ORIGINAL

Florida Power & Light Company, 215 S. Monroe St., Suite 810, Tallahassee, FL 32301

R. Wade Litchfield
Senior Attorney
Florida Authorized House Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 691-7101
(561) 691-7135 (Facsimile)

October 11, 2004

VIA HAND DELIVERY
Ms. Blanca S. Bayó, Director
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
Betty Easley Conference Center
2540 Shumard Oak Boulevard, Room 110
Tallahassee, FL 32399-0850

Re: Fuel and Purchased Power Cost Recovery Clause and Generating Performance Incentive Factor – Docket No. 040001-EI

Dear Ms. Bayó:

Enclosed for filing in the above-referenced docket are the original and seven (7) copies of Florida Power & Light Company's Response in Opposition to Joint Motion of the Citizens of the State of Florida, the Florida Industrial Power Users Group, Power Systems Manufacturing, LLC and Tom Churbuck to Remove Issues Related to Proposed Unit Power Sales Agreements from the Fuel Adjustment Docket. Also enclosed is a diskette containing the electronic version of the Response in Microsoft Word.

Please contact me if you have questions regarding this filing.

Sincerely,

Lyne D. Adams

for R. Wade Litchfield

CMP ____
COM S
CTR ____
ECR ____
GCL ____
OPC ____
MMS ____
RCA ____
SCR ____
SEC 1
OTH ____

RWL:ec
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Fuel and Purchased Power Recovery Clause and Generating Performance Incentive Factor	))))	DOCKET NO. 040001-EI Filed: October 11, 2004

FLORIDA POWER & LIGHT COMPANY'S RESPONSE IN OPPOSITION TO JOINT MOTION OF THE CITIZENS OF THE STATE OF FLORIDA, THE FLORIDA INDUSTRIAL POWER USERS GROUP, POWER SYSTEMS MANUFACTURING, LLC AND TOM CHURBUCK TO REMOVE ISSUES RELATED TO PROPOSED UNIT POWER SALES AGREEMENTS FROM THE FUEL ADJUSTMENT DOCKET

Florida Power & Light Company ("FPL"), pursuant to Rule 28-106.204, Florida Administrative Code, responds in opposition to the Joint Motion of the Citizens of the State of Florida ("Citizens") and the Florida Industrial Power Users Group ("FIPUG") to Remove Issues Related to Proposed Unit Power Sales Agreements from the Fuel Adjustment Docket filed October 4, 2004, and the Motion of Power Systems Manufacturing, LLC and Tom Churbuck[1] to Remove Issues Related to Proposed Unit Power Sales Agreements from the Fuel Adjustment Docket and Notice of Joinder filed October 7, 2004 in the above proceeding (referred to collectively as the "Joint Motion") and states:

---

[1] Unless stated otherwise, references to "Movants" are to Citizens, FIPUG, Power Systems, LLC and Tom Churbuck, and references to "Party Movants" are to Citizens and FIPUG. As of the date this Response is being filed, Neither Power Systems Manufacturing, LLC, nor Tom Churbuck has been granted intervenor status in this docket. FPL responds to the Joint Motion notwithstanding and without waiving its previously stated arguments for denying intervention to Power Systems Manufacturing, LLC, and Tom Churbuck. See FPL's response in opposition to petitions to intervene of Power Systems Mfg., LLC, and Thomas K. Churbuck, filed September 27, 2004; FPL's notice of supplemental authority for response in opposition to petitions to intervene of Power Systems Mfg., LLC, and Thomas K. Churbuck, filed Oct. 1, 2004, pp. 3-4.

