

ORIGINAL

# RUTLEDGE, ECENIA, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA  
JOHN R. ELLIS  
KENNETH A. HOFFMAN  
THOMAS W. KONRAD  
MICHAEL G. MAIDA  
J. STEPHEN MENTON  
R. DAVID PRESCOTT  
HAROLD F. X. PURNELL  
GARY R. RUTLEDGE

POST OFFICE BOX 551, 32302-0551  
215 SOUTH MONROE STREET, SUITE 420  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788  
TELECOPIER (850) 681-6515

OF COUNSEL:  
CHARLES F DUDLEY

GOVERNMENTAL CONSULTANTS:  
PATRICK R. MALOY  
AMY J. YOUNG

February 7, 2000

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RECORDS AND REPORTING

**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, Florida 32399-0850

Re: Docket No. 000061-EI

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI") are:

1. The original and fifteen copies of Allied/CFI's Motion for Expedited Responses to Discovery Requests;
2. A diskette formatted in Word Perfect 6.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

*John R. Ellis*  
John R. Ellis

AFA	_____
APP	_____
CAF	_____
CMU	_____
CTR	_____
EAG	_____
LEG	2
MAS	2
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OTH	_____

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Enclosures

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*[Signature]*  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
**01678 FEB-78**  
FPSC-RECORDS/REPORTING

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 7, 2000

ALLIED/CFI'S MOTION FOR EXPEDITED RESPONSES TO DISCOVERY REQUESTS

Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI"), by and through their undersigned counsel, and pursuant to Rules 28-106.204 and 28-106.206, Florida Administrative Code, and Rules 1.310(a), 1.340(a), and 1.350(b), Florida Rules of Civil Procedure, move for an Order requiring Tampa Electric Company ("TECO") to serve its responses to Allied's and CFI's ("Allied/CFI") First Request for Production of Documents (Nos. 1-18) and First Set of Interrogatories (Nos. 1- 11) by hand delivery within 15 days of service, and requiring TECO to designate a witness to give deposition testimony on February 17, 2000, in response to Allied's/CFI's Notice of Deposition and Request for Production served on TECO on February 2, 2000. In support of this motion, Allied/CFI state as follows:

- 1. On January 20, 2000, Allied/CFI's complaint was filed with the Commission, and a copy was delivered to TECO's counsel. A copy of the complaint previously had been provided to TECO's counsel on January 13, 2000.

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FPSC-RECORDS/REPORTING

2. This case is scheduled for a final hearing on April 5, 2000, pursuant to the Case Assignment and Scheduling Record issued on February 4, 2000, and in response to Allied/CFI's request for expedited relief.

3. Allied/CFI's complaint alleges undue discrimination in rates offered by TECO under its Commercial/Industrial Service Rider ("CISR") tariff to Allied/CFI in October, 1999, compared with rates offered by TECO and accepted by Allied/CFI's business competitor, Odyssey Manufacturing Company ("Odyssey"), in October, 1998. The complaint alleges that TECO has violated Sections 366.03, 366.06(2) and 366.07, Florida Statutes, and Order No. PSC-98-1081A-FOF-EI, issued August 27, 1998, in Docket No. 980706-EI, In re: Petition for Approval of Commercial/Industrial Service Rider Tariff by Tampa Electric Company, by giving an undue or unreasonable preference and advantage to Odyssey and subjecting Allied/CFI to an undue or unreasonable prejudice and disadvantage.

4. In summary, the complaint alleges that Allied and its affiliate CFI compete with Odyssey in the manufacture and sale of liquid chlorine bleach and related products in Florida; that Odyssey is constructing new manufacturing facilities in Tampa in order to use a newer and more efficient manufacturing process in which the cost of electricity is approximately 50% of the variable cost of manufacture; and that Allied/CFI are attempting to convert their existing manufacturing facilities in Tampa, at an estimated cost of fifteen million dollars over three years, in order to use the newer and more efficient manufacturing process, but cannot do so as a result of TECO's undue discrimination. The complaint alleges that Allied/CFI have complied with the eligibility requirements for service under the CISR tariff, and on information and belief that Odyssey has not complied with the eligibility requirements for rates under TECO's CISR tariff and that there is no

justification for TECO's undue discrimination based on TECO's incremental cost to serve Odyssey compared to its incremental cost to serve Allied/CFI. The complaint further alleges that the TECO employee who negotiated Odyssey's preferential CISR tariff rates was subsequently rewarded by an offer of employment with Odyssey and is now soliciting Allied/CFI's customers on behalf of Odyssey.

