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November 9, 2012

BY HAND DELIVERY

Ms. Ann Cole, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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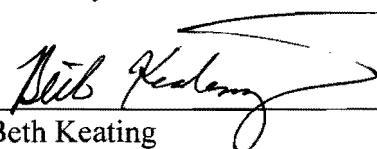
Re: Docket No. 120167-GU: Petition of the City of Marianna to resolve a territorial dispute with Chesapeake Utilities Corporation, together with its wholly-owned subsidiary, Florida Public Utilities Company.

Dear Ms. Cole:

Enclosed for filing, please find the original and 7 copies of Florida Public Utilities Company's Objections to the First Set of Interrogatories, as well as its Objections to the First Requests for Production of Documents served on FPUC by the City of Marianna in the above-referenced Docket.

Thank you for your kind assistance with this filing. As always, please don't hesitate to contact me if you have any questions whatsoever.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of the City of Marianna to) Docket No. 120167-GU
resolve a territorial dispute with Chesapeake)
Utilities Corporation, together with its wholly-)
owned subsidiary, Florida Public Utilities) Date: November 9, 2012
Company.)

FLORIDA PUBLIC UTILITIES COMPANY'S
INITIAL OBJECTIONS TO THE CITY OF MARIANNA'S FIRST SET OF
INTERROGATORIES

Florida Public Utilities Company ("FPUC" or "Company"), pursuant to Rule 28-106.206, Florida Administrative Code, and consistent with Order No. PSC-12-0555-PCO-GU, hereby submits its specific Objections to the First Set of Interrogatories (Nos. 1 – 22) served on the Company on October 26, 2012. The general and specific objections follow this cover sheet.

Respectfully submitted,



Beth Keating
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215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706
Attorneys for Florida Public Utilities Company

DOCUMENT NUMBER-DATE

07602 NOV-9 2

FPSC-COMMISSION CLERK

GENERAL OBJECTIONS

To the extent that any of the “Definitions and Instructions” in the City’s First Set of Interrogatories are inconsistent with FPUC’s discovery obligations under the applicable rules, the Company objects. Furthermore, FPUC objects to any request that would require FPUC to create data or information that it otherwise does not have because there is no such requirement under the applicable rules and law.

FPUC also objects to any definition or request that seeks information with regard to any persons or entities that are not parties to this proceeding and not subject to discovery under the applicable rules. Likewise, the Company objects to the extent that any of the City’s requests seek information, data, or documents that are protected by the attorney-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law. Likewise, the Company objects to any request that seeks confidential, proprietary information and documents. The City is a direct competitor of FPUC in this matter, and the discovery process should not be used as the proverbial “fishing expedition” to gain access to otherwise sensitive, proprietary documents that the City could use to its competitive advantage.

FPUC further objects to providing information that is already in the public record of the Florida Public Service Commission or other public agencies referenced in the City’s discovery requests.

The Company also objects to any requests that seek information is irrelevant and immaterial to this proceeding. Likewise, the Company objects to the extent that certain requests are unnecessarily broad, and would impose an undue burden and cost upon FPUC in order to comply.

By making these objections at this time, the Company does not waive or relinquish its right to assert additional objections to the City’s discovery at the time the responses are due.

FPUC specifically objects to the following Interrogatories as outlined below:

INTERROGATORIES

4. Identify all documents, including any studies or analyses, upon which you have relied or intend to rely in forming projections of natural gas usage in the Disputed Area.

FPUC: FPUC objects to the extent that this Interrogatory, and its related Request for Production, seeks information which would include information derived in confidential, contractual negotiations with customers and/or potential customers, as well as proprietary, confidential business information used to develop the Company's business plans and market projections. Without waiving objections as to confidentiality and any applicable privilege, FPUC will identify pertinent documents.

8. State the basis for the allegation in Paragraph 25 of your Answer that "the City will not have sufficient capacity to serve all customers off the Phase II segment without completing the Phase III construction," including identification of any analyses, communications or documents that support that allegation.

FPUC: To the extent that this request seeks derived in confidential, contractual negotiations with customers and/or potential customers, as well as proprietary, confidential business information used to develop the Company's business plans and market projections, the Company objects. Subject to the stated objection, the Company intends to respond.