Background

On September 9, 2004, in accordance with the Order Establishing Procedure, Order No. PSC-04-0161-PCO-EI (issued Feb. 17, 2004), FPL filed testimony in the above-referenced docket in support of its petition for levelized fuel and capacity cost recovery. As part of this filing, FPL requested approval for purposes of cost recovery through the capacity cost recovery clause and the fuel and purchased power cost recovery clause of three purchased power contracts ("UPS Replacement Contracts" or "Contracts") with subsidiaries of the Southern Company representing 955 MW of capacity. As expressed in the testimony of FPL Witness Thomas L. Hartman, the purpose of the Replacement Contracts is to allow FPL to cost-effectively continue many of the benefits provided by the current supply arrangements under the Unit Power Sales Agreement (the "UPS Agreement") between FPL and subsidiaries of the Southern Company that is set to expire May 31, 2010.

2. FPL opposes the Joint Motion for three principal reasons. First, granting the Joint Motion effectively could amount to a denial of the UPS Replacement Contracts and result in the loss of real benefits to customers. Second, contrary to the assertions of Movants, the issues presented by the UPS Replacement Contracts are not complex and need not be removed for review in a separate docket in order for the Commission and others to reach a reasoned decision regarding the merits of going forward with the Contracts. Third, despite Movants' contentions, this docket is the appropriate vehicle through which to review the Contracts.

Granting the Joint Motion could be the effective denial of the UPS Replacement Contracts

3. The UPS Replacement Contracts present a unique opportunity for FPL and its customers that could be missed if the Commission's action in this regard is delayed. As discussed in the testimony of Mr. Hartman, FPL believes the Contracts are in the best interests of

its customers.[2] But to be certain that the Commission would agree, FPL filed the Contracts for Commission approval. Understandably in order to preserve its option to market the power elsewhere if necessary, Southern Company was reluctant to agree to an open-ended condition precedent such as Commission approval without a time limitation. The most that Southern Company was willing to agree to is to allow FPL until the later of (i) the date when FPL secures the necessary transmission rights to deliver the SoCo power to FPL's system, or (ii) approximately six months (180 days) after the contracts were executed to terminate the contracts if the Commission does not approve them. If transmission rollover rights are granted prior to the expiration of the 180 days, --a distinct possibility--, FPL would have until early February 2005 by which to obtain a final order from the Commission, or could be constrained to reject the contracts. Given these considerations, granting the Joint Motion could be tantamount to denial of the UPS Replacement Contracts and result in the loss of associated benefits.

4. FPL respectfully submits that the only interests served by the loss of such a window of opportunity would be those of the merchant industry. Not surprisingly, the two witnesses whose testimony FIPUG sponsors are employees of merchant power companies – LS Power Development, LLC ("LS Power") and Northern Star Generation Services Company, LLC

[2] As described in Mr. Hartman's testimony, the benefits of the UPS Replacement Contracts are significant and include a reduction in energy price volatility due to the firm coal component, as well as the ability to purchase low cost base load energy from the Southeastern Electric Reliability Council region during the off-peak periods. These contracts also provide increased system reliability due to the ability to purchase power from outside the State, as well as delivery of gas to these units via a pipeline that is independent of the two existing pipelines in Florida. The shorter term nature of the contracts allows FPL to broaden the range of generation options for the future as opposed to an accelerated commitment to additional natural gas generation in 2010. Further, these contracts enable FPL to retain firm transmission rights that will give FPL greater resource choices in the future. FPL believes that these benefits more than offset any perceived advantages associated with accelerating the construction of combined cycle self-build options listed in its Ten Year Site Plan, thus making the UPS Replacement Contracts the best alternative for FPL's customers.

