



**Florida Power**

A Progress Energy Company

**ORIGINAL**

**JAMES A. MCGEE**  
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September 27, 2002

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Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
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Re: Docket No. 020233-EI

Dear Ms. Bayó:

Enclosed for filing in the subject docket on behalf of Florida Power Corporation are an original and fifteen copies of the Direct Testimony of William C. Slusser, Jr.

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette containing the above-referenced document in Word format. Thank you for your assistance in this matter.

Very truly yours,

James A. McGee

JAM/scc  
Enclosure

cc: Parties of record

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**CERTIFICATE OF SERVICE**

**DOCKET NO. 020233-EI**

I HEREBY CERTIFY that a true and correct copy of the Direct Testimony of William C. Slusser, Jr. has been furnished by electronic mail and U.S. Mail to the following on this 27th day of September, 2002.

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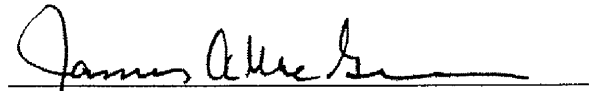
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FLORIDA POWER CORPORATION

DOCKET No. 020233-EI

**DIRECT TESTIMONY OF  
WILLIAM C. SLUSSER, JR.**

1 **Q. Please state your name and business address.**

2 A. My name is William C. Slusser, Jr. My business address is Post Office Box  
3 14042, St. Petersburg, Florida 33733.

4

5 **Q. What is your capacity with Florida Power Corporation in this**  
6 **proceeding?**

7 A. I have been retained by Florida Power Corporation ("Florida Power" or "the  
8 Company") in the capacity of a special consultant to continue the role I  
9 played prior to my retirement from Florida Power in January 2001 of  
10 assisting the Company with its participation in GridFlorida in the areas of  
11 pricing, rate design, and cost of service.

12

13 **Q. Please describe your educational background and professional**  
14 **experience.**

15 A. I graduated in 1967 from the University of Florida with a Bachelor of  
16 Science Degree in Electrical Engineering and in 1970 from the University of  
17 South Florida with a Master's Degree in Engineering Administration. I am a  
18 registered Professional Engineer in the state of Florida. After 36 years of  
19 service, I retired from Florida Power in January, 2001 as Director of the  
20 Company's Pricing Department. I devoted most of my career to rate design

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1 and cost of service matters and have testified before this Commission on  
2 numerous occasions regarding these and related matters. I have been  
3 retained by Florida Power exclusively since my retirement as a consultant  
4 on various issues related to pricing, rate design, and cost of service in  
5 connection with the Company's participation in GridFlorida, as well as on  
6 cost of service and rate design matters in Docket No. 000824-EI, Florida  
7 Power's recently concluded rate case proceeding, where I prepared and  
8 pre-filed direct and rebuttal testimony.

9  
10 **Q. What is the purpose of your testimony?**

11 A. The purpose of my testimony is to support and explain the reason for  
12 Florida Power's protest of the Commission's Proposed Agency Action  
13 ("PAA") decision to change the revised demarcation date between existing  
14 and new transmission service contracts (referred to in this testimony as the  
15 "Contract Date" and referred to in the PPA order as the "Attachment T cutoff  
16 date") without making a corresponding change to the demarcation date  
17 between existing and new transmission facilities (which I refer to as the  
18 "Facilities Date"). I will explain the significance of the interrelationship  
19 between these two demarcation dates and demonstrate why it is necessary  
20 to modify the PPA order such that the Contract Date and the Facilities Date  
21 are moved in a consistent manner, in this case moving both dates back to  
22 December 2000, as specified in the original GridFlorida proposal to the  
23 Federal Energy Regulatory Commission ("FERC"). In particular, I will  
24 explain why failing to move the Facilities Date back with the Contract Date  
25 will result in an unfair allocation to, and subsidization by, the retail

1 customers of transmission-owning utilities such as Florida Power for the  
2 costs of transmission facilities used by GridFlorida for the benefit of  
3 transmission users throughout its system.  
4

5 **Q. What is the significance of the Contract Date under the GridFlorida**  
6 **proposal?**

7 A. The Contract Date sets the point in time after which any long-term  
8 transmission contract entered into between a transmission owner and a  
9 transmission user (a "New Contract") will be assumed by GridFlorida upon  
10 its commencement of commercial operations, which will then be  
11 responsible for providing the transmission service to the user. However,  
12 GridFlorida will not charge the transmission user for the service under the  
13 contract rate, but instead will recover the costs of providing this service  
14 through a uniform, system-wide rate charged to all transmission users  
15 receiving service from GridFlorida. This immediately eliminates the  
16 "pancaking" effect the transmission user initially experienced under the New  
17 Contract when the service was provided by the transmission owner prior to  
18 GridFlorida's commercial operation.

