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October 1, 2004

-VIA HAND DELIVERY-

Blanca S. Bayó
Director, Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RECEIVED - FPSC
-OCT - 1 PM 2: 51
COMMISSION
CLERK

Re: Docket No. 040001-EI

Dear Ms. Bayó:

I am enclosing for filing in the above docket the original and seven (7) copies of Florida Power & Light Company's Notice of Supplemental Authority for its Response in Opposition to Petitions to Intervene of Power Systems Mfg., LLC and Thomas K. Churbuck, together with a diskette containing the electronic version of same. The diskette is HD density, the operating system is Windows XP, and the word processing software in which the document appears is Word 2000.

If there are any questions regarding this transmittal, please contact me at 305-577-2939.

Sincerely,

John T. Butler

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

- CMP _____
- COM 5
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH _____

Enclosures

cc: Counsel for Parties of Record (w/encl.)

MIA2001 366205v1

DOCUMENT NUMBER-DATE

10596 OCT - 1 2004

FPSC-COMMISSION CLERK

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 1, 2004

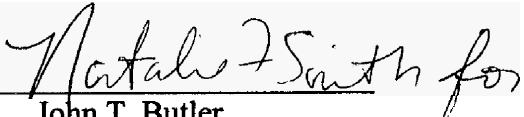
**FLORIDA POWER & LIGHT COMPANY'S NOTICE OF SUPPLEMENTAL
AUTHORITY FOR ITS RESPONSE IN OPPOSITION TO PETITIONS TO
INTERVENE OF POWER SYSTEMS MFG., LLC AND THOMAS K. CHURBUCK**

On September 27, 2004, Florida Power & Light Company ("FPL") filed a response in opposition to the petitions to intervene of Power Systems Mfg., LLC and Thomas K. Churbuck (the "Response"). One of the principal concerns expressed in the Response is that the petitions to intervene are really a subterfuge to allow Calpine Corporation to misuse the discovery process in this proceeding so that it can gather information in furtherance of its own competitive interests and disrupt the proceeding to the detriment of FPL's customers. On September 28, 2004, before any decision on his petition to intervene, Mr. Churbuck served 49 requests for admission, 57 interrogatories and 76 requests to produce on FPL. Copies of these discovery requests are attached, as supplemental authority for the Response. They confirm that FPL's concern about Calpine's intentions is well founded.

Respectfully submitted,

R. Wade Litchfield, Esq.
Senior Attorney
Florida Power & Light Company
Juno Beach, Florida 33408-0420
Telephone: 561-691-7101

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By: 
John T. Butler
Florida Bar No. 283479

DOCUMENT NUMBER - DATE

10596 OCT-1 04

FPSC-COMMISSION CLERK

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 1st 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

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Office of Public Counsel
c/o The Florida Legislature
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Tallahassee, Florida 32399

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

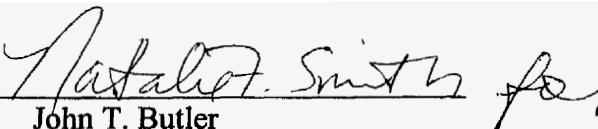
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John C. Moyle, Jr., Esq.
Moyle, Flannigan, Katz, Raymond
& Sheehan, P.A.
The Perkins House
118 North Gadsden Street
Tallahassee, Florida 32301

By: 
John T. Butler

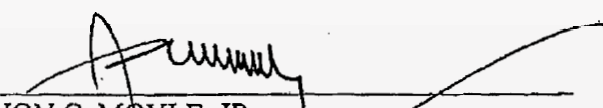
* Because they are lengthy and were previously served on the parties, Mr. Churbuck's discovery requests are not attached to the service copies of FPL's Notice of Supplemental Authority.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power Cost)
Recovery Clause and Generating) DOCKET NO. 040001-EI
Performance Incentive Factor) Filed: September 28, 2004
)

**NOTICE OF SERVICE OF THOMAS K. CHURBUCK'S
FIRST SET OF REQUESTS FOR ADMISSION (NOS. 1-49), FIRST SET OF REQUESTS
FOR PRODUCTION (NOS. 1-76), AND FIRST SET OF INTERROGATORIES
(NOS. 1-57) TO FLORIDA POWER AND LIGHT COMPANY**

Please take notice that THOMAS W. CHURBUCK ("Churbuck"), by and through his undersigned attorney, hereby serves his First Set of Requests for Admission (Nos. 1-49), First Set of Requests for Production (Nos. 1-76), and First Set of Interrogatories (Nos. 1-57) upon Florida Power and Light Company.



JON C. MOYLE, JR.
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~~WILLIAM H. HOLLIMON~~
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Tampa, Florida 33607

Attorneys for Thomas K. Churbuck

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Federal Express to those listed below with an asterisk and the remainder by U.S. Mail without an asterisk this day the 28th day of September, 2004.

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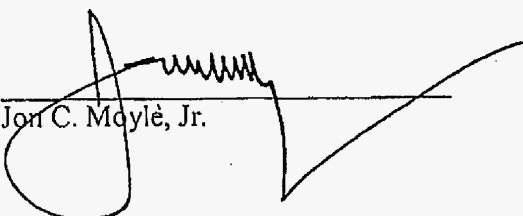
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Jon C. Moyle, Jr.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power Cost)
Recovery Clause and Generating) DOCKET NO. 040001-EI
Performance Incentive Factor)
)

THOMAS K. CHURBUCK'S
FIRST SET OF REQUESTS FOR ADMISSION (NOS. 1-49)
TO FLORIDA POWER & LIGHT COMPANY

Pursuant to Fla.R.Civ.P. 1.370, THOMAS K. CHURBUCK ("Churbuck"), by and through his undersigned counsel, hereby serve the following Requests for Admissions of fact (Nos. 1 – 49) upon Florida Power and Light Company ("FPL") and demand that FPL specifically admit under oath or deny the facts herein within twenty (20) days after the service of these requests as ordered in PSC Order No. PSC-04-0161-PCO-EI, Order Establishing Procedure.