("Northern Star"). Also not surprising, the proxy interventions of Calpine Corporation, namely Power Systems Manufacturing, LLC, a subsidiary of Calpine Corporation ("Calpine Subsidiary") and Thomas Churbuck, president of Calpine Subsidiary ("Calpine Subsidiary Officer") have joined in support of the Joint Motion. In fact, Mr. Dismukes testimony filed on October 4, 2004 in this proceeding, ostensibly on behalf of Calpine Subsidiary and Calpine Subsidiary Officer, also purports to be sponsored by FIPUG "because it is consistent with the group's stated policy of supporting wholesale competition for electric supply." Dismukes Testimony at page 2, attached as Appendix A.[3]

5. It requires no great insight to conclude that the interests of Calpine, LS Power and Northern Star (the "Merchants") favor any delay in the process that would potentially scuttle this opportunity. The Merchants would oppose a rollover of transmission rights to FPL and its native load customers because it would make bringing power from out of state (and not from in-state merchant assets) more feasible, thereby putting downward pressure on wholesale power prices in Florida and diminishing the market value of in-state merchant assets. For the same reasons, the Merchants also would benefit from the failure of FPL to conclude any resource acquisition that does not include them.[4] The Commission should not entertain a request for delay that is nothing

---

[3] If there remained even a shred of doubt regarding the true interests beneath the interventions of Mr. Churbuck and Power Systems Manufacturing, LLC, this statement in Mr. Dismukes' testimony fully exposes the real agenda being pursued in the guise of consumer activism.

[4] Calpine and the other merchant power interests in this proceeding imply that a Request for Proposals ("RFP") is required in this instance. Such an implication is incorrect, a fact well known to Calpine. In fact, to the contrary, because of the benefits of the UPS Replacement Contracts in terms of system reliability, FPL submits that it is consistent with Commission policy that an RFP not be required. FPL notes that Rule 25-22.082, Florida Administrative Code (the "Bid Rule"), which requires utilities to issue RFPs in connection with generation additions subject to the Power Plant Siting Act, Section 403.519, Florida Statutes, does not require the issuance of RFPs for power purchase agreements. As one of the principal participants in the Bid Rule amendment proceedings in Docket No. 020398-EI, and a proponent of such a requirement,

more than a thinly veiled effort on behalf of the Florida merchant industry to provoke the loss of an opportunity for FPL to preserve firm transmission rights into the Southeastern Electric Reliability Council region for the benefit of FPL customers and to prevent the consummation of a purchased power arrangement with someone other than themselves.[5]

The issues presented by the UPS Replacement Contracts are not too complex to be considered in this proceeding

6. Movants attempt to justify their request to remove the UPS Replacement Contracts from this proceeding on the basis of their allegations that the issues are too complex to consider in the time allotted and that more information is required. There are a couple of points worth noting regarding this contention. First, Movants' inaction in this matter prior to filing the Joint Motion belies any legitimate interest in understanding issues, or gathering information in connection with a review of the Contracts. In this regard, moreover, testimony filed by merchant interests on behalf of FIPUG, Calpine Subsidiary and Calpine Subsidiary Officer, providing further argument in support of the Joint Motion, clearly reveals the true purpose of the Joint

---

Calpine is aware that the Commission considered and rejected on jurisdictional grounds the notion that RFPs should be required for power purchase agreements. See September 19, 2002, Staff Recommendation, Docket No. 020398-EI, at p. 12; September 30, 2002, Special Agenda Conference to Consider Amendments to Rule 25-22.082, Florida Administrative Code, Tr. at pp. 166-168, 276-277. Further, subsection (18) of the Bid Rule embodies the policy that, even for generation additions that are subject to the Power Plant Siting Act, there are times when the utility needs the flexibility to make generation supply decisions for the sake of reliability and other benefits to its customers without being constrained by an RFP process. This policy fosters FPL's ability to achieve a diverse portfolio of supply resources for the benefit of customers. In this instance, by negotiating and entering into the UPS Replacement Agreements, FPL took advantage of an opportunity for its customers that may not have been available had FPL elected to go through a solicitation or request for proposals RFP process due, in part, to the length of an RFP process. Thus, even if the Bid Rule contained a requirement that all purchased power agreements be obtained through an RFP process, the UPS Replacement Contracts would fall well within the scope of the exemption in subsection (18). Clearly, FPL has complied both with the spirit and the letter of the Bid Rule.