19 A long-term contract entered into before the Contract Date (an  
20 "Existing Contract") will remain in full effect between the transmission owner  
21 and transmission user during the first five years of GridFlorida's operation,  
22 and then will be phased-out in favor of grid-wide treatment in years six  
23 through ten. The transmission owner will be entitled to receive all of the  
24 revenues from the Existing Contract during the initial five-year period and a  
25 decreasing portion of the revenues during the five-year phase-out period.

1 The jurisdictional share of these revenues from the Existing Contract will be  
2 credited directly to the retail customers of the transmission-owning utility  
3 and thus reduces the incremental GridFlorida costs these customers must  
4 pay.

5  
6 **Q. What is the significance of the Facilities Date under the GridFlorida**  
7 **proposal?**

8 A. The Facilities Date sets the point in time at which transmission facilities  
9 subsequently placed in service by a transmission owner ("New Facilities")  
10 will become subject to cost recovery by GridFlorida upon its commercial  
11 operation through uniform, grid-wide rates charged to all transmission users  
12 receiving service from GridFlorida. The cost of transmission facilities  
13 placed in service by a transmission owner prior to the Facilities Date  
14 ("Existing Facilities") will be fully recovered from users of the owner's  
15 transmission system, including the transmission owner's retail customers,  
16 through the owner's zonal rates during the first five years of GridFlorida's  
17 operation, with zonal recovery then phased-out in favor of grid-wide  
18 treatment in years six through ten. The Facilities Date was created as a  
19 cost-shifting mitigation measure to prevent customers paying the embedded  
20 cost of a utility's existing transmission system through zonal rates from also  
21 having to pay for new facilities built by the utility that will be used to benefit  
22 GridFlorida transmission users system-wide for the vast majority of these  
23 facilities' useful life.

1 **Q. Why is the interrelationship between the Contract Date and the**  
2 **Facilities Date significant?**

3 A. The significance of this interrelationship stems from the crucial need to  
4 maintain a linkage between the revenues associated with transmission  
5 service contracts, on one hand, and the costs associated with transmission  
6 facilities required to support these contracts, on the other hand. If this  
7 linkage were to be broken, as the Commission's PAA decision would do,  
8 retail customers of a transmission-owning utility such as Florida Power face  
9 the prospect of being required to pay for the costs of Existing Facilities built  
10 by the utility to serve a New Contract, the revenues from which they are not  
11 entitled to receive as an offset to the related costs that they must bear. In  
12 short, the significance of the linkage between the two dates is one of rate  
13 fairness to customers.

14  
15 **Q. Have the GridFlorida Applicants preserved this linkage throughout**  
16 **their various filings?**

17 A. Yes. The GridFlorida Applicants were careful to preserve this linkage  
18 between the two demarcation dates in their original proposal to FERC and  
19 in their filings with this Commission, including their March 20, 2002  
20 compliance filing. Although the compliance filing proposed to adopt a more  
21 current cutoff, that change would have applied to both dates, thus  
22 preserving the required linkage. By changing the Contract Date and not the  
23 Facilities Date, the Commission's PAA decision would sever this important  
24 linkage for the first time.