5. The complaint includes a petition to examine and inspect confidential information pursuant to Rule 25-22.006(7), Florida Administrative Code. Allied/CFI's petition asks the Commission to order TECO to disclose the Contract Service Agreement with Odyssey and all documentation supporting the CISR tariff rates offered to Odyssey, including documentation demonstrating that Odyssey met all requirements and preconditions of the CISR tariff and documentation supporting TECO's determination of its incremental cost to serve Odyssey.

6. Allied/CFI's complaint and petition request the Commission to grant expedited relief based on the following facts: (1) Odyssey's new manufacturing facility is expected to begin operations and to begin taking service under the preferential CISR tariff rates by May 1, 2000; (2) the estimated time required for construction of Allied/CFI's new manufacturing facilities eligible for service under TECO's CISR tariff is eighteen months to two years; (3) Allied/CFI have been delayed since at least March, 1999 by TECO's refusal to offer non-discriminatory CISR tariff rates to Allied/CFI; and (4) TECO's apparent collusion with Odyssey has the potential to destroy the value of CFI's business and to prevent competition with Odyssey. Allied/CFI's complaint requests, among other requests for relief, that the Commission suspend the CISR tariff rates offered by TECO to Odyssey until such time as TECO's undue discrimination against Allied/CFI has been sufficiently remedied or mitigated.

7. On February 2, 2000, Allied/CFI delivered to TECO's counsel three sets of discovery requests: (1) Allied/CFI's First Request for Production of Documents to TECO (Nos. 1-18); (2) Allied/CFI's First Set of Interrogatories to TECO (Nos. 1-11); and (3) a Notice of Deposition and Request for Production calling for TECO to designate a witness pursuant to Rule 1.310(b)(6), Florida Rules of Civil Procedure, to testify concerning the existence and identification (by date, author, addressee, number of pages, and type of document) of the documents responsive to sixteen of the eighteen categories of Allied/CFI's First Request for Production of Documents. Copies of the three sets of discovery requests are attached to this motion as Exhibits A, B, and C, respectively.

8. Allied/CFI's three sets of discovery requests call for the same or similar information and documents as Allied/CFI's petition to examine and inspect confidential information: namely, TECO's Contract Service Agreement with Odyssey and all documentation concerning TECO's determination of the CISR tariff rates offered to Odyssey and to Allied/CFI. The only additional subjects of the three sets of discovery requests are: (1) information concerning the former TECO employee who negotiated Odyssey's preferential rates, Patrick H. Allman; (2) information concerning Larry Rodriguez, the TECO employee who negotiated with Allied/CFI concerning their request for CISR tariff rates; and (3) a statement of the number and the total demand of Contract Service Agreements executed by TECO under its CISR tariff as of March 1, 1999 and February 1, 2000.

9. The Prehearing Officer is authorized to order expedited discovery responses pursuant to Rule 28-106.206, Florida Administrative Code. Rule 28-106.206 provides that after commencement of a proceeding, parties may obtain discovery through the means and in the manner provided in Rules 1.280 through 1.400 of the Florida Rules of Civil Procedure, and that the presiding

officer in the proceeding may issue appropriate orders to effectuate the purposes of discovery and to prevent delay.

10. Under Rule 1.350(b), Florida Rules of Civil Procedure, a shorter time may be ordered for TECO's written responses to Allied/CFI's First Request for Production of Documents than the 45 days from the date of service of Allied/CFI's complaint which would otherwise be provided. In this case, the limited set of documents sought by Allied/CFI's First Request for Production can easily be identified and produced by TECO in fifteen days. Prompt production of these documents is essential to Allied/CFI's ability to conduct discovery in preparation for the final hearing on April 5, 2000, and should be ordered by the Prehearing Officer at this time.