DEFINITIONS

1. "FERC" means the Federal Energy Regulatory Commission.
2. "FPSC" or "Commission" means the Florida Public Service Commission.
3. "FRCC" means the Florida Reliability Coordinating Council.
4. "Parties" refers to all persons or entities who are petitioners, respondents, otherwise named parties, or who have, or may, intervene in FPSC Docket No. 040001-EI.
5. The words "power", "energy", "electricity", "electricity supplies" and "electricity products" shall be construed to include, but not be limited to, electrical energy, capacity, energy, ancillary services (various reserves, scheduling services and any other related service that may be associated with the proper operation of the electricity grid) and losses. Provide all information in MW or MWh as appropriate.
6. "Purchase Power Agreements" or "PPAs" means the three purchase agreements between FPL and Southern Company Services, Inc , as agent for Gulf Power Company, Georgia Power Company and Southern Power Company for output from Scherer Unit 3, Harris Unit 1 and Franklip Unit 1 filed in this proceeding by FPL.

7. "SCSP" means Southern Company Services, Inc, and the entities it represented as agent under the PPAs (Gulf Power Company, Georgia Power Company and Southern Power Company).

8. The terms "you", "your" or "yourself" means (a) FPL and predecessors or successors in interest and any parent, subsidiary, division or affiliated entity in existence during the period of time covered by the Requests for Admissions; (b) all of their present and former directors, officers, employees, agents, representatives, accountants, investigators, consultants, attorneys; (c) any other person or entity acting on their behalf or on whose behalf FPL acted; (d) any other person or entity otherwise subject to FPL's control, oversight or direction; or (e) individuals not employees of FPL who were involved in any manner regarding the PPAs.

INSTRUCTIONS

FPL is hereby advised that a failure to specifically answer any request or an evasive answer to any request will be taken as an admission of truth of such request. FPL is further advised that the answer must specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit nor deny the matter. A denial shall fairly meet the substance of the requested admission and when good faith requires that a party qualify an answer or deny only a part of the matter of which an admission is requested, the party shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack of information or knowledge as a reason for a failure to admit or deny unless the party states that the party has made reasonable inquiry and that the information known or readily obtainable by the party is insufficient to enable the party to admit or deny. The facts which you are requested to admit or deny are as follows:

REQUESTS FOR ADMISSIONS

1. Admit that SCSI failed one of the indicative tests used by the FERC for determining market power.
2. Admit that the Scherer Unit 3 PPA between FPL and SCSI does not account for a transmission loss factor for transmitting power over FPL's transmission system.
3. Admit that the Harris Unit 1 PPA between FPL and SCSI does not account for a transmission loss factor for transmitting power over FPL's transmission system.
4. Admit that the Franklin Unit 1 PPA between FPL and SCSI does not account for a transmission loss factor for transmitting power over FPL's transmission system.
5. Admit that the Scherer Unit 3 PPA between FPL and SCSI does not provide for dual fuel capacity.
6. Admit that the Harris Unit 1 PPA between FPL and SCSI does not provide for dual fuel capacity.
7. Admit that the Franklin Unit 1 PPA between FPL and SCSI does not provide for dual fuel capacity.
8. Admit that, all things being equal, power plant units with dual fuel capacity offer greater reliability as compared to power plant units without dual fuel capability.
9. Admit that the Scherer Unit 1 PPA between FPL and SCSI does not provide a pricing discount, for the generation being located outside of the South Florida area.
10. Admit that the Harris Unit 1 PPA between FPL and SCSI does not provide, by way of a pricing discount, for the generation being located outside of the South Florida area.
11. Admit that the Franklin Unit 1 PPA between FPL and SCSI does not provide a pricing discount, for the generation being located outside of the South Florida area.
12. Admit that, within the past 18 months, other than reviewing responses to its Turkey Point Request for Proposals, FPL failed to investigate the market for purchased power in the 2010 to 2015 time frame in the FRCC before entering into the PPAs with SCSI.

13. Admit that the PPAs FPL executed with SCSi represent FPL's estimate of the market price for purchased power during the 2010 to 2015 time frame.

14. Admit that the PPAs FPL executed with SCSi do not represent FPL's estimate of the market price for purchased power during the 2010 to 2015 time frame.

15. Admit that the Commission does not have to take action with respect to FPL's Purchase Power Agreements with SCSi at this time.

16. Admit that the Commission has the statutory power to require FPL to conduct a competitive procurement process for the purpose of procuring the most cost-effective purchased power for the 2010 to 2015 time frame.

17. Admit that the Commission has the statutory power to require FPL to conduct a competitive procurement process for the purpose of procuring power for the 2010 to 2015 time frame.

18. Admit that FPL did not conduct a competitive procurement process to procure the energy and capacity for the 2010 to 2015 time frame represented by the PPAs.

19. Admit that FPL did not issue a request for proposal pursuant to FPSC Rule 25-22.082 to procure the energy and capacity for the 2010 to 2015 time frame represented by the PPAs.

20. Admit that it is not critical that the PPAs between SCSi and FPL to be approved for rate recovery purposes at this time, given that energy and capacity is not to be provided until June 1, 2010 at the earliest.

21. Admit that FPL's Right of First Refusal under the PPAs regarding coal generation for sale from the Miller coal units is subordinate to use by SCSi to serve its native load needs.

22. Admit that in 2010 SCSi's projected native load needs will increase as compared to SCSi's current native load needs.

23. Admit that, as a percentage of generation to serve load, in 2010 SCSi's projected amount of coal generation will decrease as compared to SCSi's current amount of coal generation.

24. Admit that, in 2010 SCSi's projected amount of coal generation will remain the same.

25. Admit that in 2010 SCSI's projected amount of coal generation will be less than the projected native load increase.

26. Admit that the first filing in this docket specifically related to seeking approval of the PPAs was made on September 9, 2004.

27. Admit that under the PPAs even if there were excess coal generation to be purchased from the Miler coal units during the 2010 to 2015 time period pursuant to a Right of First Refusal, FPL would only be able to purchase such energy to the extent FPL reduces the amount of energy that it is purchasing from the Scherer, Harris and Franklin units due to transmission limitations.

