

9.b. FPL intends to exercise its option to produce records under Fla. R. Civ. Proc. 1.340(c) in response to this interrogatory. Among the documents that are responsive are documents that are proprietary and confidential to FPL, Stone & Webster Management Consultants, Inc. or P Plus Corporation. FPL will produce for LEAF's review the responsive records which are confidential and proprietary upon LEAF's execution of nondisclosure agreements satisfactory to the parties which claim the documents to be confidential. In the absence of LEAF executing satisfactory nondisclosure agreements, FPL objects to this interrogatory on the ground that it seeks material which is confidential and proprietary to FPL, Stone & Webster Management Consultants, Inc. and P Plus Corporation, and will limit its response to documents that are not confidential or proprietary.

9.c. FPL intends to exercise its option to produce records under Fla. R. Civ. Proc. 1.340(c) in response to this interrogatory. Among the documents that are responsive are documents that are proprietary and confidential to FPL, Stone & Webster Management Consultants, Inc. or P Plus Corporation. FPL will produce for LEAF's review the responsive records which are confidential and proprietary upon LEAF's execution of nondisclosure agreements satisfactory to the parties which claim the documents to be confidential or proprietary. In the absence of LEAF executing satisfactory nondisclosure agreements, FPL objects to this interrogatory on the ground that it seeks material which is confidential or proprietary to FPL, Stone & Webster Management Consultants, Inc. and P Plus Corporation, and FPL will limit its response to documents that are not confidential or proprietary.

13. FPL requests clarification of this request. Please define what LEAF means by the term "economy energy prices."

14. FPL objects to providing a response to subsections b and d. FPL has not performed the analyses which would allow it to make an informed estimate as to the need for peaking capacity or baseload capacity in peninsular Florida and objects to being asked to make such an estimate without such an analysis or to being asked to perform such an analysis. Moreover, to the extent that this question could be answered by review of Ten Year Site plans on file with the Commission, FPL objects, for it is just as easy for LEAF to undertake such a review as it is for FPL. Finally, FPL objects to these requests as being irrelevant and immaterial to the establishment of FPL's DSM goals.

21. FPL requests clarification of this request. Please explain what LEAF means by the term "average and marginal demand ... losses at the meter."

23. FPL objects to this interrogatory because it provides no time limit and the scope of the request is so broad as to be unduly burdensome. FPL will provide in response to this request its most recent line loss study and related work papers, but it objects to searching for further documents unlimited by time or scope that may relate to line losses.

29. FPL requests clarification of the phrase “all types of kW demand used in the Company’s avoided cost analyses in this case.” Specifically, is this a reference to the different types of customer categories used in the load forecast, or is this intended to be a reference to different participant demand reductions by measure?

30. FPL objects to this interrogatory. FPL has not performed the analyses which would allow it to identify all generating unit additions planned or proposed for Florida’s peninsular Florida market, and FPL objects to being asked to identify such generating units without such an analysis or to being asked to perform such an analysis. Moreover, to the extent that this question could be answered by review of Ten Year Site plans on file with the Commission, FPL objects for it is just as easy for LEAF to undertake such a review as it is for FPL. Finally, FPL objects to these requests as being irrelevant and immaterial as to the establishment of FPL’s DSM goals.

33. FPL intends to exercise its option to produce records under Fla. R. Civ. Proc. 1.340(c) in response to this interrogatory. Among the documents that are responsive are documents which are proprietary and confidential to FPL, Stone & Webster Management Consultants, Inc. and P Plus Corporation. FPL will produce for LEAF’s review the responsive records which are confidential and proprietary upon LEAF’s execution of nondisclosure agreements satisfactory to the parties which claim the documents to be confidential or proprietary. In the absence of LEAF executing satisfactory nondisclosure agreements, FPL objects to this interrogatory on the ground that it seeks material which is confidential or proprietary to FPL, Stone & Webster Management Consultants, Inc. and P Plus Corporation, and it will limit its response to documents that are not confidential or proprietary.

34. FPL objects to this interrogatory to the extent it calls for an answer which is not specific to FPL. Many of the estimates are company and site specific, and FPL has only performed analyses and estimates of these items for FPL.

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37. FPL objects to this interrogatory as being vague and overly burdensome to the extent it calls for data and analyses “available” to the Company. FPL is not prepared to conduct a survey to determine information which may be available to it to respond to this interrogatory. FPL would respond to a more narrow request that does not require it to look beyond documents in its immediate possession. In addition, FPL objects to this interrogatory to the extent that it calls for information or documents that FPL considers to be proprietary or confidential.

38. FPL objects to this request as being vague and overly burdensome to the extent it calls for data and analyses "available" to the Company. FPL is not prepared to conduct a survey to determine information which may be available to it to respond to this interrogatory. FPL would respond to a more narrow request that does not require it to look beyond documents in its immediate possession. In addition, FPL objects to this interrogatory to the extent that it calls for information or documents that FPL considers to be proprietary or confidential.