9. Identify all oral communications that FPUC has had with the FPSC that relates to this proceeding or FPUC's desire to provide natural gas service to the Disputed Area.

FPUC: FPUC objects to any request that asks for “all” or “each” as it cannot assure that all such communications have been identified and provided, in spite of diligent, good faith efforts. Moreover, the Company does not maintain a record data base for oral communications between FPUC and FPSC. Subject to the stated objections, the Company intends to respond.

10. Identify all oral communications that FPUC has had with the FDEP that relates to this proceeding or FPUC's desire to provide natural gas service to the Disputed Area.

FPUC: FPUC objects to any request that asks for “all” or “each” as it cannot assure that all such communications have been identified and provided, in spite of diligent, good faith efforts. Moreover, the Company does not maintain a record data base for oral communications between FPUC and FDEP. Subject to the stated objections, the Company intends to respond.

11. Identify all oral communications that FPUC has had with FDOT that relates to this proceeding or FPUC's desire to provide natural gas service to the Disputed Area.

FPUC: FPUC objects to any request that asks for “all” or “each” as it cannot assure that all such communications have been identified and provided, in spite of diligent, good faith efforts. Moreover, the Company does not maintain a record data base for oral communications between FPUC and FDOT. Subject to the stated objections, the Company intends to respond.

12. Identify all oral communications that FPUC has had with Wal-Mart that relates to this proceeding or FPUC's desire to provide natural gas service to the Disputed Area.

FPUC: FPUC objects to the extent that full compliance with this Interrogatory would include communications regarding confidential contract terms or the negotiations therefor. To the extent not otherwise deemed confidential, FPUC will respond.

14. Identify all oral communications that FPUC has had with Anderson Columbia that relates to FPUC providing or proposing to provide natural gas service in Jackson County.

FPUC: FPUC objects to the extent that full compliance with this Interrogatory may call for communications regarding confidential contract terms or the negotiations therefor. To the extent not otherwise deemed confidential, FPUC will respond.

15. Describe in detail any natural gas projects in Florida in the last 5 years where you have provided compressed natural gas ("CNG") to expedite service to natural gas customers.

FPUC: FPUC objects to providing information regarding its CNG service in other areas of Florida, as other areas are not the subject of this proceeding. Such information is not likely to lead to the discovery of admissible evidence in this proceeding. Subject to this objection, FPUC will respond.

16. Describe in detail all plans that FPUC has to provide CNG services in Florida, including "CNG-In-A-Box."

FPUC: FPUC objects to providing information regarding its CNG service in other areas of Florida, as other areas are not the subject of this proceeding. Such information is not likely to lead to the discovery of admissible evidence in this proceeding. Moreover, responding to such an expansive request would be unduly burdensome and costly to the Company. Subject to these objections, FPUC will respond.

18. Identify all agreements and other arrangements have you made for interstate natural gas pipeline capacity and natural gas supplies sufficient to enable you to provide the service proposed in the Disputed Area, including any agreements and other arrangements with Florida Gas Transmission Company.

FPUC: FPUC strenuously objects to this Interrogatory. The information sought and the corresponding documents are deemed confidential, proprietary information of the Company and include information regarding specific, contractual negotiations and terms, the disclosure of which would provide the City, a competitor of FPUC, with an unfair competitive advantage that would ultimately have an adverse impact on FPUC's operations and its general body of ratepayers. Where possible, the Company will endeavor to work with the City to provide information subject to an appropriate protective agreement or redacted as appropriate. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents "public records" under Florida law. It is counsel's understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

19. State the basis of FPUC's assertion in paragraph 26 of the Answer that its "parent entity plans to consolidate the Florida operations into one company over the course of the next year. As such, when service is actually initiated to accounts at the 1-10 interchange, it is possible that it will be service under either an FPUC tariff that mirrors the current CFG tariff, or under a consolidated tariff that will be substantially similar with regard to service line extensions as that of the current CFG tariff."