[5] It is ironic that the Movants purport to support wholesale competition, but do not want another competitive source of power in the state.

Motion, --something decidedly different than stated in the Joint Motion. Second, in any event, the issues presented by the UPS Replacement Contracts are not too complex to be reviewed in this proceeding, a point corroborated by the very testimony that attempts to support the Motion.

7. At no time prior to filing their Motion did Party Movants contact FPL to express any concern whatsoever regarding the schedule, their ability to gather information, or any other matter at all regarding the Contracts. The Contracts, and FPL's intent to submit them for approval as part of this proceeding, were first brought to the attention of the parties at the third of Staff's periodic status meetings with FPL, which was held on August 26, 2004. FPL made a presentation on the Contracts and advised the parties that FPL would be (i) seeking approval of the Contracts at the November 2004 hearing in this docket and (ii) submitting testimony in support of Contract approval as part of the September 9, 2004, projection filing. Staff asked several questions and requested additional information to prepare for the September 9 filing. By contrast, though representatives of the Party Movants attended the August 26 meeting, they asked no questions and voiced no objection to FPL's seeking approval of the Contracts at the November hearing. Staff held an additional meeting with FPL on September 17, 2004, to allow Staff and other parties to ask questions about the filing, including the testimony supporting approval of the Contracts. Again, Staff asked questions about the Contracts and the Party Movants were represented, but expressed none of the concerns they articulate now in their Motion.[6] Party Movants have not contacted FPL at any time since the September 9 filing to request any information. Suddenly, on October 4th, and again without contacting FPL as is

[6] Counsel for Calpine Corporation entered the September 26 meeting after it had begun and without identifying himself to FPL who was participating by phone, and then attempted to ask questions of FPL's witness at the end of Staff's inquiry. At that time, neither Calpine, nor anyone as proxy for Calpine, had filed any request for intervenor status in the proceeding. Consequently, FPL declined the opportunity to answer questions from Calpine's counsel.

required by Rule 28-106.204(3), Florida Administrative Code, the Party Movants filed their Joint Motion to remove the Contract issues from this proceeding. Also on October 4, as mentioned above, FIPUG filed testimony of two representatives from the merchant power industry, testimony that supports the Joint Motion. Not surprisingly, Mr. Dismukes' testimony filed the same date on behalf of Calpine Subsidiary and Calpine Subsidiary Officer (as well as FIPUG) is largely devoted to supporting the Joint Motion. Naturally, FPL was a little surprised at the level and extent of "concern" expressed in the Joint Motion given the total lack of contact and questions from Party Movants up to that point.

8. The failure of Party Movants at any point prior to filing the Joint Motion to raise any of the concerns now raised in the Motion, and noting in particular their failure to contact FPL prior to filing the Motion and supporting testimony, could certainly be interpreted as something other than a legitimate attempt at promoting a meaningful review of the Contracts. **As discussed above, the interests that will be served by the delay requested in the Motion are not in alignment with those of FPL's customers, but those of the Florida merchant power industry.** In fact, it is through testimony filed on behalf of FIPUG, Calpine Subsidiary, and Calpine Subsidiary Officer, that the real purpose behind the Joint Motion is revealed and its arguments are uncloaked as arguments of convenience, serving simply as a means to the merchant industry's own self-interested ends.

9. In any event, contrary to Movants' claims, the issues presented by the UPS Replacement Contracts are not complex. The expiring UPS Agreement provides energy and 930 MW of capacity for use in serving FPL's customer load. The original UPS Agreement was approved by Commission Order No. 11217, Docket No. 820155-EU (issued Oct. 1, 1982). As discussed in Mr. Hartman's direct testimony, the UPS Replacement Contracts would replace the

expiring UPS Agreement and preserve and improve upon many benefits of the expiring UPS Agreement. Moreover, this is not a case where FPL has suggested that the benefits of the Contracts can be precisely quantified and measured on a net present value basis with other comparable resource options. Quite the opposite is true. FPL has presented the Contracts for approval on the strength of several important benefits that, for the most part, are not susceptible of quantification. Thus, unlike a proceeding in which the relative costs of otherwise comparable resource options may be the principal issue, no amount of discovery or protraction of the schedule will better enable an intervenor, or for that matter the Commission, to arrive at a reasoned decision in what essentially is to be a question of judgment rather than measurement.[7]

