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July 13, 2000

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

**HAND DELIVERY**

RECEIVED-FPSC  
00 JUL 13 PM 5:00  
RECORDS AND REPORTING

Re: Docket No. 000061-EI

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen copies of a proposed Protective Agreement. The parties are in agreement as to all terms of the Protective Agreement with the exception of numbered paragraphs 1 and 2 at pages 2 and 3, which do not contain additional terms requested in motions for reconsideration filed by Respondent Tampa Electric Company on July 6 and Intervenor Odyssey Manufacturing Company on July 7 with respect to Order No. PSC-00-1171-CFO-EI issued June 27, 2000 in this docket.

Please acknowledge this filing by date-stamping and returning the enclosed copy of this letter.

Thank you for your assistance with this filing.

Sincerely,

*John R. Ellis*  
John R. Ellis

APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM 5  
CTR \_\_\_\_\_  
ECR 2  
LEG \_\_\_\_\_  
OPC \_\_\_\_\_ JRE/rl  
PAI \_\_\_\_\_ Enclosures  
RGO \_\_\_\_\_  
SEC 1 cc: All Counsel  
SER \_\_\_\_\_ Trib.3  
OTH \_\_\_\_\_

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08504 JUL 13 8

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

**PROTECTIVE AGREEMENT**

This agreement ("Agreement") is entered into by and between Petitioners, Allied Universal Corporation ("Allied"), and Allied's affiliate Chemical Formulators, Inc. ("CFI"), collectively referred to hereinafter as "Allied/CFI"; Respondent, Tampa Electric Company ("Tampa Electric"); and Intervenor, Odyssey Manufacturing Company ("Odyssey"), by and through their undersigned counsel, and pursuant to Rule 25-22.006, Florida Administrative Code, and Order No. PSC-00-1171-CFO-EI, issued June 27, 2000, in this proceeding.

WHEREAS, Allied/CFI has propounded discovery requests to Tampa Electric in this proceeding seeking certain information regarding Tampa Electric's negotiations with Odyssey for electric service under Tampa Electric's Commercial/Industrial Service Rider ("CISR") tariff (hereinafter referred to as "Confidential Information"); and

WHEREAS, in response to Allied/CFI's discovery requests, Tampa Electric has objected to the production of Confidential Information on the grounds that such information is confidential, competitively sensitive and can be released only to the Commission and its Staff under the express terms of Tampa Electric's Commission approved CISR tariff; and

DOCUMENT NUMBER-DATE

08504 JUL 13 8

FPSC-RECORDS/REPORTING

WHEREAS, Allied/CFI has expressed a need for reasonable access to the Confidential Information in order to resolve their Complaint in this proceeding in an expeditious manner; and

WHEREAS, Tampa Electric shares Allied/CFI's desire to resolve this matter expeditiously and is, therefore, willing to produce Confidential Information, in a manner that does not unduly risk public disclosure of such information, subject to prior Commission approval of this Agreement; and

WHEREAS, the persons subscribing to this Agreement as representatives of Allied/CFI and Odyssey agree to accept such information subject to the conditions of this Agreement,

NOW THEREFORE it is agreed as follows:

1. Disclosure of the requested information to Allied/CFI and to Odyssey shall be limited to representatives of Allied/CFI and Odyssey who have executed the non-disclosure agreement described in paragraph 2 below. Representatives of Allied/CFI and Odyssey who sign the non-disclosure agreement shall not represent any other existing or potential Tampa Electric customer in any negotiations with Tampa Electric for either a Contract Service Agreement ("CSA") under Tampa Electric's Commercial/Industrial Service Rider Tariff ("CISR") or for a negotiated rate for electric service for a period of three years, commencing with the date of the representative's execution of this Agreement. In addition, Allied/CFI and Odyssey representatives who sign the non-disclosure agreement shall not participate directly or indirectly in such negotiations.

2. Confidential Information shall not be disclosed to any person who has not signed the non-disclosure agreement on the form which is attached hereto as Exhibit A and incorporated herein. The non-disclosure agreement ("Exhibit A") requires the person to whom disclosure is made to read a copy of this Agreement and to certify in writing that he or she has reviewed the same and has consented to be bound by its terms. The non-disclosure agreement shall contain the signatory's full

name, business address and telephone number, and the name of the party with whom the signatory is associated. The person executing the non-disclosure agreement shall further certify that he or she is authorized by Allied/CFI or Odyssey to execute the non-disclosure agreement. The signed non-disclosure agreement shall be delivered to counsel for Tampa Electric prior to the disclosure of the information to the signatory.