FPUC: To the extent that general information regarding the Company's plans is publicly available in Commission Docket No. 110133-GU, the Company objects but would direct the City to the referenced Docket. FPUC objects to this request to the extent that it seeks internal corporate organization planning and strategy information that has no relevance to this proceeding. Likewise, the Company objects to the extent that the request appears to seek information that would be protected by the attorney-client and accountant-client privileges. Subject to these objections, the Company will respond.

20. Identify all "tariff updates that may be necessary" prior to FPUC initiating service to customers in the Disputed Area as referenced in paragraph 26 of the Answer.

FPUC: FPUC objects to this Interrogatory as unduly broad and overly burdensome in that the Company cannot possibly identify "all" tariff updates that "may be necessary," as that is dependent on many external factors, not the least of which would be the terms of any Commission Order granting approval for such consolidation.

21. Identify all documents and oral communications that relate to potential customers in the Disputed Area expressing an interest in "transportation service" as alleged in paragraph 26 of the Answer.

FPUC: FPUC objects to this Interrogatory as unduly broad and overly burdensome in that it would appear to seek documents and communications not specific to transportation service provided by FPUC. Likewise, the Interrogatory would appear to include communications that could include anything from a passing comment to inquiries made by consumers to gas marketers. Furthermore, FPUC objects to the extent that full compliance with this Interrogatory would include communications regarding confidential contract terms or the negotiations therefor. Nonetheless, subject to these stated objections, FPUC will respond.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via Hand Delivery* and/or U.S. Mail on November 9, 2012 to:

Office of the Public Counsel c/o The Florida Legislature 111 West Madison St., Rm. 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us	D. Bruce May, Jr., Esquire* Kevin Cox, Esquire Holland & Knight, LLP P.O. Drawer 810 Tallahassee, FL 32302-0810 bruce.may@hklaw.com
Frank E. Bondurant, City Attorney Bondurant and Fuqua, P.A. 4450 Lafayette St. P.O. Box 1508 Marianna, FL 32447 fbondurant@embarqmail.com	Martha C. Brown, Esquire* Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 mbrown@psc.state.fl.us



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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of the City of Marianna to) Docket No. 120167-GU
resolve a territorial dispute with Chesapeake)
Utilities Corporation, together with its wholly-)
owned subsidiary, Florida Public Utilities) Date: November 9, 2012
Company.)

FLORIDA PUBLIC UTILITIES COMPANY'S
INITIAL OBJECTIONS TO THE CITY OF MARIANNA'S FIRST REQUESTS FOR
PRODUCTION (NOS. 1-23)

Florida Public Utilities Company ("FPUC" or "Company"), pursuant to Rule 28-106.206, Florida Administrative Code, and consistent with Order No. PSC-12-0555-PCO-GU, hereby submits its specific Objections to the First Requests for Production (Nos. 1 – 23) served on the Company on October 26, 2012. The general and specific objections follow this cover sheet.

Respectfully submitted,



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(850) 521-1706
Attorneys for Florida Public Utilities Company

DOCUMENT NUMBER-DATE

07602 NOV-9 2012

FPSC-COMMISSION CLERK

GENERAL OBJECTIONS

To the extent that any of the “Definitions and Instructions” in the City’s First Request for Production of Documents are inconsistent with FPUC’s discovery obligations under the applicable rules, the Company objects. Furthermore, FPUC objects to any request that would require FPUC to create data or information that it otherwise does not have because there is no such requirement under the applicable rules and law.

FPUC also objects to any definition or request that seeks information with regard to any persons or entities that are not parties to this proceeding and not subject to discovery under the applicable rules. Likewise, the Company objects to the extent that any of the City’s requests seek information, data, or documents that are protected by the attorney-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law. Likewise, the Company objects to any request that seeks confidential, proprietary information and documents. The City is a direct competitor of FPUC in this matter, and the discovery process should not be used as the proverbial “fishing expedition” to gain access to otherwise sensitive, proprietary documents that the City could use to its competitive advantage.

FPUC objects to any request that asks for “all” or “each” as it cannot assure that all such documents have been identified and provided, in spite of diligent, good faith efforts. Because FPUC employees, in many instances, function in dual roles on behalf of the Company, its parent, Chesapeake Utilities Corporation, and its sister company, Central Florida Gas. While FPUC will certainly provide responsive, relevant documents, which are not otherwise subject to other objections, as may be reasonably located after a diligent search, the Company objects to any discovery request that is construed to require more of FPUC on the basis that compliance would impose an undue burden and expense upon the Company.