11. Under Rule 1.340(a), Florida Rules of Civil Procedure, a shorter time may be ordered for TECO's answers to Allied/CFI's First Set of Interrogatories than the 45 days from the date of service of Allied/CFI's complaint which would otherwise be provided. The limited subjects of Allied/CFI's First Set of Interrogatories are the same as the limited subjects of Allied/CFI's First Request for Production of Documents, with the exceptions noted above, and it is likely that the answers to these interrogatories will be apparent from the documents themselves. As stated above, early discovery of the information sought by Allied/CFI's First Set of Interrogatories is essential to Allied/CFI's ability to conduct discovery in preparation for the final hearing on April 5, 2000, and should be ordered by the Prehearing Officer at this time.

12. Under Rule 1.310(a), Florida Rules of Civil Procedure, a plaintiff may be granted leave to take a deposition within 30 days after service of the process and the initial pleading on the defendant. TECO was served with the Commission's Notice of Complaint and a copy of the complaint on January 24, 2000. Thus, the amount of time by which Allied/CFI seek to expedite

TECO's designated witness deposition under Rule 1.310(b)(6), Florida Rules of Civil Procedure, is only six days. More importantly, and as noted above, the only matters on which the deposition testimony is requested are the existence and identification of the documents responsive to sixteen of the eighteen categories of Allied/CFI's First Request for Production of Documents. These documents can easily be identified and located by TECO, and requiring TECO to promptly identify the documents is a prerequisite to effectuating the purposes of discovery in this proceeding.

13. It is apparent that TECO will object to production of the Contract Service Agreement with Odyssey and the documents concerning Odyssey's eligibility for the CISR tariff and TECO's determination of its incremental cost to serve Odyssey and Allied/CFI, further delaying discovery. TECO's response filed February 4, 2000, to Allied/CFI's petition to examine and inspect confidential information under Rule 25-22.006(7)(a), Florida Administrative Code, contends that because the documents in question are not already on file with the Commission, Allied/CFI can only pursue discovery of the documents at this time under the applicable provisions of the Florida Rules of Civil Procedure. Thus, TECO's position is that Allied/CFI must wait to ask for the documents under Rule 25-22.006(7)(a) until the Commission has asked for them first, notwithstanding the fact that the Commission already has approved the exemption of the information in question from the public records requirements of Section 119.07, Florida Statutes, by approving TECO's CISR tariff containing the following terms:

The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of

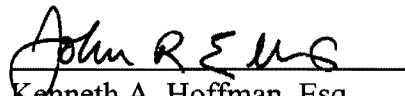
the Commission.

A copy of TECO's CISR tariff is attached to this motion as Exhibit D, and the above-quoted terms appear under the heading "Service Agreement" at Sheet No. 6720.

14. The pendency of the April 5, 2000 final hearing date requires the issuance of appropriate orders under Rule 28-106.206, Florida Administrative Code, to effectuate the purposes of discovery and to prevent delay. If TECO is permitted to delay discovery by standing on the ordinary time requirements of the Florida Rules of Civil Procedure, Allied/CFI will be denied a hearing on the merits of their claims until after Odyssey has begun taking service under a Contract Service Agreement which is the apparent product of undue discrimination and collusion.

WHEREFORE, Allied/CFI respectfully request that the Prehearing Officer issue an Order requiring TECO to serve its responses to Allied/CFI's First Request for Production of Documents and First Set of Interrogatories within 15 days of service, that is by February 17, 2000, and requiring TECO to designate a witness to give deposition testimony on February 17, 2000, in response to Allied/CFI's Notice of Deposition and Request for Production.

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

Attorneys for Allied Universal Corporation and  
Chemical Formulators, Inc.

