

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of the City of  
Marianna to resolve a territorial  
dispute with Chesapeake Utilities  
Corporation/Florida Public Utilities  
Company.

Docket No. 120167-GU

Date: November 28, 2012

**PETITIONER CITY OF MARIANNA'S  
SPECIFIC OBJECTIONS TO FLORIDA PUBLIC UTILITIES COMPANY'S  
FIRST REQUEST FOR PRODUCTION (NOS. 1-33)**

Petitioner, the City of Marianna (the "City"), by and through its undersigned counsel, pursuant to the Order Establishing Procedure, Order No. PSC-12-0555-PCO-GU, Rule 28-106.206, Florida Administrative Code, and Rule 1.350, Florida Rules of Civil Procedure, hereby serves its specific Objections to the First Request For Production (Nos. 1-33), propounded by Florida Public Utilities Company ("FPUC") on November 13, 2012.

**GENERAL OBJECTIONS**

1. With respect to the "Definitions" and "Instructions" in FPUC's Requests, the City objects to any definitions or instructions that are inconsistent with the City's discovery obligations under applicable rules. If some question arises as to the City's discovery obligations, the City will comply with applicable rules and not with any of FPUC's definitions or instructions that are inconsistent with those rules.

2. The City objects to any definition or request that seeks to encompass persons or entities who are not parties to this action or that are not subject to discovery under applicable

COM \_\_\_\_\_  
AFD \_\_\_\_\_  
APA \_\_\_\_\_  
ECO 2  
ENG 2  
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rules.  
3. The City also objects to any request that purports to require the City or its experts to prepare studies, analyses, or to do work for FPUC that has not been done for the City.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

4. The City generally objects to FPUC's Requests to the extent that they call for data or information protected by the attorney-client privilege, the work product doctrine, the trade secret privilege, or any other applicable privilege or protection afforded by law.

5. The City reserves the right to supplement any of its answers or objections to FPUC's Requests if the City cannot locate responsive documents immediately due to their magnitude and the work required to aggregate them, or if the City later discovers additional responsive information in the course of this proceeding.

6. The City further objects to each request on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules which govern this proceeding.

7. The City further objects to each request on the grounds that it may call for the production of materials or information that constitute trade secrets or other confidential research, development, or commercial information.

8. The City objects to these requests, individually and generally, to the extent the requested documents and/or information is in the public domain or equally accessible to FPUC.

9. By making these responses herein, the City does not concede that any request is relevant to this action or is reasonably calculated to lead to the discovery of admissible evidence. The City expressly reserves the right to object to further discovery into the subject matter of any of these Requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

10. In responding to FPUC's Requests, the City has made a reasonable inquiry of those persons likely to possess information responsive to FPUC's Requests and has conducted a reasonable search of those records in the City's possession, custody, or control where the requested information would likely be maintained in the ordinary course of business. To the extent that any of FPUC's requests ask the City to go to greater lengths, the City objects thereto because such requests are overly broad, unduly burdensome, and unreasonable.

11. By making these general objections at this time to FPUC's Requests (Nos. 1-33), the City does not waive or relinquish its right to assert additional general and specific objections to FPUC's discovery at the time the City's response is due under the Florida Rules of Civil Procedure and the Order Establishing Procedure No. PSC-12-0555-PCO-GU. The City provides these objections at this time to comply with the intent of the Order to reduce the delay in identifying and resolving any potential discovery disputes. In addition, the City provides the following specific objections.

#### **SPECIFIC OBJECTIONS TO REQUESTS FOR PRODUCTION**

1. Any and all maps and diagrams that support or reflect the descriptions provided in your response to Interrogatory No.1.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

2. Documents that support the City's assertion at Paragraph 7 that it commenced a project in 2009 designed to provide natural gas service to "industrial and commercial customers" in the Disputed Area, inclusive, but not limited to, any and all documents identified in your response to Interrogatory No.2.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to the request for documents which "support" the cited assertion, as the term "support" is overbroad and not reasonably particular. Subject to the stated objections, the City intends to respond.**

3. Any and all documents that relate to or otherwise support your assertion that "full scale construction work" has commenced in the area around the interchange of Interstate 10 and State Road 71.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as mischaracterizing the Petition's allegations regarding the Expansion Project as a whole and the Expansion Project's construction within the Disputed Area. Subject to the stated objections, the City intends to respond.**

4. Any and all documents that relate to the City's design, construction, and implementation of its plans to serve the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as overbroad and not reasonably calculated to lead to the discovery of admissible evidence since, as written, it is not limited to natural gas service. Subject to the stated objections, the City intends to respond.**

5. The feasibility study referenced at Paragraph 8 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

6. Copies of all documents, including purchase orders, relating to pipe and equipment purchased for the Project, as referenced at paragraph 8 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

7. All documents regarding or relating to the City's franchise agreement with Jackson County.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as overbroad and seeking information not relevant to this proceeding, as the franchise agreement and related documents involve more than the provision of natural gas service to the Disputed Area. Subject to the stated objections, the City intends to respond.**

8. All documents regarding or relating to FPUC's application for a franchise agreement and permit from Jackson County.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as overbroad and seeking information not relevant to this proceeding, as the franchise agreement and related documents involve more than the provision of natural gas service to the Disputed Area. Subject to the stated objections, the City intends to respond.**

9. Any and all documents pertaining to federal or state grants awarded to the City for purposes of or in support of the City's Expansion Project.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