28. Admit that the economic value of the Right of First Refusal referenced in Mr. Hartman's testimony related to the Miller coal units is the difference between the price of energy under the PPAs and the market price for coal energy produced out of Miller.

29. Admit that, all other things being equal, market forecasts for a point in time closer to the present tend to be more reliable than market forecasts for a point in time farther from the present.

30. Admit that you did not contact Competitive Power Ventures, Inc. to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSI.

31. Admit that you did not contact any corporate affiliates of Competitive Power Ventures, Inc. to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSI.

32. Admit that you did not contact Reliant Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPA's with SCSI.

33. Admit that you did not contact any corporate affiliates of Reliant Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSI.

34. Admit that you did not contact Constellation Power, Inc. to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPA's with SCSL.

35. Admit that you did not contact any corporate affiliates of Constellation Power, Inc. to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSL.

36. Admit that you did not contact Calpine Corporation to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPA's with SCSL.

37. Admit that you did not contact any corporate affiliates of Calpine Corporation to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSL.

38. Admit that you did not contact El Paso Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPA's with SCSL.

39. Admit that you did not contact any corporate affiliates of El Paso Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSL.

40. Admit that you did not contact Progress Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPA's with SCSL.

41. Admit that you did not contact any corporate affiliates of Progress Energy to inquire regarding its interest in providing you energy and capacity during the 2010 to 2015 time frame before executing the PPAs with SCSL.

42. Admit that Calpine Corporation has operational generation units that are in the flow path from the Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

43. Admit that corporate affiliates of Calpine Corporation have generation units in development that are in the flow path from the Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

44. Admit that Calpine Corporation has generation units under construction that are in the flow path from the Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

45. Admit that corporate affiliates of Calpine Corporation have generation units under construction that are in the flow path from the Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

46. Admit that Calpine Corporation has generation units under development that are in the flow path from Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

47. Admit that corporate affiliates of Calpine Corporation have generation units under development that are in the flow path from the Miller unit to the FPL interface with the Southern Company from which energy and capacity is available for purchase during the 2010 to 2015 time period.

48. Admit that a contract between Southern Power Company and Georgia power executed in June 2002 does not establish a market price for energy to be delivered in 2010.

49. Admit that a contract between Southern Power Company and Georgia Power executed in June 2002 does not establish a market price for capacity to be delivered in 2010.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power Cost)
Recovery Clause and Generating) DOCKET NO. 040001-EI
Performance Incentive Factor)
_____)

**THOMAS K. CHURBUCK'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-76)
TO FLORIDA POWER AND LIGHT COMPANY**

THOMAS K. CHURBUCK, ("Churbuck") by and through his undersigned counsel, files this First Request for Production of Documents (Nos. 1-76) pursuant to Rule 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and requests that FLORIDA POWER & LIGHT COMPANY (hereinafter "FPL"), provide copies of the following documents or make such documents available for inspection by Churbuck within the time frames provided for in these proceedings; specifically, as set forth in PSC Order No. PSC-04-0161-PCO-EI, Order Establishing Procedure:

DEFINITIONS

1. The words "and" and "or" should be construed either conjunctively or disjunctively as necessary to include information within the scope of a Request for Production, rather than to exclude information therefrom.
2. The term "communication" should be interpreted to include, but not be limited to, all forms of communication, whether written, printed, electronic, oral, pictorial, or otherwise, of any means or type whatsoever, including testimony or sworn statements and including correspondence, whether by e-mail or otherwise.
3. The term "correspondence" should be interpreted to include, but not be limited to, all letters, telexes, facsimiles, telegrams, notices, messages, memoranda, e-mail communications and attachments, and other written or electronic or computer generated communications.
4. The term "documents" refers to all writings and records of every type in your possession, control, or custody, including but not limited to: testimony, exhibits, memoranda,

correspondence, communications, letters, electronic mail, with attachments, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data, computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, work papers, engineering diagrams (including "one-line" diagrams), mechanical and electrical recordings, records of telephone and telegraphic communications, recordings of telephone communications, speeches, and all other records, written, electrical, mechanical, or otherwise and drafts of any of the above.

5. The term "documents" includes copies of documents, where the originals are not in your possession, custody or control.

6. The term "documents" includes every copy of a document that contains handwritten or other notations or that otherwise does not duplicate the original or any other copy.

7. The term "documents" also includes any attachments or appendices to any document.

8. "Each" shall be construed to include the word "every," and "every" shall be construed to include the word "each." Similarly, "any" shall be construed to include "all," and "all" shall be construed to include "any."

9. "FPSC" or "Commission" means the Florida Public Service Commission.

10. "Parties" refers to all persons or entities who are petitioners, respondents, otherwise named parties, or who have, or may, intervene in FPSC Docket No. 040001-EI.

11. The words "Period of Inquiry" means the time FPL first initiated any action associated with the PPAs or subject matter of the PPAs to the present or January 1, 2000, whichever is the earlier

12. The term "person" or "people" means, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or *ad hoc*),

joint venture, unit operation, cooperative, municipality, commission, governmental body or agency or any other group or other organization.

13. The words “power”, “energy”, “electricity”, “electricity supplies” and “electricity products” shall be construed to include, but not be limited to, electrical energy, capacity, energy, ancillary services (various reserves, scheduling services and any other related service that may be associated with the proper operation of the electricity grid) and losses. Provide all information in MW or MWh as appropriate.

14. “Purchase Power Agreements” or “PPAs” means the three purchase agreements between FPL and Southern Company Services, Inc. as agent for Gulf Power Company, Georgia Power Company and Southern Power Company for output from Scherer Unit 3, Harris Unit 1 and Franklin Unit 1 filed in this proceeding by FPL.

15. The terms “related”, “related to” or “relating to” should be interpreted to include every document describing, discussing, analyzing, referring to, associated with, or bearing a relationship to the subject matter of the Request for Production. A document is “related to” a certain subject matter if the subject matter is described, discussed or referenced at any place in the document and even if the subject matter is not a major focus of the document.

16. “RFP” means the Request for Proposal you issued on or about August 25, 2003.

17. “Bid Process” means the process by which you reviewed and evaluated responses received in response to the RFP you issued on or about August 25, 2003.

