

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Review of Tampa Electric)
Company's 2004-2008 Waterborne) DOCKET NO. 031033-EI
Transportation Contract with TECO)
Transport and Associated Benchmark) FILED: March 8, 2004
_____)

CSX TRANSPORTATION'S OBJECTIONS TO
TAMPA ELECTRIC COMPANY'S
FIRST SET OF INTERROGATORIES TO CSXT (NOS. 1-65)

CSX Transportation ("CSX"), pursuant to the Order Establishing Procedure issued in this docket on December 11, 2003, hereby respectfully submits its objections to Tampa Electric Company's ("TECO") First Set of Interrogatories to CSXT (Nos. 1-65) which were served on CSX on February 25, 2004.

GENERAL OBJECTIONS

CSX objects to TECO's First Set of Interrogatories on the grounds set forth in paragraphs A-C below. Each of CSX's responses will be subject to and qualified by these general objections.

A. CSX objects to any interrogatory that calls for the creation of information as opposed to the reporting of presently existing information as an improper expansion of CSX's obligations under the law TECO invokes.

B. CSX objects to any interrogatory that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at

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the time response is first made to these interrogatories or is later determined to be applicable for any reason. CSX in no way intends to waive any such privilege or protection.

C. CSX objects to any interrogatory that calls for confidential proprietary business information and/or the compilation of information that is considered confidential proprietary business information.

SPECIFIC OBJECTIONS

CSX makes the following specific objections to TECO's First Set of Interrogatories. CSX's specific objections are numbered to correspond with the respective numbers of TECO's interrogatories.

3. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

5. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered

into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

6. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

7. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

8. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

9. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such

information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

10. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

11. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

13. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-

disclosure agreement TECO required CSX to execute in this docket. CSX also objects to this interrogatory because it is vague and ambiguous. Without waiving this objection, and subject to TECO executing a non-disclosure agreement as referenced above, CSX will respond to this interrogatory to the best of its ability.

14. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. CSX also objects to this interrogatory because it is vague and ambiguous, because it is overly burdensome, and because it appears to request CSX to compile or prepare information in a form in which it does not already exist. Without waiving these objections, and subject to TECO executing a non-disclosure agreement as referenced above, CSX will attempt to respond to this interrogatory to the best of its ability.

16. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-

disclosure agreement TECO required CSX to execute in this docket.

17. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

18. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

19. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

23. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other

entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. CSX also objects to this interrogatory because it is not reasonably calculated to lead to the discovery of relevant evidence, because it is overly burdensome, and because it would require CSX to compile or prepare information in a form in which it does not already exist. Without waiving these objections, and subject to TECO executing a non-disclosure agreement as referenced above, CSX will respond to this interrogatory to the best of its ability.

24. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

25. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-

disclosure agreement TECO required CSX to execute in this docket.

26. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

27. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

28. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

29. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other

entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

30. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

31. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

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33. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

34. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

35. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

36. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX

will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

37. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

38. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's estimated revenues are not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

39. CSX objects to this interrogatory to the extent that it

calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's return on equity is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

40. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's internal costs of providing coal transportation service are not at issue in this proceeding; rather, TECO's cost

of obtaining such service is at issue. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

41. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket.

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to execution of an appropriate non-disclosure agreement.

48. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. The hauling of phosphate by rail from Central Florida to locations in the United States is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

49. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information

could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. The hauling of phosphate by rail from Florida to locations in the United States is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

50. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an

appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. The hauling of phosphate by rail from Florida to locations in the United States is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

54. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's return on equity is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

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calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's return on equity is not at issue in this proceeding. Without waiving its objection, CSX will provide responsive information subject to execution of an appropriate non-disclosure agreement.

56. CSX objects to this interrogatory to the extent that it calls for confidential, proprietary business information. Such information could be used by TECO or TECO's affiliates, or other entities, to CSX's competitive disadvantage. Accordingly, CSX will respond to this interrogatory only after TECO has entered into an appropriate non-disclosure agreement, similar to the non-disclosure agreement TECO required CSX to execute in this docket. In addition, CSX objects to this interrogatory on the grounds that it seeks information not reasonably calculated to lead to the discovery of admissible evidence relevant to issues in this docket. CSX's profits and rates of return are not at issue in this proceeding. Without waiving its objection, CSX will provide

responsive information subject to execution of an appropriate non-disclosure agreement.

58. CSX objects to this interrogatory on the grounds that it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. CSX also objects to the interrogatory as vague. CSX does not compete in bulk commodity markets, CSX competes in bulk commodity transportation markets. Without waiving these objections, CSX will respond to this interrogatory.

59. CSX objects to this interrogatory on the grounds that it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. Without waiving its objections, CSX will respond to this interrogatory.

60. CSX objects to this interrogatory on the grounds that it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. Without waiving its objections, CSX will respond to this interrogatory.

61. CSX objects to this interrogatory on the grounds that it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. Without waiving its objections, CSX will respond to this interrogatory.

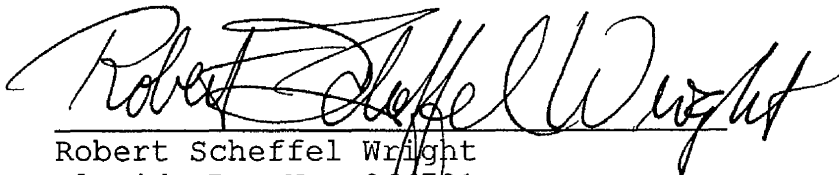
62. CSX objects to this interrogatory on the grounds that

it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. Without waiving its objections, CSX will respond to this interrogatory.

63. CSX objects to this interrogatory on the grounds that it seeks information not likely to lead to the discovery of admissible evidence relevant to issues in this proceeding. Without waiving its objections, CSX will respond to this interrogatory.

Filed this 8th day of March, 2004.

LANDERS & PARSONS



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Counsel for CSX Transportation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and one copy of the foregoing has been filed with the Clerk's Office, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399 and that a true and correct copy of the foregoing has been served by U.S. Mail or hand delivery (*) this 8th day of March, 2004, on the following:

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