FPUC objects to providing any electronic data responses with formulae, links, and cells, formatting, metadata and other original features intact. Production in such format would result in the disclosure of attorney work product, and a risk of breach of the counsel's duty to the client to provide documents containing metadata. *See*, Florida Bar Opinion 06-2.

FPUC further objects to providing information that is already in the public record of the Florida Public Service Commission or other public agencies referenced in the City's discovery requests.

The Company also objects to any requests that seek information and documents held by FPUC's parent company or other affiliates that are otherwise irrelevant and immaterial to this proceeding.

By making these objections at this time, the Company does not waive or relinquish its right to assert additional objections to the City's discovery at the time the responses are due.

Specific Objections to Requests for Production

FPUC makes the following specific objections to the City's First Requests for Production of Documents, as follows:

- 1. All maps or diagrams that relate to FPUC's plans for providing natural gas service in the Disputed Area.**

FPUC: FPUC objects to this request to the extent that maps and diagrams reflecting FPUC's plans have been filed with the Company's Answer in this proceeding and thus, are already publicly available. To the extent, however, that the Company determines that other relevant maps and diagrams exist, the Company will respond.

2. All documents that relate to population, population growth, and density in the Disputed Area.

FPUC: FPUC objects to the extent that this request, as phrased, would appear to require that the Company provide documents, whether or not they were relied upon by the Company in developing its plans to extend service in Jackson County, Florida. As such, without waiving objections as to relevance of any documents provided, the Company will provide such documents that it determines to be responsive and in its possession or control.

3. All documents that relate to the expected gas usage in the Disputed Area, including but not limited to supporting documentation for Exhibit 3 to the Answer.

FPUC: FPUC objects to the extent that this request, as phrased, would appear to require that the Company provide documents, whether or not they were relied upon by the Company in developing its plans to extend service in Jackson County, Florida. Likewise, to the extent that this request seeks information related to Exhibit 3, which would include information derived in confidential, contractual negotiations with customers and/or potential customers, as well as proprietary, confidential business information used to develop the Company's business plans and market projections, the Company objects. To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents. To the extent that responsive documents are deemed confidential, proprietary information of the Company, the Company will specifically identify such documents and the basis for its assertion of confidentiality. Where possible, the Company will endeavor to

work with the City to provide information subject to an appropriate protective agreement. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents “public records” under Florida law. It is counsel’s understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

4. All documents, including but not limited to feasibility studies and cost-benefit analyses, that relate to the cost to FPUC to provide natural gas service to the Disputed Area.

FPUC: To the extent that this request seeks proprietary, confidential business information used to develop the Company’s business plans and market projections, the Company objects. To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents. To the extent that responsive documents are deemed confidential, proprietary information of the Company, the Company will specifically identify such documents and the basis for its assertion of confidentiality. Where possible, the Company will endeavor to work with the City to provide information subject to an appropriate protective agreement. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents “public records” under Florida law. It is counsel’s understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

5. All applications, requests, approvals or related communications between FPUC and any governmental body, including but not limited to the FDEP, the FPSC, the FDOT and Jackson County that relate to licensing, permitting or authorizations that may be needed in order for FPUC to provide natural gas service to the Disputed Area.

FPUC: To the extent that this request seeks information with regard to communications with Jackson County, FPUC objects to providing any and all documents that have already been provided by the County to the City by virtue of the City Manager's public records request of December 2011 to Jackson County, as well as documents provided by the County to the City in October 2011. Subject to the aforementioned objection and the Company's general objections, the Company will provide any responsive, relevant documents that are within its possession and control.

6. All documents that relate to bids or requests for proposals prepared by or on behalf of FPUC that relate to FPUC's plans to provide natural gas service to the Disputed Area and in Jackson County.