3. Use of any information obtained by Allied/CFI or Odyssey pursuant to this Agreement will be made solely for the purpose of litigation and for no other purpose. Use in any litigation other than this proceeding of any information obtained by Allied/CFI or Odyssey pursuant to this Agreement shall be accompanied by an appropriate request for confidential classification and treatment of the information.

4. All documents containing Confidential Information, including both originals and all copies, which are provided to Allied/CFI and/or Odyssey or subsequently created by Allied/CFI and/or Odyssey shall be deemed to be held in trust pursuant to this Agreement and shall be returned to Tampa Electric upon the conclusion of litigation involving the matters alleged in this proceeding. No copies or notes of materials provided pursuant to this Agreement may be made except copies or notes to be used by signatories to the non-disclosure agreement. Each such person shall maintain a log, recording the number of copies made of all confidential information, and the persons to whom such copies have been provided. Any note memorializing or recording confidential information shall, immediately upon creation, become subject to all provisions of this Agreement.

5. Those persons who become representatives of Allied/CFI and Odyssey pursuant to this Protective Agreement further agree that:

a. They will treat all information obtained pursuant to this Agreement as

confidential;

- b. No employees or agents of Allied/CFI and Odyssey other than themselves will review or have access to the documents and other information obtained pursuant to this Agreement;
- c. They will not publicly disclose any information obtained pursuant to this Agreement; and
- d. Disclosure to any regulatory or judicial authority of any information obtained pursuant to this Agreement shall be accompanied by an appropriate request for confidential classification and treatment of the information.

6. The parties agree that only representatives who have executed the non-disclosure agreement referred to in paragraph 2 above may review or have access to information obtained pursuant to this Agreement.

7. If any party wishes to use Confidential Information in the course of this proceeding, in testimony filed by that party or in direct or cross-examination of any witness, in rebuttal, or in a proffer of evidence, then the proponent of such evidence shall follow the procedures for use of confidential information set forth in the February 23, 2000 Order Establishing Procedure issued in this proceeding.

8. Each of the parties to this Agreement shall act in good faith to carry out the purposes of this Agreement and neither of them will do anything to deprive the other parties of the benefit of this Agreement. In case of any disagreement between the parties to this Agreement on the meaning or application of this Agreement or over whether each party has complied with it, the parties shall submit the matter, initially, to the Commission for its determination. Nothing in this Agreement

shall constitute a waiver by any party of any right which any party may have to protect trade secrets or proprietary confidential business information contained in the information obtained pursuant to this Agreement by appealing any decision of the Commission or by instituting an original proceeding in any court of competent jurisdiction; nor shall any party's participation in this Agreement be construed as an admission that any information obtained pursuant to this Agreement in fact contains trade secrets or proprietary confidential business information. In the event that the Commission shall rule that any of the information obtained pursuant to this Agreement should be removed from the restrictions imposed by this Agreement, no party shall disclose any such information in the public record for ten (10) business days unless authorized by the providing party to do so. The provisions of this paragraph are entered to enable a party to seek a stay or other relief from an order removing the restrictions of this Agreement from material claimed by any other party be trade secrets or proprietary confidential business information.

9. This agreement shall be binding on the parties to this Agreement from the date of its execution. Each executed copy of this Agreement shall be deemed an original.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kenneth A. Hoffman, Esq.  
John R. Ellis, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
215 South Monroe Street, Suite 420  
Tallahassee, FL 32302-1841  
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Attorneys for ALLIED UNIVERSAL  
CORPORATION and CHEMICAL FORMULATORS, INC.

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Ausley & McMullen  
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Tallahassee, Florida 32301  
(850) 224-9115 (Telephone)  
(850) 222-7560 (Telecopier)

Dated: \_\_\_\_\_

and

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Harry W. Long, Jr., Esq.  
TECO Energy, Inc.  
Legal Department  
P. O. Box 111  
Tampa, FL 33601

Dated: \_\_\_\_\_

Attorneys for TAMPA ELECTRIC COMPANY

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Patrick K. Wiggins, Esq.  
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Dated: \_\_\_\_\_

Attorneys for ODYSSEY MANUFACTURING COMPANY

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