1 **Q. Please elaborate on the importance of the linkage that the GridFlorida**  
2 **filings have sought to preserve.**

3 A. The problems that can arise from breaking the linkage between the  
4 Contract Date and the Facilities Date can be illustrated by a simple  
5 example. Assume that the Contract Date is set at December 15, 2000 (as  
6 in the PPA decision), but that the Facilities Date is January 1, 2004 (on the  
7 assumption this is the commercial operation date of GridFlorida). Assume  
8 further that a transmission owner signs a transmission service contract with  
9 the owner of a new generator to wheel the generator's output to an adjacent  
10 purchasing utility for 10 years, effective January 1, 2003, at a rate of \$5  
11 million per year, or \$50 million in total. Under the PPA decision, this would  
12 be a New Contract because it post-dates the December 2000 Contract  
13 Date. To accommodate this New Contract, assume the transmission owner  
14 must spend \$20 million for transmission upgrades, which are placed in  
15 service on the contract's January 1, 2003 effective date. In this example,  
16 the newly constructed facilities are treated as Existing Facilities because  
17 they are placed in service before the January 1, 2004 Facilities Date. As a  
18 result, there is a disparate treatment of the revenues from the New Contract  
19 and the costs of the Existing Facilities required to serve the New Contract,  
20 *i.e.*, the transmission owner and its customers lose all \$45 million in  
21 revenues for the last nine years of the New Contract, but must support  
22 100% of the related \$20 million investment in Existing Facilities for the first  
23 five years of this nine-year period and an average of 50% of the investment  
24 over the remaining four years of the phase-out period.

1           This example, while hypothetical, is quite realistic -- actual examples of  
2 this kind have already occurred and more are possible. By itself, however,  
3 the example demonstrates why the linkage between the Contract Date and  
4 the Facilities Date must be maintained in order to ensure the consistent and  
5 fair treatment of the revenues from transmission contracts and the costs of  
6 transmission facilities related to these contracts. When revenues and costs  
7 are related, as they are here, allowing one to be classified as "new" and the  
8 other as "existing" is an invitation for an unsound and unfair result.

9

10 **Q. Was the connection between the Contract Date and the Facilities Date**  
11 **addressed by the Commission in reaching its PAA decision?**

12 A. The possibility of a connection between the two dates was discussed by the  
13 Commission and Staff (the parties were not allowed to participate because  
14 the issue was not converted to PAA until the Commission voted), but it does  
15 not appear that the Staff fully appreciated the need for a linkage. The  
16 following discussion illustrates this point:

17           COMMISSIONER BAEZ: I wanted to get into -- I wanted to get straight  
18 in my head how many dates are we dealing with. And there seems to  
19 be an issue as to, you know, which of those dates need to be  
20 seamless in a transition. I mean, you've got cutoff dates for new  
21 facilities, and then you've got the contract dates. I mean, are we  
22 dealing with --

23           MS. BUTLER: \* \* \* It has come to my attention that there's another  
24 date in the entire filing that deals with the existing transmission  
25 facilities. The staff has discussed whether or not there's a connection

1 between the existing transmission facilities date and the existing  
2 transmission agreement date and came to the conclusion that there  
3 was not a legitimate connection in terms of those two dates. However,  
4 that's a complicated matter as well, and if you want to further discuss  
5 that, there may be some people who might disagree with that  
6 conclusion, not amongst staff, but in the general population. (Agenda  
7 transcript, pp. 85-86.)

8 And:

9 MS. BUTLER: \* \* \* So we were not convinced that we could see that  
10 changing the dates of the existing transmission agreements affected  
11 the costs of the existing transmission facilities. If it was clear that they  
12 did affect the costs, then you would want to change the date for the  
13 existing transmission facilities, because you would want to increase the  
14 recovery, or you would want to vary the recovery from the way it was  
15 being collected to make sure that the additional costs were covered.  
16 But we weren't convinced that there was – that a case had been made  
17 that the existing – that the costs in fact were increased or changed.  
18 (Agenda transcript, pp. 97-98.)

19 In the end, it appears that uncertainty over the possibility of a  
20 connection between the two dates played a significant role in the  
21 Commission's decision to change its ruling on the Contract Date issue from  
22 final agency action to proposed agency action in order to allow parties the  
23 opportunity to address this issue at the hearing. Commissioner Baez  
24 expressed this uncertainty as follows:

1 COMMISSIONER BAEZ: Well, it started from the point that I'm really  
2 trying -- I'm trying to get a handle on how many dates we're dealing  
3 with as part of the compliance filing, and which of those are not being  
4 accepted by staff, and to what extent we need to discuss the logic  
5 behind them not being accepted or not. And I know that off-line I may  
6 have -- it's just a thought. If anyone else seems to share some lack of  
7 clarity as to what the situation is and whether they're being moved up  
8 or moved back or not at all accordingly, and whether we shouldn't find  
9 a way to flesh out that issue, not just amongst ourselves, but amongst  
10 the parties, and have the positions laid out a little clearer. And that's  
11 just from someone seeking clarity to all of this so that I can understand  
12 what it is we're voting on and whether I agree with it or not. (Agenda  
13 transcript, pp. 92-93.)