39. FPL objects to this interrogatory as being vague and overly burdensome to the extent it calls for data and analyses "available" to the Company. FPL is not prepared to conduct a survey to determine information which may be available to it to respond to this interrogatory. FPL would respond to a more narrow request that does not require it to look beyond documents in its immediate possession. In addition, FPL objects to this interrogatory to the extent that it calls for information or documents that FPL considers to be proprietary or confidential.

40. FPL objects to this interrogatory as irrelevant and immaterial to this proceeding and not calculated to lead to admissible material. Moreover, FPL has not prepared such an estimate and objects to discovery which requires FPL to undertake analyses that have not been performed.

44. FPL objects to the information requested in subsection e. of this interrogatory; it is confidential to FPL and would place FPL in a disadvantage in negotiating with and contracting for services associated with O&M. FPL is willing to provide this information to LEAF subject to the execution of a nondisclosure agreement satisfactory to FPL.

45. FPL objects to the information requested in subsection e. of this interrogatory; it is confidential to FPL and would place FPL in a disadvantage in negotiating with and contracting for services associated with O&M. FPL is willing to provide this information to LEAF subject to the execution of a nondisclosure agreement satisfactory to FPL.

49. FPL objects to this interrogatory as calling for information which is proprietary and confidential to FPL. Sales of capacity by FPL are made in the competitive wholesale market, and the disclosure of documents which provide an assessment of FPL's opportunities for making sales would disadvantage FPL's ability to make such transactions and would advantage FPL's competitors. FPL is willing to provide a response to this interrogatory response subject to LEAF's execution of a nondisclosure agreement satisfactory to FPL.

50. FPL seeks clarification of this interrogatory and reserves the right to object to this interrogatory upon receiving LEAF's clarification. Please explain the terms "capacity solicitations" and "capacity sales offers." Specifically, is the interrogatory intended to ask about potential capacity solicitations and sales to FPL or capacity solicitations and sales by FPL? FPL objects to the portion of this interrogatory which asks FPL to describe in detail capacity solicitations and capacity sales offers to or by entities other than FPL in peninsular Florida. This request is vague, unduly burdensome in scope, and is not relevant or material to this proceeding and is not designed to lead to the discovery of admissible material.

55. FPL objects to this interrogatory as being vague, onerous, unduly burdensome and perhaps irrelevant and immaterial. Moreover, the interrogatory is not limited by time. The scope of the interrogatory, applying to "environmental requirements," is much too broad. Some definition must be given as to what is meant by the term. Further, as it now stands the request would call for any environmental study ever performed by or on behalf of FPL, even if it had nothing to do with a power plant. The time and resources necessary to review files for such a broad, unfocused request cannot be justified, and in all likelihood LEAF could not review all the potentially responsive documents. FPL further objects on the grounds that some of the documents which might be responsive to this request are confidential and proprietary to FPL.

56.b. FPL requests clarification of interrogatory 56.b. Is the information sought historic or projected? For what period if the information sought? FPL reserves its right to object pending receipt of LEAF's clarification.

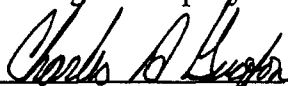
73. FPL objects to this interrogatory as being too broad and unduly burdensome. FPL will provide the Company's current budget projections of T&D expenditures. However, identification of all work papers and analyses containing these projections is unduly burdensome. There are some 50 managers with T&D budget responsibility and some 15 service centers. Undertaking a review of all the work papers and analyses supporting the T&D budget from so many entities at so many different locations is unreasonable. In addition, FPL objects to providing any projections, work papers or analyses that are confidential or proprietary to FPL.

75. FPL objects to this interrogatory as being too broad and unduly burdensome. There is no time specified for this request. Documents addressing the need for specific facilities and their cost could be taken down to a very small level of detail. Documents that would be responsive to this incredibly broad request are spread throughout the Company's service territory. They could probably not be fully identified in thirty days and would take additional weeks to compile and review. The scope of this request is unreasonable. Is LEAF really looking for specific equipment detail, or is it looking for something more generic? As broad as the current interrogatory is, FPL must respectfully object.

78. FPL requests clarification of this interrogatory. FPL simply does not understand what is being asked. Can the question be restated?

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Attorneys for Florida Power &
Light Company

By: 
Charles A. Guyton

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Florida Power & Light Company's Objections to and Request for Clarification of LEAF's Second Set of Interrogatories to FPL served by Hand Delivery (when indicated with an *) or mailed this 18th day of February, 1999 to the following:

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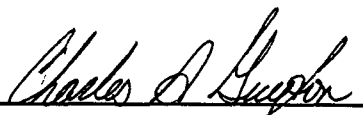
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