10. As a matter of industry and economic theory, the benefits articulated by FPL are apparent on their face. One may legitimately question the extent to which these benefits may actually materialize, but their potential for value to FPL's customers cannot be disputed. In this regard, it is noteworthy that even those whose pre-filed testimony supports the Joint Motion are very careful not to disagree with the theory of the benefits, framing their disagreement instead in terms that question "the extent" of the benefits likely to be realized and/or alleging that, in any event, the benefits do not justify moving forward with the Contracts.[8] Of course, as noted, these arguments miss the point. FPL itself has not attempted to quantify what is inherently unquantifiable, and has not proposed in any way that the Company's request or the

[7] On the other hand, as in past cases before this Commission, Calpine Corporation already has attempted to use this discovery in this proceeding to conduct competitive intelligence gathering. See FPL's response in opposition to petitions to intervene of Power Systems Mfg., LLC and Thomas K. Churbuck, filed September 27, 2004; FPL's notice of supplemental authority for response in opposition to petitions to intervene of Power Systems Mfg., LLC and Thomas K. Churbuck, filed Oct. 1, 2004, pp. 3-4.

[8] See, e.g., Direct Testimony of David E. Dismukes, pp. 15-23, 33-35.

Commission's decision in this matter is or should be predicated upon a strict quantitative comparison.

11. Significantly, opposing testimony representing merchant power interests filed in this docket either expressly or implicitly concludes that FPL has failed to meet its burden of proof to have the contracts approved. Such a position, of course, is inconsistent with the Joint Motion's fundamental position that more time is required. FPL believes the Commission can reach a decision regarding the UPS Replacement Contracts on the basis of the testimony submitted. FPL accepts that if the Commission does not agree that the benefits identified by FPL through testimony filed in this docket justify the UPS Replacement Contracts, FPL will diligently pursue other resource options to ensure that the needs of its customers are met following expiration of the UPS Agreement. Curiously, those who filed testimony and who support the Joint Motion, are not similarly inclined.

12. Whereas, the merchant industry representatives appearing as witnesses for FIPUG and Mr. Dismukes conclude, on the basis of the evidence offered by FPL that FPL has failed to meet its burden of proof, the Joint Motion states that more time is needed to review the Contracts. Nowhere do these witnesses indicate or even imply that their recommendations might be different if they had more time or more information.[9] They've reached their conclusions on the basis of their review of FPL's filings and, presumably, their own professional judgment. Having reached those conclusions, it is curious why these same interests would not be content to allow the Commission likewise to consider in this proceeding whether indeed FPL has met its burden of proof and demonstrated the merits of moving forward with the Contracts. Their cries,

[9] Of course, there is no intimation, nor even the smallest of hints, in any of the opposing testimony filed that were additional time and discovery allowed such a party might change its position and conclude that the Contracts should be approved.

and the Joint Motion's request to remove the UPS Replacement Contract issues from this Docket ring hollow.

The UPS Replacement Contracts should be considered in this docket

13. The Commission should consider FPL's UPS Replacement Contracts at the hearing scheduled in this docket. This is precisely the docket for consideration of these contracts and FPL filed its request consistent with the established procedural schedule. The purpose of the fuel and purchased power clause is to allow a mechanism for utilities to recover the prudently incurred costs associated with power purchase agreements and to compensate for day-to-day fluctuations in the cost of fuel that cannot be anticipated in base rates. See In re: General investigation of fuel adjustment clauses of electric companies, Docket No. 74680-CI, Order No. 6357 (issued Nov. 26, 1974). The clause also operates so as to pass on to the customer any savings realized by the utility from decreased costs. See id. citing Order No. 2515-A (issued April 24, 1959).