18. “Staff” when used in reference to FPSC, means the Commission’s Staff in its role in this proceeding.

19. “SCSI” means Southern Company Services, Inc. and the entities it represented as agent under the PPAs (Gulf Power Company, Georgia Power Company and Southern Power Company).

20. The term “study” means an investigation, assessment, research or examination relating to an issue, subject or matter.

21. The term “workpapers” means all documents created, used, relied upon, considered, rejected and/or read by any of your experts, including persons working at such experts’ direction.

22. The terms “you”, “your” or “yourself” means (a) FPL and predecessors or successors in interest and any parent, subsidiary, division or affiliated entity in existence during the period of time covered by the Requests for Production; (b) all of their present and former directors, officers, employees, agents, representatives, accountants, investigators, consultants, attorneys; (c) any other person or entity acting on their behalf or on whose behalf FPL acted; (d) any other person or entity otherwise subject to FPL’s control, oversight or direction; or (e) individuals not employees of FPL who were involved in any manner regarding the PPAs.

23. The term “evaluation team” means any individual, or group of individuals, responsible for reviewing, analyzing, researching, negotiating or approving the PPAs.

INSTRUCTIONS

If there is objection to the production of any document or part thereof under the claim of privilege or work product, then please identify the document in a manner sufficient to enable the Commission to rule upon the claim of privilege or work product by stating, as to each such document, the date of the document, its sender(s) or preparer(s), its addressee(s), the person(s) to whom the document was shown or to whom copies were furnished, the subject matter of the document and the person in whose custody the document is presently located.

If any document requested was, but is no longer, in your possession, custody or control, then please state whether the document is missing or lost, has been destroyed, has been transferred to another person or has otherwise been disposed of. For each such document, please explain the circumstances surrounding its disposition and describe the subject matter of the document.

If you do not clearly understand, or have any questions about, the definitions, instructions, or any request for documents, please contact counsel for Churbuck promptly for clarification. These requests are deemed to be continuing requests requiring you to furnish additional documents covered by these requests as they become known and available.

DOCUMENTS REQUESTED

- 1) Any and all drafts, revisions, amendments, or annotated copies of Purchase Power Agreements between FPL and Southern Company Services, Inc. ("SCSI") for the Scherer Unit 3, Harris Unit 1, and Franklin Unit 1.
- 2) Any and all organizational charts that relate to any organizational unit within FPL that participated in the development, drafting, amending, creation, negotiation, consummation, evaluation, or selection associated with the PPAs or subject matter of the PPAs.
- 3) Any and all documents prepared by or for any FPL entity that discuss the development, drafting, amending, creation, negotiation, consummation, evaluation, or selection associated with the PPAs.
- 4) Any and all documents that identify each FPL employee, or any other person or persons, involved in the development, drafting, amending, creation, negotiation, consummation, evaluation, or selection processes for the PPAs.
- 5) Any and all documents prepared during the Period of Inquiry which describe the employee's job responsibilities for each FPL employee that participated in the evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs.
- 6) Any and all documents prepared during the Period of Inquiry which relate to the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 7) Any and all documents prepared during the Period of Inquiry which relate to the timing of seeking Commission approval for the PPAs.
- 8) Any and all documents and communications that discuss the process for selecting individuals to participate in the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 9) Any and all documents that identify the qualifications of individuals involved in the evaluation, selection, and/or negotiation processes associated with the PPAs.

- 10) Any and all documents or communications that discuss the factors or qualifications utilized in selecting individuals to participate in the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 11) Any and all documents that identify or discuss FPL's goals or objectives associated with the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 12) Any and all documents relating to the objective or objectives of the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 13) Any and all documents that were reviewed or relied upon in the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 14) Any and all documents which relate to the organization of the evaluation, selection, and/or negotiation processes or teams associated with the PPAs.
- 15) Any and all documents which relate to the decision-making process for the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 16) Any and all documents or communications relating to evaluation, selection, and/or negotiation processes associated with the PPAs that the individuals listed in response to Interrogatory No. 10 reviewed during the decision-making process.
- 17) Any and all documents authored or received by any individual involved in the PPAs evaluation, selection, and/or negotiation processes associated with the PPAs that discuss the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 18) Any and all documents related to criteria used in evaluating the PPAs.
- 19) Any and all document related to criteria used in evaluating responses to your recent Turkey Point RFP.
- 20) Any and all written instructions or communications provided to FPL or FPL representatives concerning the evaluation, selection, and/or negotiation processes associated with the PPAs.
- 21) Any and all documents related to the decision to enter into the PPAs.

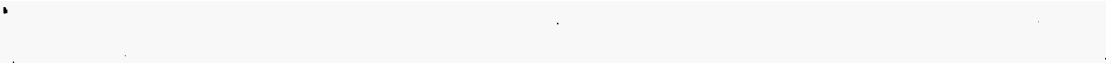










- 22) Any and all documents or communications related to the evaluation, selection, and/or negotiation processes associated with the PPAs not otherwise provided in response to a request.
- 23) Any and all documents related to any investigation FPL has done into SCSI's failure to satisfy FERC's indicative market power test or any of the previous market power proceedings at FERC involving SCSI.
- 24) Any and all documents prepared during the Period of Inquiry which describe the job responsibilities of each FPL employee or individual (that is not an employee of FPL) that participated in any investigation described in Interrogatories Nos. 11 and 12.
- 25) Any and all documents you have prepared, performed, received, reviewed or used regarding SCSI's failure to satisfy FERC's indicative market power test or any of the previous market power proceedings at FERC involving SCSI.
- 26) Any and all documents you have prepared, performed, received, reviewed or used regarding SERC power market, including but not limited to the market position of SCSI in SERC.
- 27) Any and all documents or communications between you and SCSI regarding the PPAs.
- 28) Any and all documents upon which FPL is relying to conclude that you will be able to "roll-over" the transmission rights bundled in its existing UPS Agreements into long term point to point transmission service arrangements that you can use to obtain power under these PPAs.
- 29) Any and all documents received from SCSI, its parent organizations, affiliates, subsidiaries, consultants, or third parties, regarding transmission rollover rights.
- 30) Any and all documents prepared during the Period of Inquiry regarding transmission losses associated with the PPAs.
- 31) Any and all documents prepared during the Period of Inquiry regarding lack of dual fuel capability associated with the PPAs.
- 32) Any and all documents prepared during the Period of Inquiry regarding the generation associated with the PPAs being located outside of the State of Florida.

