

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: September 25, 2000

**ALLIED/CFI'S RESPONSE IN OPPOSITION
TO ODYSSEY MANUFACTURING COMPANY'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI"), hereinafter referred to collectively as "Allied/CFI," by and through their undersigned counsel, and pursuant to Rule 28-106.204, Florida Administrative Code, submit their response in opposition to the Request for Confidential Classification, Or, Alternatively, Amended Motion for Protective Order ("Request") filed by Odyssey Manufacturing Company ("Odyssey"), and state:

1. The following allegation at Paragraph 11 of Odyssey's Request appears to be a misstatement or misrepresentation of fact:

The documents for which a protective order is sought were submitted by Sentry, an established bleach manufacturer, to Tampa Electric in support of Odyssey's efforts to obtain an electric rate under Tampa Electric's commercial/industrial service rider...

2. TECO's petition for approval of its Commercial/Industrial Service Rider ("CISR") tariff was filed on June 2, 1998, as Docket No. 980706-EI. The CISR tariff was approved in Order No. PSC-98-1081-FOF-EI issued on August 10, 1998.

DOCUMENT NUMBER DATE

12066 SEP 25 8

FPSC-RECORDS/REPORTING

3. It appears from the documents recently produced by TECO to Allied/CFI in this proceeding that the majority of the documents submitted by Sentry to TECO in support of the request for service to Odyssey's proposed new liquid bleach manufacturing facility, were submitted in support of Sentry's request in February and March, 1998 for rates under TECO's rate schedules IS-3 and IST-3. Attached as Exhibits A and B to this response are copies of correspondence dated April 13, 1998 and May 11, 1998, respectively, from TECO employee Patrick H. Allman to Mr. Stephen Sidelko, President, Sentry Industries, which reference "Waiting List for the Interruptible Rate" and which reflect Sentry's application for service under rate schedule IS-3 or IST-3.¹

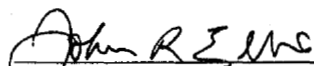
4. The documents identified in Odyssey's Request were neither identified nor produced by TECO to Allied/CFI in response to Request No. 2 of Allied/CFI's First Request for Production of Documents, which called for: "All documents provided by Odyssey to TECO in connection with Odyssey's request for rates under TECO's Commercial/Industrial Service Rider ("CISR") tariff."

5. Allied/CFI does not seek disclosure in this proceeding of the information which is the subject of Odyssey's Request.

WHEREFORE, Allied/CFI requests that Odyssey's Request for Confidential Classification, Or, Alternatively, Amended Motion for Protective Order be denied, and that the Prehearing Officer conduct an *in camera* inspection of the documents in question to determine the appropriate basis for any confidential classification requested.

¹Copies of the April 13, 1998 and May 11, 1998 correspondence are being filed with a request for confidential classification, pursuant to Order No. PSC-00-1171-CFO-EI, issued on June 27, 2000, and the Protective Agreement in this proceeding. However, it appears that this correspondence is not entitled to protection and classification as proprietary confidential business information under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Ellis", is written over a horizontal line.

Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Eckenia, 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.

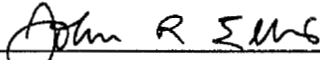
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Allied/CFI's Response in Opposition to Odyssey Manufacturing Company's Request for Confidential Classification was furnished by U. S. Mail to the following this 25th day of September, 2000:

Robert V. Elias, Esq.
Marlene Stern, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, Florida 32399-0850

Scott J. Fuerst, Esq.
Ruden, McClosky, et al.
200 East Broward Blvd.
Ft. Lauderdale, FL 33301

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


John R. Ellis

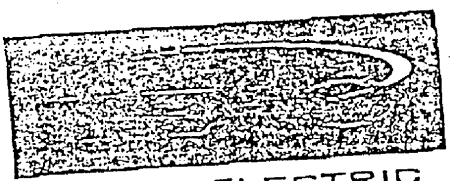
Harry W. Long, Jr., Esq.
TECO Energy, Inc.
Legal Department
P. O. Box 111
Tampa, FL 33601

Allied/response3.reconsid

Patrick K. Wiggins, Esq.
Wiggins & Villacorta
P. O. Box 1657
Tallahassee, FL 32302

Wayne L. Schiefelbein, Esq.
P. O. Box 15856
Tallahassee, FL 32317-5856

CONFIDENTIAL



TAMPA ELECTRIC

April 3, 1998

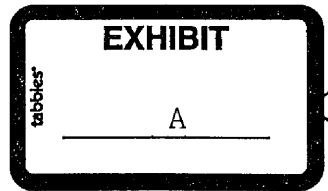
Mr. Stephen Sidelko
President, Sentry Industries
5687 N.W. 36th Ave
Miami, Florida 33142

Re: Waiting List for the Interruptible Rate

Dear Steve,

Sincerely,

Patrick H. Allman
Account Manager
Bulk Power - Industrial Accounts



CONFIDENTIAL

TAMPA ELECTRIC COMPANY

SIXTH REVISED SHEET NO. 7.100
CANCELS FIFTH REVISED SHEET NO. 7.100

TARIFF AGREEMENT FOR THE PURCHASE OF INTERRUPTIBLE SERVICE

This agreement is made and entered into this 24 day of APRIL,
19 78, by and between ODYSSEY, LTD c/o S.W. Sidell

_____, (hereinafter called the
Customer) and Tampa Electric Company, a corporation organized in and existing
under the laws of the State of Florida, (hereinafter called the Company).

