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March 1, 2000

HAND DELIVERY

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RECORDS AND REPORTING

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

Re: Docket No. 000061-EI

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI") are the original and fifteen copies of Allied/CFI's Emergency Motion to Enforce Order No. PSC-00-0392-PCO-EI and Compel Depositions.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,

John R. Ellis

AFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
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MAS 3 _____
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SEC I _____
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JRE/rl
2 Enclosures
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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
02708 MAR-18
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: March 1, 2000

**ALLIED/CFI'S EMERGENCY MOTION TO
ENFORCE ORDER NO. PSC-00-0392-PCO-EI
AND COMPEL DEPOSITIONS**

Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI"), hereinafter collectively referred to as "Allied/CFI," by and through their undersigned counsel, and pursuant to Rule 28-106.206, Florida Administrative Code and Rule 1.380, Florida Rules of Civil Procedure, move for an Order requiring Tampa Electric Company ("TECO") to produce its employees, Larry Rodriguez and Bill Ashburn, to give deposition testimony on March 3, 2000, and state:

1. Rule 28-106.211, Florida Administrative Code, authorizes the Prehearing Officer in this proceeding to issue any orders necessary to effectuate discovery, prevent delay, and promote the just, speedy, and inexpensive determination of all aspects of the case.

2. The Order Establishing Procedure and Responding to Complainant's Motion for Expedited Responses to Discovery Requests, Order No. PSC-00-0392-PCO-EI issued February 23, 2000, provides (at page three) that Allied/CFI may conduct a deposition at any reasonable time at least five days after the issuance of the order.

DOCUMENT NUMBER-DATE

02708 MAR-18

FPSC-RECORDS/REPORTING

3. On February 25, 2000, counsel for Allied/CFI contacted counsel for TECO and requested TECO to produce Mr. Rodriguez and Mr. Ashburn to give deposition testimony on March 2 or 3, 2000. The scope of the deposition testimony requested was expressly limited to the subject of TECO's CISR tariff rate negotiations with Allied/CFI, pending determination of Allied/CFI's Petition to Examine and Inspect Confidential Information and TECO's Motions for Protective Orders as to the issues of the confidentiality of TECO's CISR tariff rate negotiations with Allied/CFI's business competitor, Odyssey Manufacturing Company, and other issues.

4. On February 29, 2000, TECO's counsel advised Allied/CFI's undersigned counsel that TECO will not produce Mr. Ashburn or Mr. Rodriguez for depositions pending determination of the Petition to Examine and Inspect Confidential Information and the Motions for Protective Orders, because TECO takes the position that all information concerning CISR tariff rate negotiations may only be disclosed to the Commission and its staff pursuant to the confidentiality terms of TECO's CISR tariff, including the subject of TECO's CISR tariff rate negotiations with Allied/CFI. A copy of TECO's CISR tariff is attached to this Motion as Exhibit A.

5. A copy of Allied/CFI's Notice of Deposition, scheduling the depositions of Mr. Ashburn and Mr. Rodriguez for March 3, 2000 at 9:00 a.m. and 11:00 a.m. respectively, is attached to this Motion as Exhibit B. The Notice of Deposition provides that the deposition testimony shall be given subject to execution of an appropriate protective agreement.

6. On February 21, 2000, Allied/CFI filed the Direct Testimony of Robert M. Namoff, based on the date of February 21, 2000 for filing of direct testimony from Complainant established in the Case Assignment and Scheduling Report issued on February 3, 2000. On February 23, 2000, the Order Establishing Procedure and Responding to Complainant's Motion for Expedited Responses

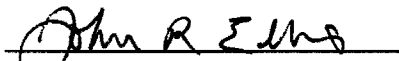
to Discovery Requests, Order No. PSC-00-0392-PCO-EI, was issued, establishing a new controlling date of March 6, 2000, for Allied/CFI's direct testimony and exhibits.

7. Pursuant to Order No. PSC-00-0392-PCO-EI, Allied/CFI needs to conduct discovery as expeditiously as possible in view of the April 5, 2000 hearing date in this action. Allied/CFI may file additional direct testimony by March 6, 2000, based upon such discovery as it may conduct before March 6 and pending determination of the Petition to Examine and Inspect Confidential Information and Motions for Protective Orders.