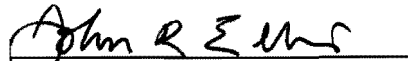


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Motion for Expedited Responses to Discovery Requests was furnished by hand delivery(\*) and U. S. Mail to the following this 7<sup>th</sup> day of February, 2000:

L. Lee Willis, Esq.\*  
James D. Beasley, Esq.  
Ausley & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32301

Robert V. Elias, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Room 370  
Tallahassee, Florida 32388-0850

  
John R. Ellis

Allied/shorten

**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.

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Docket No. 000061-EI

**ALLIED UNIVERSAL CORPORATION'S  
AND CHEMICAL FORMULATORS, INC.'S  
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS  
TO TAMPA ELECTRIC COMPANY (NOS. 1- 18)**

Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI"), by and through their undersigned counsel, and pursuant to Rule 28-106.206, Florida Administrative Code, and Rule 1.350, Florida Rules of Civil Procedure, hereby serve their First Request for Production of Documents to Tampa Electric Company ("TECO"). The documents listed below shall be made available for inspection and copying at the offices of Allied's and CFI's undersigned counsel at 215 South Monroe Street, Suite 420, Tallahassee, Florida 32301, upon execution of an appropriate non-disclosure agreement to maintain the confidentiality of all confidential information and documentation disclosed in this proceeding.

**DEFINITIONS AND INSTRUCTIONS**

As used herein, the following words have the meanings indicated:

- (i) "you" or "your" refers to TECO, its agents, employees, servants or representatives.



- (ii) "employee" includes any individual employed by TECO, its operators or owners, or any parent, subsidiary, partnership, or affiliate thereof, and specifically includes TECO's former employee Patrick H. Allman;
- (iii) All references to "Odyssey Manufacturing Company" or "Odyssey" shall be deemed to include its officers, directors, shareholders, employees, agents, representatives, parent and subsidiary and affiliate companies, partners, contractors and suppliers.
- (iv) "document" means any kind of written, typed, or recorded or graphic matter, however produced or reproduced, of any kind or description, whether sent or received, including originals, identical copies, non-identical copies, and drafts, and both sides thereof; and including but not limited to: papers, books; letters; correspondence; telegrams; facsimile transmissions; bulletins; notices; announcements; instructions; charts; manuals; brochures; schedules; cables; telex messages; memoranda; notes; notations; accountants' working papers; transcripts; minutes; agendas; reports and recordings of telephone or other conversations; of interviews, of conferences or of other meetings; affidavits; statements; summaries; opinions; reports; studies; analyses; evaluations; contracts; agreements; journals; statistical records; desk calendars; appointment books; diaries; lists; tabulations; sound recordings; computer print-outs; data processing input and output; computer diskettes; microfilms; all other records kept by electronic, photographic or mechanical means and things similar to any of the foregoing, however denominated by

you; and any other documents as defined in Rule 1.350, Florida Rules of Civil Procedure.

- (v) If any document request herein calls for information or for the production of a document which you deem to be privileged, confidential, or otherwise exempt from disclosure, in whole or in part, each such document which you contend is privileged, confidential or exempt should be: (1) identified by date, author(s), addressee(s), number of pages, and a brief general description of its nature and subject matter; and (2) produced to the fullest extent possible consistent with such claim of privilege, confidential treatment, or exemption from disclosure; and you are specifically requested to state the specific grounds relied upon for each such claim of privilege, confidential treatment, or exemption from disclosure. See, Rule 1.288(b)(5), Florida Rules of Civil Procedure.

#### **DOCUMENT REQUESTS**


1. The Contract Service Agreement ("CSA") between TECO and Odyssey Manufacturing Company ("Odyssey").
2. All documents provided by Odyssey to TECO in connection with Odyssey's request for rates under TECO's Commercial/Industrial Service Rider ("CISR") tariff.
3. All documents provided by TECO to Odyssey in connection with Odyssey's request for rates under TECO's CISR tariff.
4. All documents provided by Allied and/or CFI to TECO in connection with Allied's and CFI's request for rates under TECO's CISR tariff.