14 This testimony is intended to address the specific area of confusion  
15 noted by Commissioner Baez by supplying the clarification he was  
16 searching for, and to make the case, which Staff points out had not been  
17 previously made, that changing the Contract Date affects the cost of  
18 existing facilities. My earlier example and the discussion that accompanied  
19 it is an attempt to demonstrate that there is, in fact, "a legitimate  
20 connection" between the Contract Date and the Facilities Date such that, in  
21 Staff's words, "you would want to change the date for the existing  
22 transmission facilities" consistent with the change in the Contract Date.

23  
24 **Q. How were the Contract Date and the Facilities Date selected in the**  
25 **original GridFlorida filing at FERC?**

1 A. The original GridFlorida filing at FERC established a Contract Date of  
2 December 15, 2000, and a Facilities Date of December 31, 2000. These  
3 dates were chosen in an attempt to establish the demarcations between (i)  
4 Existing and New Contracts and (ii) Existing and New Facilities as much  
5 before the commercial operation of GridFlorida as possible. Since the filing  
6 at FERC was made on December 15, 2000 and was predicated on a  
7 GridFlorida operational date of one year later as required by FERC Order  
8 2000, basing the Contract Date and Facilities Date on the filing date was  
9 considered to provide the maximum lead time possible. The 16-day  
10 difference between the Contract Date and the Facilities Date was due only  
11 to a desire to set the Facilities Date at the end of the month in order to  
12 accommodate accounting records, which are usually based on period-  
13 ending balances.

14 The GridFlorida FERC filing noted that the establishment of a  
15 demarcation date for transmission contracts contemporaneous with the  
16 filing was intended to prevent transmission owners from entering into  
17 transmission service agreements prior to the date GridFlorida commences  
18 operations for the sole purpose of obtaining Existing Contract status. If a  
19 prospective Contract Date had been established, transmission owners  
20 would have an incentive to enter into new transmission agreements prior to  
21 the Contract Date so that the agreements would be treated as Existing  
22 Contracts. The incentive to obtain Existing Contract status for a new  
23 agreement is that the transmission owner would then be able to receive full  
24 pancaked revenues from the agreement during the first five years after  
25 GridFlorida commences operations and partial "phased-out" revenues over

1 the next five years. As a New Contract, all revenues received by the  
2 transmission owner from the agreement would cease when GridFlorida  
3 commenced operations.

4 The same concern exists with a prospective Facilities Date, since a  
5 transmission owner would have an incentive to delay the in-service date of  
6 needed transmission facilities beyond the Facilities Date in order to obtain  
7 New Facilities status. Doing so would shift the responsibility for recovering  
8 the costs of these facilities from the transmission owner's zonal rate  
9 charged to its customers to GridFlorida's system-wide rate charged to all  
10 transmission users. GridFlorida's original FERC filing eliminated both of  
11 these incentives by establishing non-prospective demarcation dates for  
12 transmission contracts and transmission facilities.

13  
14 **Q. What action does Florida Power seek as a result of its protest of the**  
15 **Commission's PAA decision to move the Contract Date back to**  
16 **December 2000?**

17 A. Florida Power endorses the Commission's PAA decision to move the  
18 Contract Date back to the December 2000 date contained in the original  
19 GridFlorida filing. However, the Company strongly believes that this  
20 decision can only be properly made if the Facilities Date is also moved back  
21 to December 2000 in a consistent manner, and therefore seeks a  
22 modification of the PAA decision to achieve this consistency. This  
23 modification to the PAA decision is critical to maintain the necessary linkage  
24 between the contracts that will come under GridFlorida's control and the  
25 costs underlying those contracts. For this reason, Florida Power asks the

1 Commission to modify its PAA decision in a manner that re-establishes the  
2 relationship between the timing of the Contract Date and the Facilities Date  
3 by consistently moving both dates back to December 2000.  
4