FPUC: To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents. To the extent that responsive documents are deemed confidential, proprietary information of the Company, the Company will specifically identify such documents and the basis for its assertion of confidentiality. Where possible, the Company will endeavor to work with the City to provide information subject to an

appropriate protective agreement. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents “public records” under Florida law. It is counsel’s understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

7. All documents that relate to the design, construction and implementation of FPUC's plans to provide natural gas service in the Disputed Area, including but not limited to documents that relate to timelines for providing natural gas service to customers in the Disputed Area.

FPUC: To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents. To the extent that responsive documents are deemed confidential, proprietary information of the Company, the Company will specifically identify such documents and the basis for its assertion of confidentiality. Where possible, the Company will endeavor to work with the City to provide information subject to an appropriate protective agreement. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents “public records” under Florida law. It is counsel’s understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

8. All documents that relate to or support the statement in paragraph 21 of the Answer that "FPUC will also demonstrate that prior delays by the City in extending service as promised have resulted in other natural gas utilities encroaching to serve customers in the County in areas that FPUC would have otherwise sought to serve and protect as its own."

✓ FPUC: To the extent responsive documents exist, FPUC will respond.

9. All documents that relate to the agreements and contracts referenced in paragraph 23 of the Answer, including but not limited to the "agreement with the owner of Larry's Auto Sales" and agreements with customers (including those agreements referenced in Exhibit 3 to the Answer).

FPUC: To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents. FPUC will also reference the appropriate tariff pages that may be responsive to this request. However, FPUC strenuously objects to providing copies of any contracts with customers. Such contracts are treated as proprietary, confidential business information by the Company. Providing such documents to the City, a direct competitor of FPUC, would allow the City to use information gleaned there from to seize unfair competitive advantage to the detriment of the Company and its ratepayers. To the extent that responsive documents are deemed confidential, proprietary information of the Company, the Company will specifically identify such documents and the basis for its assertion of confidentiality. Where possible, the Company will endeavor to work with the City to provide information subject to an appropriate protective agreement or redacted as

appropriate. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents “public records” under Florida law. It is counsel’s understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

10. All documents that relate to or support the allegation in paragraph 23 of the Answer that "the local Wal-Mart manager ... has expressed a preference for service by FPUC."

FPUC: FPUC objects to the extent that such documents are reflect confidential contract terms or the negotiations therefor. To the extent responsive documents exist and are not otherwise deemed confidential, FPUC will respond.

11. All documents that relate to studies or plans by FPUC for facilities intended to serve the Disputed Area.

FPUC: See Response and Objection to Request No. 7 above.

12. All documents that relate to communications between FPUC and the FPSC regarding this proceeding or FPUC's plans to provide natural gas service in the Disputed Area.

FPUC: FPUC objects to the extent that documents are already filed with the Commission in this proceeding and available publicly. To the extent that other responsive documents exist and are in the Company’s possession and control, FPUC will respond.

13. All documents that relate to communications between FPUC and FDEP regarding this proceeding or FPUC's plans to provide natural gas service in the Disputed Area.

FPUC: To the extent that responsive documents may exist, FPUC will respond.

14. All documents that relate to communications between FPUC and Jackson County regarding this proceeding or FPUC's plans to provide natural gas service in the Disputed Area.

FPUC: See Response and Objection to Request No. 5 above.

15. All documents that relate to communications between FPUC and FDOT regarding this proceeding or FPUC's plans to provide natural gas service in the Disputed Area.

FPUC: To the extent that responsive documents may exist, FPUC will respond.

16. All documents that relate to communications with the Florida Gas Transmission Company regarding this proceeding or FPUC's plans to provide natural gas service in the Disputed Area, including but not limited to communications regarding a tap, as alleged in paragraph 23 of your Answer.

FPUC: Responsive documents are deemed confidential, proprietary information of the Company and include information regarding specific, contractual negotiations and terms, the disclosure of which would provide the City, a competitor of FPUC, with an unfair competitive advantage that would ultimately have an adverse impact

on FPUC's operations and its general body of ratepayers. Where possible, the Company will endeavor to work with the City to provide information subject to an appropriate protective agreement or redacted as appropriate. However, the Company notes that municipal records held by the City are subject to Chapter 119, Florida Statutes. As such, disclosure of confidential information, without further protection, would render the information and corresponding documents "public records" under Florida law. It is counsel's understanding that the City is precluded, by law, from entering into a non-disclosure agreement.