WITNESSETH:

WHEREAS, interruptible service is supplied under rate schedule IS-3 or
IST-3 for billing demands over 499 KW and IS-3 or IST-3 customers must take
service at primary voltage as defined in this contract or higher voltage.

WHEREAS, the electric energy supplied under Schedule IS-3 or IST-3 is
subject to immediate interruption or curtailment whenever any portion of such
energy is needed by the Company for the requirements of its firm customers or
to comply with requests for emergency power to serve the needs of firm
customers of other utilities.

WHEREAS, primary voltage is defined as:

"The voltage level in a local geographic area which is
available after the Company has provided one
transformation from the transmission system. For
service taken at primary voltage, all additional
transformation shall be customer-owned."

NOW; THEREFORE, in consideration of the mutual covenants expressed
herein, the Company and the Customer agree as follows:

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FOURTH REVISED SHEET NO. 7.101
CANCELS THIRD REVISED SHEET NO. 7.101

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule IS-3 or IST-3, as currently approved by the Florida Public Service Commission (hereinafter the Commission) or as said rate schedule may be modified in the future and approved by the Commission. The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedules IS-3 and IST-3 are attached hereto as Exhibit "A" and made a part hereof.

2. The Company will notify the Interruptible Customer as soon as possible via teletype or other device before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

3. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service by remote control or otherwise.

4. Once a new Customer qualifies for the interruptible rate, and has executed this agreement, necessary engineering will be performed, the interrupting equipment will be ordered, and an installation date will be scheduled. The period of time for commencing the rate shall not exceed six months from the date this Agreement is executed.

Term of Agreement

5. The initial term of this Agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of

CONFIDENTIALFOURTH REVISED SHEET NO. 7.102
CANCELS THIRD REVISED SHEET NO. 7.102

TAMPA ELECTRIC COMPANY

ceasing to take service under the rate schedule attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to receive interruptible service as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain an interruptible customer of the Company.

Maximum Duration and Frequency of Interruption Limits

6. There shall be no limit to durations or frequency of interruptions as a result of capacity shortages.

Third Party Power Purchases

7. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from neighboring utilities during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of the interruptible rate (Exhibit "A").

8. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

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THIRD REVISED SHEET NO. 7.103
CANCELS SECOND REVISED SHEET NO. 7.103Other Provisions

9. The Customer agrees to provide space for the Company's teletype or other equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of "Third Party Purchases" and generating deficiencies. In the absence of teletype equipment, the Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

10. Except as provided for in paragraph 11 hererof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

11. This agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

13. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved

CONFIDENTIAL

ORIGINAL SHEET NO. 7.104

TAMPA ELECTRIC COMPANY

by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

ALSO SEE PAT ALMAN LETTER 4/3/98 ATTACHED.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

[Signature]
[Signature]

ODYSSEY, LTD
(Interruptible Customer)

by: [Signature] S.W. Sidelko
Its President

Attest: [Signature]

Witnesses:

TAMPA ELECTRIC COMPANY
by: _____

Its _____

Attest: _____

ADDRESS ALL CORRESPONDENCE TO
ODYSSEY, LTD c/o S.W. Sidelko
5687 NW 36th AVE MIAMI, FL 33142



TAMPA ELECTRIC

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TAMPA ELECTRIC COMPANY
PAGE 84 OF 278

May 11, 1998

Mr. Stephen Sidelko
President, Sentry Industries
5687 N.W. 36th Ave
Miami, Florida 33142

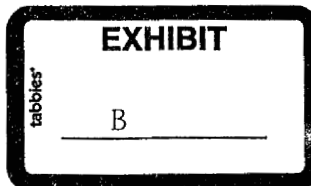
Re: Waiting List for the Interruptible Rate

Dear Steve,

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Allman', is written over a circular stamp or mark.

Patrick H. Allman
Account Manager
Bulk Power - Industrial Accounts



TAMPA ELECTRIC COMPANY
P. O. BOX 111 TAMPA, FL 33601-0111

AN EQUAL OPPORTUNITY COMPANY
[HTTP://WWW.TECOENERGY.COM](http://www.tecoenergy.com)

(813) 228-4111

CUSTOMER SERVICE:
HILLSBOROUGH COUNTY (813) 223-0800
OUTSIDE HILLSBOROUGH COUNTY 1 (888) 223-0800