- 33) Any and all documents that you prepared, performed, received, reviewed or used in your evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs regarding transmission losses, lack of dual fuel capability, or the generation being located outside of the South Florida.
- 34) Any and all documents related to the manner in which you evaluated the PPAs that were not used in evaluating responses received to your recent Turkey Point RFP.
- 35) Any and all documents related to the manner in which you evaluated responses received in response to your recent Turkey Point RFP that were not used in evaluating the PPAs.
- 36) Any and all documents that relate to transmission losses of generation being located outside of the South Florida area that you have submitted or made available to the Commission within the Period of Inquiry.
- 37) Any and all documents which relate to any investigation of the wholesale market for power in the 2010 to 2015 time frame you conducted prior to entering into the PPAs with SCS.
- 38) Any and all documents which relate to self-build options for power in the 2010 to 2015 time frame you considered prior to entering into the PPAs with SCS.
- 39) Any and all documents related to transmission analysis of the PPAs compared to a self-build option.
- 40) Any and all documents detailing, describing, analyzing, or predicting transmission losses associated with importing power to Florida under the PPAs.
- 41) Any and all documents related to pricing analysis of the PPAs compared to other market resources.
- 42) Any and all documents pertaining to the subject matter of the PPAs sent to, related to or received by power generators, power marketers or developers, other than SCS and FPL.
- 43) Any and all documents related to generation analysis of the PPAs compared to other options you considered.

- 44) Any and all documents or evaluation reports you prepared, reviewed, relied upon, or considered regarding other possible generation sources before executing the PPAs with SCSL.
- 45) Any and all documents regarding each and every power generator, power marketer, or power developer you contacted regarding their interest in supplying you the power represented by the PPAs.
- 46) Any and all documents you relied on regarding market forecasts for purchased power during the 2010 to 2015 time frame.
- 47) Any and all documents, research, analysis or studies that you may have prepared, performed, received, reviewed, relied upon, or used regarding the investigation into market prices for purchased power during the 2010 to 2015 time frame.
- 48) Any and all documents related to the issue of FPL being granted "roll-over" rights under the UPS agreement.
- 49) Any and all documents which will provide FPL the right of first refusal for additional firm coal-fired capacity and energy from SCSL's Miller unit.
- 50) Any and all documents which will provide FPL the right of first refusal for additional firm coal-fired capacity and energy from SCSL's Scherer unit.
- 51) Any and all documents that support Mr. Hartman's testimony on page 12 of his pre-filed testimony "that the ability to purchase off-peak power could result in substantial savings to FPL's customers, ranging between \$36 to \$33 million (2004 NPV), or an average of \$60 million over the contract term."
- 52) Any and all documents regarding the firm gas transportation contracts "between SCSL and Southern Mutual Gas Company" by which the Harris and Franklin contracts are supplied firm gas transportation.
- 53) Any and all documents related to risk assessments, if any, you have performed within the last 10 years related to FPL's "firm gas transportation paths," as that term is used on page 14 of Mr. Hartman's testimony.

- 54) Any and all documents that relate to the conclusion of Mr. Hartman on page 17 of his testimony “that 16,400 MW would be from units that are either in locations where the transmission path to FPL would be constrained, or are not directly connected to the SCSJ system and consequently FPL’s transmission roll-over rights would not be applicable.”
- 55) Any and all documents regarding each power generator, power marketer or power developer you contacted when investigating the market for purchased power in the 2010 to 2015 time frame.
- 56) Any and all documents regarding each power generator, power marketer or power developer you identified when investigating the market for purchased power in the 2010 to 2015 time frame.
- 57) Any and all documents identified or relied upon in your responses to Churbuck’s first set of Interrogatories.
- 58) Any and all documents you have provided the Commission or Commission staff regarding the PPAs.
- 59) Any and all documents you have provided your senior management at the level of vice president or higher regarding the PPAs.
- 60) Any and all documents you have provided your Board of Directors regarding the PPAs.
- 61) Any and all documents regarding self-build options you considered before executing the PPAs with SCSJ.
- 62) Any and all documents reflecting the costs of self-build options you considered before executing the PPAs with SCSJ.
- 63) Any and all documents regarding proposed solid fuel projects, either self-build or from third parties, that would deliver power to you during the 2010 to 2015 time frame.
- 64) A copy of the Unit Power Sale Agreement (UPS Agreement) between FPL and subsidiaries of the Southern Company referenced on page 5 of Mr. Hartman’s pre-filed testimony.

- 65) Any and all documents Mr. Hartman provided to you regarding evaluating and identifying improvement opportunities to existing long term purchase power agreements.
- 66) Any and all documents Mr. Hartman provided to you regarding negotiating amendments to existing long term purchase power agreements.
- 67) Any and all documents Mr. Hartman provided to you regarding negotiating new purchase power agreements.
- 68) Any and all documents relating to analysis Mr. Hartman provided to you over the past five years to assist you in determining whether and on what terms to extend or replace expiring purchased power contracts.
- 69) Any and all documents with which Mr. Hartman assisted in the development of draft purchase power agreements for future generation capacity purchases.
- 70) Any and all documents related to the economic analysis you performed as testified to by Mr. Hartman on page 19, lines 19 to page 20, line 8, of his direct testimony.
- 71) Any and all documents related to the key benefits of entering into to PPA's as testified to by Mr. Hartman on pages 9 and 10 of his pre-filed testimony.
- 72) Any and all documents related to evaluation of merchant generation in the SERC region to which Mr. Hartman testifies on Page 17 of his pre-filed testimony.
- 73) Any and all documents that support Mr. Hartman's statement at page 11, line 14-17 of his pre-filed testimony that "Retention of the Miller units to meet Alabama Power's Native load means that coal generation will be more frequently on the margin than it would otherwise be. As a result, power from coal units will be available more frequently in off-peak periods at attractive prices."
- 74) Any and all documents regarding "indications of interest from merchant generations" as that phase is used on page 16 of Mr. Hartman's testimony.

