPUG makes the irresponsible claim that this confidential information should be made public. The exact same arguments set forth above with respect to subparts (d) and (f) of Interrogatory No. 58 apply with equal force with respect to Interrogatory No 59. Tampa Electric is mystified by FIPUG's desire to make public that which would do significant harm to Tampa Electric and its general body of ratepayers.

As to FIPUG’s Alleged “Other Discovery Violations”

26. FIPUG complains that Tampa Electric served its answers to Staff’s Second Set of Interrogatories to Staff but did not serve FIPUG with a copy. Tampa Electric did furnish FIPUG with a Notice of Service of its answers to Staff’s Second Set of Interrogatories. Tampa Electric’s failure to actually deliver the answers to FIPUG was inadvertent. Upon FIPUG’s request for a copy of the answers, Tampa Electric promptly hand delivered them. There is no conspiracy, contrary to FIPUG’s Motion.

Other Pronounced Deficiencies in FIPUG’s Motion

27. There are certain other aspects of FIPUG’s Motion which are not relevant to the limited discovery FIPUG claims it has not received, but which cannot go unanswered. In paragraph 4 of its Motion FIPUG makes a number of substantive but erroneous allegations concerning Tampa Electric’s activities in the wholesale market. These statements are completely inappropriate for inclusion in FIPUG’s Motion as they have nothing to do with the limited interrogatories in dispute. Likewise, FIPUG’s self-serving statement regarding its members not being competitors of Tampa Electric is inappropriate and should be disallowed based on FIPUG’s own refusal to divulge information regarding its members that Tampa Electric has sought in its Interrogatories Nos. 3-6 and 13 and Document Requests Nos. 1, 2, 4 and 5 which inquire about wholesale marketing activities of FIPUG’s members.

28. In paragraph 13 FIPUG states: “even as to those items which TECO agreed to provide, its responses have been slow and it has required prompting from FIPUG every step of the way.” Again, Tampa Electric has not missed a single discovery deadline with the exception of a one-week extension of time within which to respond to FIPUG’s third wave of discovery – an extension that FIPUG affirmatively consented to in light of disruptions due to the September

11 tragedy and the efforts of Tampa Electric personnel in the aftermath of tropical storm Gabrielle.

29. Perhaps most egregious is FIPUG's statement at paragraph 21 to the effect that Tampa Electric has "concealed" information "to prevent FIPUG and other ratepayers from discovering business transactions which are decidedly not in the best interest of the ratepayer." This type of venomous rhetoric and unsubstantiated conclusions are irresponsible and wholly uncalled for.

30. FIPUG's Motion erroneously reargues all of the various matters asserted in FIPUG's earlier Motions to Compel, even though only one interrogatory and two subparts of another are at issue. FIPUG also uses its Motion as a vehicle for taking an unauthorized second shot at Tampa Electric's pending Motions for Protective Orders.

31. FIPUG has utterly failed to demonstrate any justification for modifying the long standing schedule in this proceeding or for rewarding FIPUG's rhetoric with a special opportunity to file supplemental testimony.

Conclusion

32. Tampa Electric has been very circumspect and conservative in its objections to FIPUG's discovery requests and has complied with all discovery deadlines articulated in the Order Establishing Procedure issued March 16, 2001, in the Prehearing Officer's partial rulings at the May 31, 2001 motion hearing and in the July 5, 2001 order granting in part and denying in part FIPUG's Motion to Compel and Tampa Electric's Motion for a Protective Order. As a consequence, the company's objections have been timely and relatively few in number and those interrogatories and document requests not objected to have been promptly furnished to FIPUG by hand delivery and often in multiple copies at the request of and as a courtesy to FIPUG.

Tampa Electric's Motions for Protective Orders have explained in detail the reasons why public disclosure of certain described information and disclosure of certain information publicly and to individual FIPUG members who compete with Tampa Electric in the open market would be very detrimental not only to Tampa Electric, but to the many customers it serves.