5. All documents provided by TECO to Allied and/or CFI in connection with Allied's and CFI's request for rates under TECO's CISR tariff.
6. All documents arising from or relating to CISR tariff rate negotiations between TECO and Odyssey.
7. All documents arising from or relating to CISR tariff rate negotiations between TECO and Allied.
8. All documents arising from or relating to CISR tariff rate negotiations between TECO and CFI.
9. All documents reflecting estimates of TECO's incremental cost to provide service under the CISR tariff to Odyssey.
10. All documents reflecting estimates of TECO's incremental cost to provide service under the CISR tariff to Allied and/or CFI.
11. TECO's personnel file for its former employee, Patrick H. Allman.
12. All documents arising from or relating to the resignation or other termination of employment by TECO of Patrick H. Allman.
13. All documents reflecting communications between TECO and Odyssey which concern or discuss Allied's and/or CFI's request for service under TECO's CISR tariff.
14. All documents reflecting the total number of Contract Service Agreements executed by TECO pursuant to its CISR tariff as of March 1, 1999.
15. All documents reflecting the total number of Contract Service Agreements executed by TECO pursuant to its CISR tariff as of February 1, 2000.

16. All documents reflecting the total capacity in megawatts subject to executed Contract Service Agreements pursuant to TECO's CISR tariff as of March 1, 1999.

17. All documents reflecting the total capacity in megawatts subject to executed Contract Service Agreements pursuant to TECO's CISR tariff as of February 1, 2000.

18. All documents reflecting Odyssey's eligibility for CISR tariff rates, including but not limited to, documentation allegedly demonstrating that Odyssey has or had a viable lower cost alternative to taking service from TECO.



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

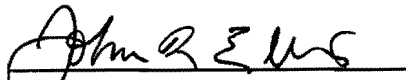
Attorneys for Allied Universal Corporation and  
Chemical Formulators, Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery(\*) and U. S. Mail to the following this 20 day of February, 2000:

L. Lee Willis, Esq.\*  
James D. Beasley, Esq.  
Ausley & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32301

Robert V. Elias, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Room 370  
Tallahassee, Florida 32388-0850

  
John R. Ellis

Allied/pro.1

**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

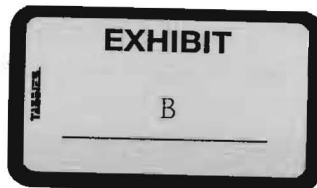
**ALLIED UNIVERSAL CORPORATION'S  
AND CHEMICAL FORMULATORS, INC.'S  
FIRST SET OF INTERROGATORIES  
TO TAMPA ELECTRIC COMPANY (NOS. 1- 11)**

Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI"), by and through undersigned counsel, and pursuant to Rule 28-106.206, Florida Administrative Code and Rule 1.340, Florida Rules of Civil Procedure, hereby serve their First Set of Interrogatories to Tampa Electric Company ("TECO"). Each interrogatory shall be answered separately and fully in writing and under oath, as provided in Rule 1.340, Florida Rules of Civil Procedure, and shall identify the name, address, and relationship to TECO of each person providing each answer or part of an answer.

**DEFINITIONS AND INSTRUCTIONS**

As used herein, the following words have the meanings indicated:

- (i) "TECO" includes any individual employed by or acting on behalf of TECO, its operators or owners, or any parent, subsidiary, partnership, or affiliate thereof.
- (ii) "Odyssey" includes any individual employed by or acting on behalf of





Odyssey Manufacturing Company, its operators or owners, or any parent, subsidiary, partnership, or affiliate thereof.

(iii) "Allied" includes any individual employed by or acting on behalf of Allied Universal Corporation, its operators or owners, or any parent, subsidiary, partnership, or affiliate thereof.

(iv) "CFI" includes any individual employed by or acting on behalf of Chemical Formulators, Inc., its operators or owners, or any parent, subsidiary, partnership, or affiliate thereof.

### **INTERROGATORIES**

1. State the names, addresses, titles and employers of all individuals who participated, directly or indirectly, in CISR tariff rate negotiations between TECO and Odyssey.

2. State the names, addresses, titles and employers of all individuals how participated, directly or indirectly, in CISR tariff rate negotiations between TECO and Allied.

3. State the names, addresses, title and employees of all individuals who participated, directly or indirectly, in CISR tariff rate negotiations between TECO and CFI.

4. State the date or dates that the Contract Service Agreement ("CSA") between TECO and Odyssey was executed by TECO and Odyssey.

5. With respect to TECO's former employee, Patrick H. Allman, state the dates of Mr. Allman's employment with TECO, his job titles, job duties, rates of pay, and reasons for termination.

6. With respect to TECO's employee Larry Rodriguez, what was Mr. Rodriguez's job title and what were his job duties in 1999?