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- 75) Any and all documents regarding “recent publicly disclosed purchase power agreements for energy and capacity in the SERC region” as that phrase is used on page 16 of Mr. Hartman’s testimony.
- 76) Any and all documents provided to you by a corporate affiliate of SCSi or SCSi in response to your Turkey Point RFP.
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power Cost)
Recovery Clause and Generating) DOCKET NO. 040001-EI
Performance Incentive Factor)
)

THOMAS K. CHURBUCK'S
FIRST SET OF INTERROGATORIES (NOS. 1-57)
TO FLORIDA POWER & LIGHT COMPANY

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, THOMAS W. CHURBUCK ("Churbuck"), by and through his undersigned attorney, hereby serves his First Set of Interrogatories (Nos. 1 through 57) to Florida Power & Light Company. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served within twenty (20) days as ordered in PSC Order No. PSC-04-0161-PCO-EI.

DEFINITIONS

1. The words "and" and "or" should be construed either conjunctively or disjunctively as necessary to include information within the scope of a Data Request, rather than to exclude information therefrom.
2. "Bid process" means the process by which you discussed, prepared, issued, managed, scored, evaluated, changed, rejected, announced, or otherwise took action relative to the Request for Proposal you issued on or about August 25, 2003.
3. The term "communication" should be interpreted to include, but not be limited to, all forms of communication, whether written, printed, electronic, oral, pictorial, or otherwise, of any means or type whatsoever, including testimony or sworn statements and including correspondence.

4. The term "correspondence" should be interpreted to include, but not be limited to, all letters, telexes, facsimiles, telegrams, notices, messages, memoranda, e-mail communications and attachments, and other written or electronic or computer generated communications.

5. The term "documents" refers to all writings and records of every type in your possession, control, or custody, including but not limited to: testimony, exhibits, memoranda, correspondence, communications, letters, electronic mail, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data, computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, work papers, engineering diagrams (including "one-line" diagrams), mechanical and electrical recordings, records of telephone and telegraphic communications, recordings of telephone communications, speeches, and all other records, written, electrical, mechanical, or otherwise and drafts of any of the above.

6. The term "documents" includes copies of documents, where the originals are not in your possession, custody or control.

7. The term "documents" includes every copy of a document that contains handwritten or other notations or that otherwise does not duplicate the original or any other copy.

8. The term "documents" also includes any attachments or appendices to any document.

9. "Each" shall be construed to include the word "every," and "every" shall be construed to include the word "each." Similarly, "any" shall be construed to include "all," and "all" shall be construed to include "any."

10. "FPSC" or "Commission" means the Florida Public Service Commission.

11. "Identify" shall mean:

a. with respect to a person, to state the person's name, address, and business relationship (e.g., "employee") to the Company;

b. with respect to any document or report, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form;

c. in the event any interrogatory herein calls for information or for the identification of a document which you deem to be privileged, in whole or in part, the information should be given or the document identified to the fullest extent possible consistent with such claim of privilege and specify the grounds relied upon for the claim of privilege; and

d. for each interrogatory, identify the name, address, telephone number and position of the person responsible for providing the answer.

12. "Parties" refers to all persons or entities who are petitioners, respondents, otherwise named parties, or who have, or may, intervene in FPSC Docket No. 040001-EI.

13. The words "Period of Inquiry" means the time FPL first initiated any action associated with the PPAs or subject matter of the PPAs to the present or January 1, 2000, whichever is the earlier

14. The term "person" or "people" means, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or *ad hoc*), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency or any other group or other organization.

15. The words “power”, “energy”, “electricity”, “electricity supplies” and “electricity products” shall be construed to include, but not be limited to, electrical energy, capacity, energy, ancillary services (various reserves, scheduling services and any other related service that may be associated with the proper operation of the electricity grid) and losses. Provide all information in MW or MWh as appropriate.

16. “Purchase Power Agreements” or “PPAs” means the three purchase agreements between FPL and Southern Company Services, Inc , as agent for Gulf Power Company, Georgia Power Company and Southern Power Company for output from Scherer Unit 3, Harris Unit 1 and Franklin Unit 1 filed in this proceeding by FPL.

17. The terms “related”, “related to” or “relating to” should be interpreted to include every document describing, discussing, analyzing, referring to, associated with, or bearing a relationship to the subject matter of the Data Request. A document is “related to” a certain subject matter if the subject matter is described, discussed or referenced at any place in the document and even if the subject matter is not a major focus of the document.

18. “RFP” means the Request for Proposal you issued on or about August 25, 2003.

19. “Staff” when used in reference to FPSC, means the Commission’s Staff in its role in this proceeding.

20. “SCSI” means Southern Company Services, Inc , and the entities it represented as agent under the PPAs (Gulf Power Company, Georgia Power Company and Southern Power Company).

21. The term “study” means an investigation, assessment, research or examination relating to an issue, subject or matter.

22. The term "workpapers" means all documents created, used, relied upon, considered, rejected and/or read by any of your experts, including persons working at such experts' direction.

23. The terms "you", "your" or "yourself" means (a) FPL and predecessors or successors in interest and any parent, subsidiary, division or affiliated entity in existence during the period of time covered by the Interrogatories; (b) all of their present and former directors, officers, employees, agents, representatives, accountants, investigators, consultants, attorneys; (c) any other person or entity acting on their behalf or on whose behalf FPL acted; (d) any other person or entity otherwise subject to FPL's control, oversight or direction; or (e) individuals not employees of FPL who were involved in any manner regarding the PPAs.