33. It is obvious FIPUG has issues, given the tone of its Motion. Tampa Electric does not control FIPUG's case management. The failure to ask for information in a timely manner rests with FIPUG. This ongoing docket was reestablished in early January of this year and FIPUG has had ample time to prepare its case for the hearing scheduled to convene in late November. FIPUG has spaced its discovery requests out over a seven month period, the last two of which requests were filed so late that answers will not be due until after the due date for intervenor testimony. FIPUG's issues may stem, in part, from the fact that the fully authorized and carefully detailed motions for protective orders filed by Tampa Electric remain pending. The fact that they remain pending does not mean that they somehow lack merit or that Tampa Electric should abandon or withdraw those motions, or anything else, other than the fact that they remain pending. Also pending is a Motion to Compel filed by Tampa Electric to address FIPUG's multiple objections to Tampa Electric's legitimate discovery requests. The mere fact that its Motion to Compel remains pending has not caused the company to resort to the defamatory approach FIPUG has taken in its most recent Motion. FIPUG's apparent issues may also stem from the fact that from as early as May 8, 2001 Tampa Electric has made repeated offers to enter into a non-disclosure agreement only to see FIPUG ignore those offers until the third week in August.

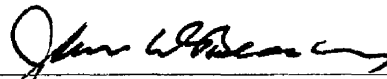
34. Whatever the reason, FIPUG's apparent issues do not justify its resort to fast and loose insults, innuendos and allegations of a plan or conspiracy to thwart FIPUG's access to

information. While the undersigned can consider the source and disregard these unwarranted allegations, FIPUG owes a genuine apology to Tampa Electric and all of its employees who have been hard at work, including nights and weekends, attempting to perform their normal jobs and at the same time provide the seemingly endless supply of information FIPUG has demanded.

WHEREFORE, Tampa Electric submits the foregoing in opposition to FIPUG's Third Motion to Compel in this proceeding and urges that all of the wholly unwarranted measures of relief requested in such Motion be denied.

DATED this 5th day of October 2001.

Respectfully submitted,



LEE L. WILLIS
JAMES D. BEASLEY
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Response in Opposition to FIPUG's Third Motion to Compel, filed on behalf of Tampa Electric Company, has been furnished by hand delivery (*) or U. S. Mail on this 5th day of October, 2001 to the following:

Mr. Wm. Cochran Keating, IV*
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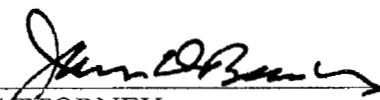
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ATTORNEY

September 7, 2001

Via: E-Mail Transmission

Mr. John W. McWhirter, Jr.
McWhirter Reeves McGlothlin Davidson
Decker Kaufman Arnold & Steen, P.A.
400 North Tampa Street, Suite 2450
Tampa, FL 33601-3350

Dear John:

I received your e-mail this morning regarding the HAP reports and the system status reports. When you and I spoke by phone on August 28, I advised that a local copying firm in Tampa had given Tampa Electric a quote of \$1,560 to copy the HAP reports Tampa Electric had produced for your inspection on August 23, 2001. At that point you stated something to the effect of "can you stop the copying-- I don't need them if they're going to be that costly." I don't recall any discussion during that phone call regarding the system status reports.

You did mention the system status reports during a break in this Tuesday's Agenda Conference and I passed your request on to Tampa Electric. I checked on that again today -- those reports are being copied and will be delivered to your office this afternoon. We will leave it to you to send the documents to whomever you desire to review them.

Your e-mail also mentioned your reducing the HAP report request to "specific ones" -- something I had not heard of until I read your e-mail. I contacted Harry Long who advises that Tampa Electric produced everything covered by your request on August 23 and that he informed you that anything else would have to be formally requested in writing. Harry said you had mentioned something regarding other documents from prior years that were not encompassed by your request and that you had also mentioned your desire to depose or ask questions of someone relative to the documents produced.

As a bottom line, when you said stop the copying, we did, and we don't know which specific HAP reports your e-mail refers to. Responding to discovery is an ever increasing burden on Tampa Electric's resources. While we fully intend to comply with the rules pertaining to discovery, we have to stick by those rules if we are to maintain some order.

Sincerely,

/s/ Jim Beasley

James D. Beasley

JDB/pp