14. In support of their Joint Motion to remove issues related to the UPS Replacement Contracts from the fuel and purchased power cost recovery proceeding, Movants quote language from the 030001-EI hearing transcript to the effect that the benefits in terms of efficiency of the fuel and purchased power cost recovery process is outweighed by the desire to proceed cautiously on "issues [that] aren't as routine as they've been in the past" and "significant policy issues." See Joint Motion at p. 3, citing Docket No. 030001-EI Hearing Transcript at 1277-78. Through this comparison to the issues moved to a separate docket during the 2003 fuel proceedings, the Movants liken the request for approval of the UPS Replacement Contracts to the affiliate transaction issues that arose in Docket No. 030001-EI. FPL respectfully submits that such a comparison is misplaced.

15. FPL's UPS Replacement Contracts present issues that are appropriate and ripe for consideration in this proceeding, and Movants have indigenous resources capable of reviewing a purchased power agreement well within the time frame that exists in this case. Indeed, their witnesses already have reviewed the Contracts and offered their professional opinion that they should be rejected. The issues are "routine" in that the Commission has approved FPL purchase power agreements with Southern Company and other companies in previous clause proceedings. Further, there are no "significant policy issues" involved in the Commission' consideration of the UPS Replacement Contracts. Rather, the consideration of the UPS Replacement Contracts is fact-based in that the issue is whether the opportunity FPL seeks to seize for its customers is reasonable and prudent. Unlike the affiliate issues involved in the spin-off of the 2003 fuel adjustment docket, there are no affiliate issues and FPL's unique opportunity may be lost if Commission action is delayed.

16. Movants assert that following the procedural schedule established for this docket will deny them due process. This suggestion is incorrect, and Movants cite no cases in support of their assertion. The Order Establishing Procedure in this docket requires that all issues be identified by the time of the prehearing conference, which is scheduled for October 25, 2004. All of the parties to the docket have filed their preliminary issues, which include issues related to whether the Commission should approve the UPS agreements. Further, the procedural schedule has not hindered the intervenors' ability to file direct testimony in support of their case, which they have done.

17. As noted above, contrary to the requirement of Rule 28-106.204(3), Florida Administrative Code, Movants did not contact FPL before the Joint Motion was filed. It was not until FPL reviewed the Joint Motion that it had any inkling of Movants dissatisfaction with the

procedural schedule in this docket. In the past, FPL has worked with Party Movants and other parties to provide information necessary to facilitate their review of particular issues and FPL has expressed a willingness to work with Party Movants in this instance. After reviewing the Joint Motion, FPL took the initiative to contact Party Movants offering to provide additional information.

18. FPL has agreed to make Mr. Hartman available to Citizens once again to discuss the Contracts and his testimony and the issues associated with the UPS Replacement Contracts. FPL made the same opportunity available to FIPUG, and FIPUG rejected FPL's offer.

19. Finally, Movants compare FPL's request to a request for a base rate increase governed by **Section 366.06(3), Florida Statutes.** Section 366.06(3) does not govern this proceeding. Contrary to the Movants' suggestion, FPL is not proposing to put the UPS Replacement Contracts in rate base. Rather, FPL is requesting Commission approval of the costs associated with power purchase agreements with Southern Company through the capacity cost recovery clause. As discussed in paragraph 13 above, this is the appropriate docket to make such a request for approval of costs associated with power purchase agreements because the clause is designed to allow for adjustments in the cost of fuel and power purchases that cannot be anticipated in base rates and to pass on to the customer any savings realized by the utility. Moreover, Movants assertion that FPL's UPS Replacement Contracts amount to a request for a $1 billion increase in recoverable costs is patently false.