INSTRUCTIONS

1. Each interrogatory shall be answered in full for each respondent.
2. If any of the following interrogatories cannot be answered in full after exercising due diligence to secure the information, please so state and answer to the extent possible, specifying your inability to answer the remainder, and state whatever information you have concerning the unanswered portion. If your answer is qualified or limited in any respect, please set forth the details of such qualifications and/or limitations.
3. If you object to fully identifying a document or oral communication because of a privilege, you must nevertheless provide the following information, unless divulging the information would disclose privileged information:
 - a. The nature of the privilege claimed (including work product);
 - b. The date of the document or oral communication;p
 - c. If a document, its type (correspondence, memorandum, facsimile, electronic mail, etc.), custodian, location, and such other information sufficient to identify the

document for a subpoena duces tecum or a document request, including where appropriate the author, the addressee, and, if not apparent, the relationship between the author and addressee;

d. If an oral communication, the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and

e. The general subject matter of the document or the oral communication.

4. If you object to all or part of any interrogatory and refuse to answer that part, state your objection, identify the part to which you are objecting, and answer the remaining portion of the interrogatory.

5. Whenever an interrogatory asks for information that is not available to you in the form requested, but is available in another form, or can be obtained at least in part from other data in your possession, so state and either supply the information requested in the form in which it is available, or supply the data from which the information requested can be obtained.

6. The singular shall include the plural and vice versa; the terms "and" and "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation".

7. If any interrogatory fails to specify a time period from which items should be listed, identified, or described, your answer shall include information from the previous three years.

8. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Florida Rules of Civil Procedure or Order of the Commission.

INTERROGATORIES

1. For each organizational unit identified in the organizational chart(s) produced in response to Request for Production No. 2, describe the units' functions and responsibilities.

2. For each organizational unit identified in the organizational chart(s) produced in response to Request for Production No. 2, identify the directors, officers and senior management for that unit.

3. For each organizational unit identified in the organizational chart(s) produced in response to Request for Production No. 2, identify each individual employed by or engaged by FPL that was at any time during the Period of Inquiry involved in or privy to information concerning the PPAs or subject matter of the PPAs, and state the individual's job title and supervisor.

4. Identify each FPL employee that participated in the evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs. For each such employee:
 - a. Identify the employee;

 - b. state the employee's title and supervisor;

 - c. describe the employee's role in the evaluation, selection, and/or negotiation processes; and

d. identify each position that the employee has had in an organization other than FPL since January 1, 2000.

5. Identify each individual not an employee of FPL that participated in the evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs. For each such individual:

a. identify the organization that employed the individual;

b. state the individual's title and supervisor;

c. describe the individual's role in the evaluation, selection, and/or negotiation processes; and

d. state the individual's business address, home address, and business telephone number.

6. Describe the process and criteria by which each of the individuals identified in Interrogatories No. 5 above was selected to participate in the evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs.

7. Identify the individual or individuals who made the selection decision. (If individuals acted together, as some sort of selection committee, identify the individuals on that committee.)
8. Identify each individual identified in Interrogatory No. 5 and 7 above who, at any time, was employed by FPL. For each such individual, state the nature and time period of his employment with FPL.
9. Describe the evaluation, selection, and/or negotiation processes associated with the PPAs.
- Provide:
- a. Description;

- b. A statement of the objective of the evaluation, selection, and/or negotiation processes associated with the PPAs or subject matter of the PPAs;

- c. A timeline indicating significant processes milestones; and

- d. Identify any documents that were prepared by FPL, or at the direction of FPL, by SCSI, or at the direction of SCSI, or exchanged between FPL and SCSI during the evaluation, selection and/or negotiation processes associated with the PPAs or subject matter of the PPAs.

10. Identify for FPL and SCSi the individual or individuals who had the final decision-making authority over the evaluation, selection, and/or negotiation processes associated with the PPAs.

11. Has FPL made, conducted, performed or otherwise authorized any investigation into SCSi's failure to satisfy FERC's indicative market power test or any of the previous market power proceedings at FERC involving SCSi? If yes, please describe the nature and extent of any such investigation, identify all individuals (including name, address, telephone number, and employer) involved in such investigation, and identify any documents relating to the investigation.

12. Has FPL made, conducted, performed, or otherwise uatthorized any investigation regarding the SERC energy market, including but not limited to the market position of SCSi and corporate affiliates in SERC? If yes, please describe the nature and extent of any such investigation, identify all individuals (including name, address, telephone number, and employer) involved in such investigation, and identify all documents related to the investigation.

13. Identify each employee or individual (not an employee of FPL) that participated in any investigation, as described in Interrogatories No. 11 and 12 above. For each such person:

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the investigation.

14. Identify the date, times and participants of any telephone discussions or meetings between FPL and SCSJ at which the PPAs were discussed, and describe the substance of what was discussed.

15. Identify each employee or individual (not an employee of FPL) that participated in any analysis associated with the PPAs or subject matter of the PPAs regarding transmission losses, lack of dual fuel capability, or the generation being located outside of the South Florida area:

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the analysis.

16. Identify each employee or individual (not an employee of FPL) that participated, during the Period of Inquiry, in any analysis associated with other Purchased Power Agreements, Requests for Proposal, or Need Determination proceedings regarding transmission losses, lack of dual fuel capability, or the generation being located outside of the South Florida area.

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the analysis.

17. Identify each employee or individual (not an employee of FPL) that participated in any investigation of the wholesale market for power in the 2010 to 2015 time frame prior to entering into the PPAs with SCSL.

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the investigation.

18. Identify each employee or individual (not an employee of FPL) that participated in any investigation of self build options for power in the 2010 to 2015 time frame prior to entering into the PPAs with SCS.

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the investigation.

19. Identify each and every power generator, power marketer or developer that you identified as a possible generation source in your investigation of other market opportunities besides the PPAs, and, if contact was made with them, provide the date(s) of such contact, the identity of the person or persons contacted, and identify any documents associated with such contact.

20. Identify what investigation or forecast, if any, FPL has done into market prices for purchased power during the 2010 to 2015 time frame and identify all documents relied upon in such investigation or forecast.

21. Identify each employee or individual (not an employee of FPL) that participated in any investigation or forecast, as described in Interrogatory No. 20 above. For each such person:

a. identify the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the investigation or forecast.

22. What investigation or analysis has FPL done to conclude that these PPAs must be approved now when the energy and capacity represented by the PPAs is not needed until June 1, 2010 at the earliest?