7. State the names, addresses, and job titles of all individuals on behalf of TECO who participated, directly or indirectly, in formulating proposed CISR tariff rates for Allied and/or CFI.

8. State the names, addresses, and job title of all individuals on behalf of TECO who participated, directly or indirectly, in formulating proposed CISR tariff rates for Odyssey.



9. Did TECO ever advise Allied or CFI that the CISR tariff rates offered by TECO to Odyssey and accepted by Odyssey were not available to Allied or CFI? If so, state the name, address, and job title of each individual on behalf of TECO who communicated this to Allied or CFI, and state the date of each such communication.

10. State the total number of Contract Service Agreements executed by TECO pursuant to its CISR tariff as of: (a) March 1, 1999; and (b) February 1, 2000.

11. State the total capacity in megawatts subject to executed Contract Service Agreements pursuant to TECO's CISR tariff as of: (a) March 1, 1999; and (b) February 1, 2000.



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

Attorneys for Allied Universal Corporation and  
Chemical Formulators, Inc.

Allied/int.1

AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who first being duly sworn deposes and says:

That \_\_\_ occupies the position of \_\_\_\_\_ for \_\_\_\_\_ and is the person who has furnished the answers to Interrogatory Nos. \_\_\_\_\_, in Allied and CFI's First Set of Interrogatories to TECO and that said answers are true and correct to the best of \_\_\_ information and belief.

Dated this \_\_\_\_ day of February, 2000.

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_, 2000, by \_\_\_\_\_, who is personally known to me, or produced a driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_

My commission expires:

**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.

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Docket No. 000061-EI

**NOTICE OF DEPOSITION  
AND REQUEST FOR PRODUCTION**

NOTICE is hereby given that Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI") will take the deposition, pursuant to Rule 28-106.206, Florida Administrative Code, and Rule 1.310(b)(5) and (6), Florida Rules of Civil Procedure, of Tampa Electric Company ("TECO"), on February 17, 2000, at 9:00 a.m., at the offices of Allied's and CFI's undersigned counsel, Rutledge, Ecenia, Purnell & Hoffman, P.A., 215 South Monroe Street, Suite 420, Tallahassee, Florida 32301, as to the following matters, for which TECO shall designate one or more officers, directors, managing agents, or other persons to testify on its behalf about the following matters known or reasonably available to TECO:

1. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents provided by Odyssey Manufacturing Company ("Odyssey") to TECO in connection with Odyssey's request for rates under TECO's Commercial/Industrial Service Rider ("CISR") tariff.
2. The existence and identification (by date, author, addressee, number of pages, and



- type of document, e.g. letter or memo) of all documents provided by TECO to Odyssey in connection with Odyssey's request for rates under TECO's CISR tariff.
3. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents provided by Allied and/or CFI to TECO in connection with Allied's and CFI's request for rates under TECO's CISR tariff.
  4. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents provided by TECO to Allied and/or CFI in connection with Allied's and CFI's request for rates under TECO's CISR tariff.
  5. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents arising from or relating to CISR tariff rate negotiations between TECO and Odyssey.
  6. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents arising from or relating to CISR tariff rate negotiations between TECO and Allied.
  7. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents arising from or relating to CISR tariff rate negotiations between TECO and CFI.
  8. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting estimates of TECO's incremental cost to provide service under the CISR tariff to Odyssey.

9. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting estimates of TECO's incremental cost to provide service under the CISR tariff to Allied and/or CFI.
10. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents arising from or relating to the resignation or other termination of employment by TECO of Patrick H. Allman.
11. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting communications between TECO and Odyssey which concern or discuss Allied's and/or CFI's request for service under TECO's CISR tariff.
12. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting the total number of Contract Service Agreements executed by TECO pursuant to its CISR tariff as of March 1, 1999.
13. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting the total number of Contract Service Agreements executed by TECO pursuant to its CISR tariff as of February 1, 2000.
14. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting the total capacity in megawatts subject to executed Contract Service Agreements pursuant to TECO

CISR tariff as of March 1, 1999.

15. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting the total capacity in megawatts subject to executed Contract Service Agreements pursuant to TECO's CISR tariff as of February 1, 2000.
16. The existence and identification (by date, author, addressee, number of pages, and type of document, e.g. letter or memo) of all documents reflecting Odyssey's eligibility for CISR tariff rates, including but not limited to, documentation allegedly demonstrating that Odyssey has or had a viable lower cost alternative to taking service from TECO.

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.310(b)(5) and 1.350, Florida Rules of Civil Procedure, the witness or witnesses designated by TECO in response to this notice shall bring with them the original, as defined by Section 90.951(3), Florida Evidence Code, of each document responsive to the above sixteen categories of this notice, and the documents shall be identified by the witness or witnesses whether or not inspection and copying of the documents at the deposition is permitted by TECO.

The deposition shall be taken before any court reporter authorized under Rule 1.300, Florida Rules of Civil Procedure, who is not of counsel to the parties or interested in the outcome of the proceeding. The deposition is being taken for the purpose of discovery, and may be used for such purposes as are permitted under the Florida Rules of Civil Procedure. The deposition will continue from day to day until completed.

As used herein, the word "document" means any kind of written, typed, or recorded or



graphic matter, however produced or reproduced, of any kind or description, whether sent or received, including originals, identical copies, non-identical copies, and drafts, and both sides thereof; and including but not limited to: papers, books; letters; correspondence; telegrams; facsimile transmissions; bulletins; notices; announcements; instructions; charts; manuals; brochures; schedules; cables; telex messages; memoranda; notes; notations; accountants' working papers; transcripts; minutes; agendas; reports and recordings of telephone or other conversations; of interviews, of conferences or of other meetings; affidavits; statements; summaries; opinions; reports; studies; analyses; evaluations; contracts; agreements; journals; statistical records; desk calendars; appointment books; diaries; lists; tabulations; sound recordings; computer print-outs; data processing input and output; computer diskettes; microfilms; all other records kept by electronic, photographic or mechanical means and things similar to any of the foregoing, however denominated by you; and any other documents as defined in Rule 1.350, Florida Rules of Civil Procedure.



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

P. O. Box 551

Tallahassee, FL 32302

(850) 681-6788 (Telephone)

(850) 681-6515 (Telecopier)

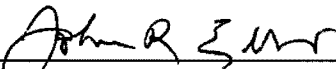
Attorneys for Allied Universal Corporation and  
Chemical Formulators, Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Notice of Deposition and Request for Production was furnished by hand delivery(\*) and U. S. Mail to the following this 20 day of February, 2000:

L. Lee Willis, Esq.\*  
James D. Beasley, Esq.  
Ausley & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32301

Robert V. Elias, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Room 370  
Tallahassee, Florida 32388-0850

  
\_\_\_\_\_  
John R. Ellis

Allied/depo.1

**Commercial / Industrial Service Rider****SCHEDULE: CISR**

**AVAILABLE:** Entire Service Area. Available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's Tariff Schedules GSD, GSDT, GSLD or GSLDT. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Service under this rider may not begin before January 1, 2000. Resale not permitted.

This rider will be closed to further subscription by eligible customers when one of the three conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 300 megawatts of connected load; (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider, or (3) Forty-eight months has passed from the initial effective date. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Tampa Electric is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Tampa Electric.

**APPLICABLE:** Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must qualify for and be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

Continued to Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000



Continued from Sheet No. 6.700

**Retained Load:** For Customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months; or

For Customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

**New Load:** 1,000 KW of installed, connected demand.

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

**CHARACTER OF SERVICE:** This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Continued to Sheet No. 6.720

**ISSUED BY:** J. B. Ramil, President

**DATE EFFECTIVE:**

JAN 1 2000

Continued from Sheet No. 6.710

**MONTHLY CHARGES:** Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

**Additional Customer Charges:**  
\$250.00

**Demand/Energy Charges:**

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges, or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

**Provisions and/or Conditions Associated with Monthly Charges:**

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

**SERVICE AGREEMENT:** Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued from Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000

**Continued from Sheet No. 6.720**

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

**ISSUED BY: J. B. Ramil, President**

**DATE EFFECTIVE:**

**JAN 1 2000**