10. Any and all contracts for natural gas service entered into by the City with customers, whose service locations are within the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

11. Any and all documents relating to any financial analysis, economic analysis, or cost-benefit studies performed by the City, or on the City's behalf, that relate to the cost to the City of providing natural gas service in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

12. Any and all documents that pertain to the process and determination of the "most cost-effective means of the financing the Project" as referenced at Paragraph 8 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as mischaracterizing the Petition in using the term "determination" which is not alleged by Paragraph 8 the Petition. Subject to the stated objections, the City will respond.**

13. Any and all maps, diagrams, or other documents that identify and reflect the location and type of facilities installed by the City or on its behalf within the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

14. Any and all documents relied upon by the City in developing the customer and revenue estimates referenced at Paragraph 13 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

15. Any and all documents that relate to the identification or analysis of the costs associated with the City's "option to extend the pipeline" referenced at Paragraph 14 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

16. Any and all documents that relate to permits required, obtained, or applied for by the City in order to realize or commence the City's "option to extend the pipeline" referenced at Paragraph 14 of the Petition.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

17. Any and all documents relating to communications with the County regarding this proceeding or the City's plans to provide natural gas service in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will produce such documents as found after a reasonable search of the records of the custodians expected to have such documents.**

18. Any and all documents relating to the City's assertion at Paragraph 20 of the Petition that the extension of facilities by FPUC into the Disputed Area would "not be prudent or cost-effective."

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

19. Any and all documents relating to communications with FDEP regarding the City's plans to provide service in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to the extent that the request, as written, is not limited to natural gas service. Subject to the stated objections, the City intends to respond.**

20. Any and all documents relating to communications with FDOT regarding the City's plans to provide service in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to the extent that the request, as written, is not limited to natural gas service. Subject to the stated objections, the City intends to respond.**

21. Any and all documents relating to communications with FDEP regarding FPUC's plans to provide service in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to the extent that the**

**request, as written, is not limited to natural gas service. Subject to the stated objections, the City intends to respond.**

22. Documents reflecting the criteria, scope, amount, terms, and conditions of the Grant referenced at Paragraph 21 of the Petition, including, but not limited to, any and all documents identified in your response to Interrogatory 19.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

23. Any and all documents identifying the type and amount of costs the City will incur to extend natural gas service from the Anderson Columbia Asphalt Plant to the interchange of Interstate 10 and State Road 71 and to initiate service to natural gas customers in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

24. Any and all documents that reflect, restate, or otherwise include statements or commitments by the City, whether made directly or indirectly, to any business establishment, commercial entity, or industrial company, regarding the date or dates by which natural gas service from the City would be available in the Dispute Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will produce such documents as found after a reasonable search of the records of the custodians expected to have such documents.**

25. Copies of all awarded contracts relating to materials and supplies for construction of natural gas facilities for the City in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

26. Any study, comparative analysis, scenario, report, recommendation, or proposal created anytime from October 2008 through October 30, 2012, relating to the City providing natural gas service in unincorporated areas of Jackson County, Florida.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as overbroad and not reasonably calculated to lead to the discovery of admissible evidence to the extent it addresses natural gas service outside the Disputed Area or the Expansion Project. The City furthermore objects to the extent such documents are protected as work product related to this proceeding. Subject to the stated objections, the City will respond.**

27. Any and all documents relating to any natural gas transportation service option available from the City.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City also specifically objects to this request as overbroad to the extent it relates to natural gas service outside of the Disputed Area. The City furthermore objects to the extent such documents are protected as work product related to this proceeding. Subject to the stated objections, the City will respond.**

28. Any and all documents identified in your response to Interrogatory 24.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

29. Any and all documents identified in your response to Interrogatory 25.

**OBJECTION: The General Objections stated above are incorporated herein by reference. The City furthermore objects to the extent such documents are protected as work product related to this proceeding. Without waiving any such objections, the City will respond.**

30. Any and all documents identified in your response to Interrogatory 26, including all supporting documentation.

**OBJECTION: The General Objections stated above are incorporated herein by reference. The City furthermore objects to the extent such documents are protected as work product related to this proceeding. Without waiving any such objections, the City will respond.**

31. Any and all documents relating to the City's service reliability, service restoration, or emergency backup plans applicable to natural gas service to customers in the Disputed Area.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

32. Any and all documents that identify or relate to the maximum capacity and volume that the City's natural gas system will be able to accommodate in the Disputed Area, including documents relating to available capacity and volume both with and without interconnection to the Florida Gas Transmission Company lateral referenced at Paragraph 14.

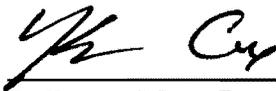
**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

33. Any and all documents relating to consideration, plans, or any proposal of the City to provide or offer a CNG service option.

**OBJECTION: The General Objections stated above are incorporated herein by reference. Without waiving any such objections, the City will respond.**

Dated this 28th day of November, 2012.

**HOLLAND & KNIGHT LLP**



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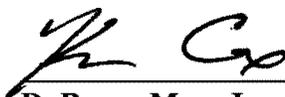
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*Counsel for City of Marianna*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished by hand-delivery to Beth Keating, Gunster, Yoakley & Stewart, P.A., 215 S. Monroe St., Suite 601, Tallahassee, FL 32301-1804 and Martha Brown, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850; and by overnight delivery to Cheryl Martin, Director, Regulatory Affairs, 1641 Worthington Road, Suite 220, West Palm Beach, FL 33409 all on this 28th day of November, 2012.



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