8. TECO's refusal to produce Messrs. Ashburn and Rodriguez for depositions for the purposes requested by Allied/CFI is a direct violation of Order No. PSC-00-392-PCO-EI and will impede Allied/CFI's efforts to pursue its testimony for hearing.

WHEREFORE, Allied/CFI requests that the Prehearing Officer grant this emergency motion and issue an Order compelling TECO to produce Mr. Rodriguez and Mr. Ashburn to give deposition testimony on March 3, 2000, at the offices of Allied/CFI's counsel in Tallahassee, concerning the subject of TECO's CISR tariff rate negotiations with Allied/CFI.

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, 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/CFT's Motion to Compel Depositions was furnished by hand delivery and/or by facsimile telecopier (*) to the following this 1st day of March, 2000:

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

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

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



JOHN R. ELLIS

Allied/compel

Commercial / Industrial Service Rider

SCHEDULE: CISR

AVAILABLE: Entire Service Area. Available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's Tariff Schedules GSD, GSdT, GSLD or GSLDT. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Service under this rider may not begin before January 1, 2000. Resale not permitted.

This rider will be closed to further subscription by eligible customers when one of the three conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 300 megawatts of connected load; (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider, or (3) Forty-eight months has passed from the initial effective date. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Tampa Electric is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Tampa Electric.

APPLICABLE: Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

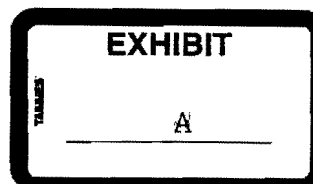
Applicable Load must qualify for and be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

Continued to Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000



Continued from Sheet No. 6.700

Retained Load: For Customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months; or

For Customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

New Load: 1,000 KW of installed, connected demand.

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

CHARACTER OF SERVICE: This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Continued to Sheet No. 6.720

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000

Continued from Sheet No. 6.710

MONTHLY CHARGES: Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:
\$250.00

Demand/Energy Charges:

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges, or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

Provisions and/or Conditions Associated with Monthly Charges:

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

SERVICE AGREEMENT: Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued from Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000

Continued from Sheet No. 6.720

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

JAN 1 2000

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)
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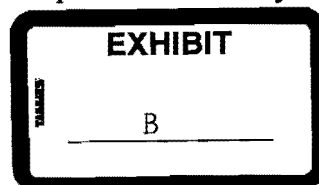
Docket No. 000061-EI

NOTICE OF DEPOSITION

Notice is hereby given that Allied Universal Corporation ("Allied") and Chemical Formulators, Inc. ("CFI") will take the deposition testimony, pursuant to Rule 28-106.206, Florida Administrative Code, and Rule 1.310, Florida Rules of Civil Procedure, of Tampa Electric Company ("TECO") employees Bill Ashburn and Larry Rodriguez, on March 3, 2000, at 9:00 a.m. and 11:00 a.m. respectively, at the offices of Allied's and CFI's undersigned counsel, Rutledge, Ecenia, Purnell & Hoffman, P.A., 215 South Monroe Street, Suite 420, Tallahassee, Florida 32301.

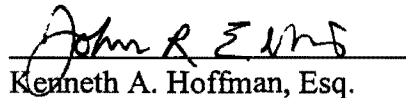
The depositions shall be taken before any court reporter authorized under Rule 1.300, Florida Rules of Civil Procedure, to administer oaths and record testimony, who is not of counsel to the parties or interested in the outcome of the proceeding. The depositions are being taken for the purpose of discovery, and may be used for such purposes as are permitted under the Florida Rules of Civil Procedure.

The depositions and all transcripts and excerpts of transcripts of the deposition testimony shall be considered proprietary confidential business information pursuant to Rule 25-22.006(b), Florida Administrative Code, and the deposition testimony shall be given subject to execution of an



appropriate protective agreement. The subjects of the depositions shall be limited to the issues of TECO's negotiations with Allied/CFI for rates under TECO's Commercial/Industrial Service Rider Tariff, pending determination of Allied/CFI's Petition to Examine and Inspect Confidential Information and TECO's Motions for Protective Orders.

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, Ecenia, 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

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L. Lee Willis, Esq.
James D. Beasley, Esq.
Ausley & McMullen
227 South Calhoun Street
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Robert V. Elias, Esq.
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JOHN R. ELLIS