20. For all of the reasons discussed above, the Motion should be denied. The UPS Replacement Contracts represent a unique and valuable opportunity for FPL's customers. Were the Commission to grant the Joint Motion, it could effectively amount to a denial of the UPS Replacement Contracts. Granting the Motion could result in the loss of the benefits associated

with the Contracts, an outcome that would serve only the interests of the merchant power industry, including Calpine Corporation. Allowing the Contracts to remain a part of this docket will provide the Commission with the greatest flexibility, enabling the Commission to consider, within a time frame that preserves the opportunity to proceed with the Contracts, whether the Contracts should be approved or rejected. Following hearings in this docket, if the Commission concludes that FPL has failed to carry the requisite burden or rejects the Contracts for whatever reason, then FPL will pursue alternative means to meet its customers resource needs. Maintaining these issues in this docket is the appropriate response to the Joint Motion. It merely preserves the opportunity to obtain the customer benefits associated with the Contracts while not prejudging the outcome. At the same time denying the Joint Motion certainly cannot be claimed to prejudice any party that apparently had sufficient information and time to file testimony containing detailed recommendations and definitive conclusions, all of which suggest that the Commission should consider FPL's testimony and then reject the Contracts. Indeed, the Contracts should be considered in this proceeding and a decision reached one way or the other so that FPL can either implement the Contracts or begin to pursue alternative resource options to meet the need that will be left upon expiration of the UPS Agreement.

WHEREFORE, FPL respectfully requests that the Commission deny the Joint Motion of the Citizens of the State of Florida and the Florida Industrial Power Users Group to Remove Issues Related to Proposed Unit Power Sales Agreements from the Fuel Adjustment Docket and

the Motion of Power Systems Manufacturing, LLC and Tom Churbuck to Remove Issues Related to Proposed Unit Power Sales Agreements from the Fuel Adjustment Docket and Notice of Joinder.

Respectfully submitted,

Florida Power & Light Company

R. Wade Litchfield, Esq.
Senior Attorney
Authorized House Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Telephone: 561-691-7101

John T. Butler
Steel Hector & Davis LLP
200 South Biscayne Boulevard
Suite 400
Miami, Florida 33131-2398
Telephone: 305-577-7000

By: Lynne D. Adams
for R. Wade Litchfield

CERTIFICATE OF SERVICE
Docket No. 040001-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery (*) or United States Mail this 11th day of October, 2004, to the following:

Adrienne Vining, Esq.(*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Patricia A. Christensen, Esq.
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399

Lee L. Willis, Esq.
James D. Beasley, Esq.
Ausley & McMullen
Attorneys for Tampa Electric
P.O. Box 391
Tallahassee, Florida 32302

James A. McGee, Esq.
Progress Energy Florida, Inc.
P.O. Box 14042
St. Petersburg, Florida 33733

Joseph A. McGlothlin, Esq.
Vicki Gordon Kaufman, Esq.
McWhirter, Reeves, McGlothlin, Davidson, et al.
Attorneys for FIPUG
117 South Gadsden Street
Tallahassee, Florida 32301

Norman H. Horton, Esq.
Floyd R. Self, Esq.
Messer, Caparello & Self
Attorneys for FPUC
215 South Monroe Street, Suite 701
Tallahassee, Florida 32302-0551

John W. McWhirter, Jr., Esq.
McWhirter, Reeves, McGlothlin, Davidson, et al.
Attorneys for FIPUG
P.O. Box 3350
Tampa, Florida 33602

Jeffrey A. Stone, Esq.
Russell A. Badders, Esq.
Beggs & Lane
Attorneys for Gulf Power
P.O. Box 12950
Pensacola, Florida 32576-2950

John C. Moyle, Jr., Esq.
Moyle, Flannigan, Katz, Raymond & Sheehan, P.A.
The Perkins House
118 North Gadsden Street
Tallahassee, Florida 32301

By: Lynne A. Adams
for R. Wade Litchfield