17. All documents that relate to any analysis, study or support for FPUC's "concern that the City will not have sufficient capacity to serve all customers off the Phase II segment without completing the Phase III construction...", as alleged in Paragraph 25 of your Answer.

FPUC: See Response and Objection to Request No. 3 above. To the extent that the Company determines that responsive, relevant documents are not confidential or otherwise subject of a protective privilege, the Company will provide such documents.

18. All documents that relate to plans by FPUC's parent " to consolidate the Florida operations into one company over the course of the next year" as alleged in paragraph 26 of the Answer, including but not limited to any analysis or consideration of what tariff would apply to FPUC's proposed natural gas service to the Disputed Area.

FPUC: To the extent that general information regarding the Company's plans

is publicly available in Commission Docket No. 110133-GU, the Company objects but would direct the City to the referenced Docket. FPUC objects to this request to the extent that it seeks internal corporate organization planning and strategy documents that have no relevance to this proceeding. While the scope of discovery is broad, it is not without limitation.¹ Likewise, the Company objects to the extent that the request appears to seek documents that would be protected by the attorney work product and accountant-client privilege. To the extent that there are documents that are not otherwise subject to protection or privilege and are relevant to this proceeding, the Company will respond.

19. All documents that relate to any analysis performed by or on behalf of FPUC as to what charges, including but not limited to contributions-in-aid-of-construction, expansion charges, and area expansion charges, would apply to customers in the Disputed Area in the event that FPUC served the Disputed Area.

FPUC: To the extent that responsive documents may exist, FPUC will respond.

20. All documents that relate to FPUC or an affiliate providing or considering providing Compressed Natural Gas ("CNG") service in the Disputed Area, or in other areas of Florida, including but not limited to "CNG-In-A-Box".

FPUC: FPUC objects to providing information regarding its CNG service in other areas of Florida, as other areas are not the subject of this proceeding. Such information is not likely to lead to the discovery of admissible evidence in this proceeding. Moreover,

¹ See Manatee County v. Estech General Chems. Corp., 402 So. 2d 75 (Fla. 2nd DCA 1981)(discovery does not extend to matters not directly relevant or which cannot lead to relevant matters). See also Order No. PSC-94-1562-PCO-WS, issued December 14, 1994, at pages 2 and 3, wherein the Prehearing Officer noted that "discovery without limit may not be obtained" and "ruling[s] must balance a litigant's right to pursue full discovery with the deponent's right to protection against oppressive disclosure."

responding to such an expansive request would be unduly burdensome and costly to the Company. Subject to these objections and to the extent that relevant documents exist, FPUC will respond.

21. All documents that relate to or support your statement in paragraph 30 of the Answer that "any looping of FPUC facilities, were it feasible, would provide no added enhancement to the reliability of service to the disputed area."

FPUC: To the extent that responsive documents may exist, FPUC will respond.

22. All documents that relate to or support your statement in paragraph 30 of the Answer that "any looping that the City contemplates accomplishing in the future would not provide any assurance of greater service reliability than that provided by the extension proposed by FPUC originating from a direct connection to FGT's facilities."

FPUC: To the extent that responsive documents may exist, FPUC will respond.

23. All documents that relate to or support FPUC's statement that its plan will "ensure reliable service and sufficient capacity for all customers and potential customers in the service area," as alleged in Paragraph 30 of your Answer.

FPUC: To the extent that responsive documents may exist, FPUC will respond.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via Hand Delivery* and/or U.S. Mail on November 9, 2012 to:

Office of the Public Counsel c/o The Florida Legislature 111 West Madison St., Rm. 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us	D. Bruce May, Jr., Esquire* Kevin Cox, Esquire Holland & Knight, LLP P.O. Drawer 810 Tallahassee, FL 32302-0810 bruce.may@hklaw.com
Frank E. Bondurant, City Attorney Bondurant and Fuqua, P.A. 4450 Lafayette St. P.O. Box 1508 Marianna, FL 32447 fbondurant@embarqmail.com	Martha C. Brown, Esquire* Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 mbrown@psc.state.fl.us



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