5 **Q. Why does Florida Power now endorse the Commission's PAA**  
6 **decision to move the Contract Date back to the original December**  
7 **2000 date and advocate that the Facilities Date also be moved back,**  
8 **when the Company previously joined with the other Applicants'**  
9 **proposal in the March 20<sup>th</sup> compliance filing to revise these dates?**

10 A. Florida Power believes that the original December 15, 2000 GridFlorida  
11 filing with FERC provided an effective and appropriate notice to all  
12 transmission owners and users that a regional transmission organization  
13 was in the process of being created in Florida. The Company and the other  
14 Applicants agreed at the time that the cost-shifting mitigation efforts  
15 included in the filing were acceptable, while moving toward the ultimate  
16 objective of grid-wide average rates. These cost-shifting mitigation efforts  
17 included establishment of the December 2000 Contract Date and Facilities  
18 Date. The proposed revision of these dates in the March 20<sup>th</sup> compliance  
19 filing, like many aspects of that filing and the original filing, was the result of  
20 negotiation and compromise. Now that a specific issue regarding these  
21 demarcation dates has been raised and brought into focus separately,  
22 Florida Power believes that the original dates continue to be appropriate,  
23 and that any new transmission service contracts entered into or new  
24 facilities built need not be subject to additional cost-shifting mitigation  
25 efforts, but instead should be reflected in the grid-wide cost of service.

1 Therefore, Florida Power advocates that the Commission modify its PAA  
2 decision to re-establish the December 2000 cutoff for both the Contract  
3 Date and the Facilities Date.  
4

5 **Q. Does the rationale given to the Commission by Staff for changing the**  
6 **Contract Date back to December 2000 provide a basis for taking the**  
7 **same action with respect to the Facilities Date?**

8 A. Yes. In its recommendation to the Commission, Staff described why it was  
9 unpersuaded that the proposed revision to either the Contract Date or the  
10 Facilities Date was required to comply with the Commission's December  
11 2001 order, but concluded by recommending only that the Contract Date be  
12 moved back to the original December 2000 date. In response to questions  
13 from the Commission at the August 20 Agenda Conference, Staff explained  
14 that this was because the intervenors only expressed concern over the  
15 change in the Contract Date. With respect to the Facilities Date, Staff  
16 informed the Commission on several occasions that "there was no one who  
17 expressed a concern with that date being changed". (Agenda transcript, p.  
18 86. See also, pp. 87 and 94.)

19 Staff was mistaken on this point. The post-workshop comments of the  
20 Florida Municipal Power Agency (FMPA) specifically questioned the  
21 propriety of the change to both the Contract Date and the Facilities Date  
22 proposed in the compliance filing. With respect to the Facilities Date,  
23 FMPA stated the following on page 33 of its post-workshop comments:

24 Thus, until the Applicants made their March 19(sic), 2002 filing in this  
25 proceeding, the new facilities demarcation date had always



1 significantly preceded the anticipated GridFlorida operational date.  
2 That was and remains appropriate, because facilities are now being  
3 planned and completed with the expectation that GridFlorida will use  
4 them for its statewide service, and because a retrospective date  
5 prevents gaming harmful to Florida rate-payers and potentially harmful  
6 to reliability, in which needed upgrades are deferred so that their costs  
7 will be spread throughout GridFlorida.

8 On page 34, FMPA concluded its comments on the proposed revision to the  
9 contract and facilities demarcation dates with the following statement to the  
10 Commission:

11 Thus, the Commission should make clear that it is not approving  
12 Applicants' proposed shift of the demarcation dates.

13 From these unambiguous comments, it is clear to me that under Staff's  
14 own criteria for recommending that the Contract Date be moved back to  
15 December 2000, Staff would have recommended the same action for the  
16 Facilities Date had it been aware of FMPA's objection. Had that occurred,  
17 the linkage between the Contract Date and the Facilities Date would have  
18 been maintained and the need for the Company's protest avoided. Florida  
19 Power now asks the Commission to remedy this oversight by returning us  
20 to the status that would have existed in its absence.

21  
22 **Q. Does this conclude your testimony?**

23 **A.** Yes it does.