23. What investigation or analysis has FPL done to conclude that these PPAs must be approved now when the counterparty to the Purchase Power Agreements, SCSI, has failed one of the indicative tests used by the FERC for determining market power?

24. Identify each employee or individual (not an employee of FPL) that participated in any investigation or analysis, as described in Interrogatories Nos. 22 and 23 above. For each such person:

a. **identify** the organization that employed the person;

b. state the person's title and supervisor; and

c. describe the person's role in the investigation or forecast.

25. Under the Scherer Contract, what is the fixed monthly capacity payment, variable O & M payment and startup payments referenced on page 4 of Mr. Hartman's testimony?

26. Under the Scherer Contract, what is the escalation rate used?

27. Under the Scherer Contract, what is the established gas index to which fuel supply is tied and what is the fixed heat rate curve for the facility?

28. Under the Harris Contract, what is the fixed monthly capacity payment, variable O & M payment and startup payments referenced on page 4 of Mr. Hartman's testimony?

29. Under the Harris Contract, what is the escalation rate used?

30. Under the Harris Contract, what is the established gas index to which fuel supply is tied and what is the fixed heat rate curve for the facility?

31. Under the Franklin Contract, what is the fixed monthly capacity payment, variable O & M payment and startup payments referenced on page 4 of Mr. Hartman's testimony?

32. Under the Franklin Contract, what is the escalation rate used?

33. Under the Franklin Contract, what is the established gas index to which fuel supply is tied and what is the fixed heat rate curve for the facility?

34. On page 14 of Mr. Hartman's testimony, he indicates the three contracts provide 930 MW after allowance for transmission losses on SCSI's system. Did FPL perform any analysis for transmission losses that will occur on FPL's transmission system, similar to the analysis performed during FPL's recent Turkey Point Request for Proposals, and if so, describe the results and identify any documents related to this analysis. If no such analysis was performed, explain why not.

35. What is the relative break down for transmission losses associated with each of the three contracts with SCSI that will occur on the Southern system?

36. Why were all three contracts linked together for the purpose of seeking Commission approval, specifically as testified to by Mr. Hartman, "termination of any one contract required the termination of all three contracts?" Who negotiated this point?

37. Identify all documents related to any analysis, investigation or studies, if any, FPL has performed related to showing whether the charged delivery points (from the existing UPS Agreement to the PPAs) cause substantial changes in the transmission provider's system flows.

38. What other power plant units (in operation, in construction, or in development) are located on the flow path between the Miller units and the Florida border?

39. What percentage of FPL's present generation portfolio does a purchase power agreement for 165 MW of energy and capacity represent?

40. Is firm transmission available as a separate commodity, not linked to these PPAs? If so, what efforts, if any, did you take to secure this commodity?

41. Describe all efforts and identify all documents related to any investigation, study or analysis, if any, FPL performed related to obtaining energy and capacity from or locating in Florida a solid fuel generating facility for the energy and capacity represented by the PPAs.

42. Describe all efforts and identify all documents related to any investigation, study or analysis, if any, FPL performed related to obtaining energy and capacity from generation (in operation, in construction or in development) located in FRCC region rather than the SERC region.
43. How much of the output of the Harris contract is supported by firm gas transportation to this plant under a contract between SCSi and Southern Natural Gas Company (“SNGC”)?
44. Explain the “financial incentive” that SCSi has under the contracts with SNGC to use other resources available to them to meet FPL’s needs if, for any reason, any of the units under the PPAs is not available.

45. Describe all steps and identify all documents related to those efforts FPL took to assess the potential for meeting FPL's firm energy capacity needs represented by the PPAs by pursuing self-build options.

46. Is FPL actively seeking energy and capacity to fill its 2008 and 2009 need for energy and capacity? If not, why not?

47. What is the market price for power in the Southeast Florida area for the 2010 to 2015 time period? Identify all documents you rely upon to support this answer.

48. For each expert you intend to call as a witness in this case who will express an expert opinion with regard to the issues in this case, specifically identify and/or disclose:

a. each expert's name and address and are and/or field of expertise;

b. the date you retained each expert;

c. the issue(s) on which each expert is expected to testify, as follows:

1. the subject matter about which each expert is expected to testify;

2. the substance of the facts and opinions to which each expert is expected to testify; and

3. a summary of the grounds for each opinion about which each expert intends to testify at the trial of this matter.

d. all other cases (by party names, court or administrative tribunal and case number), within the last three (3) years, in which each expert has testified by deposition or at trial and identify the law firm or if sole practitioner, the counsel, who represented the party who retained each expert;

e. identify and produce any document upon which your expert(s) will rely or otherwise base his/her opinion(s).

49. What is the assessed value for Ad Valorem tax purposes of your 4 on 1 Martin combined cycle unit?

50. What is the assessed value for Ad Valorem tax purposes of your 4 on 1 Manatee combined cycle unit?
51. How many jobs are typically created by the development and construction of a 4 on 1 self-build combined cycle unit, such as your Manatee 4 on 1 combined cycle plants?
52. Please describe the status of your efforts to obtain firm transmission rights from each generating facility represented by the PPA's and identify all documents related to these efforts.
53. As set forth at the bottom of page 8 of Mr. Hartman's testimony, why did you assume that the replacement contracts for the UPS Agreement would be based only upon natural gas fired generation?

54. Describe specifically, what Mr. Hartman did when he “oversaw an evaluation of the contracts against offers received by FPL in the last RFP conducted relative to FPL’s 2007 need for incremental capacity” and identify all documents related his involvement in the last RFP.

55. Describe all efforts you made to solicit indicative offers and identify all entities from whom you sought indications of pricing as testified to by Mr. Hartman beginning on Page 18 of his pre-filed testimony.

56. What indications, if any, have you received from SCSJ that the benefits of the PPA’s will not be available if you wait until 2007 to solicit for your 2010 need?

57. Has SCSJ communicated to you that the benefits you describe associated with the PPA's will not be available to you at any point in the future? If so, identify how that communication was made, the persons involved, the date of the communication and any documents associated with the communication.