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RECORDS AND REPORTING

October 4, 2000

HAND DELIVERED

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

Re: Complaint of Allied Universal Corporation and Chemical Formulators, Inc.
against Tampa Electric Company; FPSC Docket No. 000061-EI

Dear Ms. Bayo:

Pursuant to the Motion for Extension of Time filed on behalf of Tampa Electric on
October 3, 2000, we enclose for filing the original and fifteen (15) copies of Tampa Electric
Company's Answer in Opposition to Allied/CFI's Motion for Continuance of Final Hearing and
Motion for Extension of Time for Filing of Rebuttal Testimony and Exhibits.

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,

[Handwritten signature of Lee L. Willis]

Lee L. Willis

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Enclosures

cc: All Parties of Record (w/o encls.)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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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: October 4, 2000

**TAMPA ELECTRIC COMPANY’S ANSWER IN OPPOSITION TO
 ALLIED/CFI’S MOTION FOR CONTINUANCE OF FINAL HEARING AND
 MOTION FOR EXTENSION OF TIME FOR FILING OF REBUTTAL
TESTIMONY AND EXHIBITS**

Pursuant to Rule 28-106.204, Tampa Electric Company (“Tampa Electric” or “Company”), hereby responds to the motion of Allied Universal Corporation and Chemical Formulators, Inc. (“Allied/CFI”) for continuance of the hearing scheduled in this proceeding for October 31, 2000, and for an extension of time for the filing of rebuttal testimony and exhibits that were due on October 2, 2000, and says:

1. Allied/CFI would have this Commission believe that its inability to proceed under the current procedural schedule is the result of Tampa Electric’s intransigence with regard to discovery issues and the “existence of significant new issues” that require further discovery and additional analysis. However, the unadorned truth is simply that they find themselves unable to articulate a legitimate cause of action in light of the relevant facts, all of which have already been disclosed to them and to this Commission. Their hope is that, with more time and continued pointless discovery, they may stumble over some fact or circumstance to use as a basis for further groundless

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FPSC-RECORDS/REPORTING

accusation and innuendo. Tampa Electric has been ready for nine months to address Allied/CFI's assertions on the merits. The Company cannot, in good conscience, allow Allied/CFI's attempt to needlessly delay this proceeding to go unchallenged.

2. The first "new issue" on which Allied/CFI bases its motion is whether or not the information provided by Odyssey Manufacturing Company ("Odyssey") to Tampa Electric is entitled to confidential treatment in light of the fact that Tampa Electric's negotiations with Odyssey commenced prior to the Commission's approval of Tampa Electric's Commercial Industrial Service Rider ("CISR") tariff. This "new issue" is nothing more than a red herring. Tampa Electric's negotiations with Odyssey began in March of 1998. The Commission approved Tampa Electric's CISR Tariff on August 10, 1998 and the Contract Service Agreement ("CSA") between Odyssey and Tampa Electric was executed in mid-September, 1998. As Allied/CFI acknowledges, Tampa Electric entered into a non-disclosure agreement with Odyssey's predecessor, Sentry Industries, Inc. in March of 1998 for the purpose of exploring the provision of electric service to the new bleach plant that Odyssey ultimately constructed in Tampa, Florida. These negotiations lead directly to the execution of the CSA with Odyssey that Allied/CFI now challenges. The documents and information exchanged between Tampa Electric and Odyssey in the course of those negotiations, both before and after Commission approval of Tampa Electric's CISR tariff, formed the basis for the CSA. This information is precisely the kind of information that Tampa Electric's CISR tariff clearly and unambiguously defines as being confidential. Allied/CFI's asserted need to further investigate this "new issue" is nothing more than a desire to re-plow old ground in order to avoid addressing the fatal weakness of their case on the merits.

3. Allied/CFI's second, sudden epiphany involves its assertion that the CSA between Tampa Electric and Odyssey contains "*an apparently unprecedented guarantee concerning the terms and conditions of the ostensibly interruptible service provided to Odyssey*" for which no value is assigned in the side-by-side comparison of the rates negotiated with Odyssey and discussed with Allied/CFI. This second "new issue" is also a red herring. First of all, Allied/CFI has had a copy of the side-by-side comparison of the Odyssey and Allied/CFI rates since August 4, 2000. Allied/CFI was given a copy of the Odyssey CSA on August 14, 2000. It is curious, to say the least, that this "new issue" conveniently arose six weeks later, only two business days before Allied/CFI's rebuttal testimony was due. More importantly, Allied/CFI's "new issue" is based on a demonstrably false premise. Allied/CFI assumes that it is entitled to the same rates terms and conditions that Tampa Electric negotiated with Odyssey. Further, Allied/CFI assumes that it could not have negotiated the same provision that it now asserts is "apparently unprecedented". The first assumption is patently incorrect since Odyssey and Allied/CFI are not similarly situated, as evidenced by the same side-by-side comparison referred to by Allied/CFI in its motion. The second assumption is moot since Allied/CFI broke off CISR negotiations before a final agreement could be reached. The issue is not whether Odyssey was able to negotiate a "better" deal than what Allied/CFI left at the negotiating table. The point is that Allied/CFI is not entitled to any particular set of rates terms or conditions. This "new issue" is simply beside the point and should not be used as a pretext for delaying this proceeding.

4. Allied/CFI's assertion in Paragraph 10 of its motion that "no party will be prejudiced by a continuance of the hearing is not correct. The resulting delay and unnecessarily protracted litigation will result in a waste of the Commission's resources as well as the resources of both Tampa Electric and Odyssey. In March of this year, Tampa Electric filed with the Commission all of the documents related to its CISR negotiations with both Allied/CFI and Odyssey and proposed a procedure for expedited review of the facts. Allied/CFI objected. During the last six weeks, Tampa Electric has made it clear to Allied/CFI that it was ready, willing and able to make its witnesses available for deposition in Tallahassee. Allied/CFI has repeatedly put off the opportunity to take such depositions and, instead, has served Tampa Electric with additional discovery requests for information that the Prehearing Officer has already determined that they are not entitled to receive.

5. Allied/CFI has had ample opportunity to try to build a case and has chosen, instead to ask for an indefinite delay. They should not be permitted to continue to waste the time of the Commission and the parties to this proceeding with assertions that are so obviously devoid of merit.

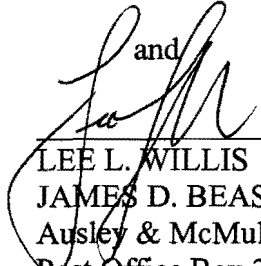
WHEREFORE, Tampa Electric respectfully requests that Allied/CFI's motion for a continuance and extension of time for the filing of rebuttal testimony and exhibits be denied.

DATED this 4th day of October, 2000.

Respectfully Submitted

HARRY W. LONG, JR.
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and



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(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Answer in Opposition to Allied/CFI's Motion for Continuance of Final Hearing and Motion for Extension of Time for Filing Rebuttal Testimony and Exhibits, filed on behalf of Tampa Electric Company, has been furnished by hand delivery (*) or U. S. Mail this 4th day of October, 2000 to the following:

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