

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to determine  
need for an electrical power  
plant in Martin County by  
Florida Power & Light Company.

Docket No.: 020262-EI

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In re: Petition to determine  
need for an electrical power  
plant in Manatee County by  
Florida Power & Light Company.

Docket No.: 020263-EI  
Filed: September 5, 2002

**CPV GULF COAST, LTD.'S OBJECTIONS  
TO FLORIDA POWER & LIGHT COMPANY'S  
THIRD SET OF INTERROGATORIES (Nos. 46-57)**

CPV Gulfcoast, Ltd. ("CPV Gulfcoast"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350 and 1.280(b), Florida Rules of Civil Procedure, hereby submits the following Objections to Florida Power & Light Company's (FPL) Third Set of Interrogatories:

**INTRODUCTION**

The objections stated herein are preliminary in nature and are made at this time for the purpose of complying with the 10-day requirement as set forth in Order No. PSC-02-0992-PCO-EI ("Procedural Order") issued by the Florida Public Service Commission ("Commission") in the above-referenced dockets. Should additional grounds for objection be discovered as CPV Gulfcoast prepares its responses to the above-referenced requests, CPV Gulfcoast reserves the right to supplement, revise or modify its objections at the time that it serves its responses on FPL. Moreover, should CPV Gulfcoast determine that a Protective Order is necessary with respect to any of the material requested by FPL, CPV Gulfcoast reserves the right to file a motion with the Commission

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seeking such an order.

### **GENERAL OBJECTIONS**

CPV Gulfcoast makes the following General Objections to FPL's Third Set of Interrogatories ("Third IRR"). These general objections apply to each of the individual interrogatories in the Third IRR, respectively, and will be incorporated by reference into CPV Gulfcoast's responses and answers when they are served on FPL.

1. CPV Gulfcoast objects to the requests to the extent that such requests seek to impose an obligation on CPV Gulfcoast to respond on behalf of subsidiaries, parent entities, affiliates or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. CPV Gulfcoast objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege or other applicable privilege.

3. CPV Gulfcoast objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by CPV Gulfcoast to FPL's requests will be provided subject to, and without waiver of, the foregoing objection.

4. CPV Gulfcoast objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. CPV Gulfcoast will attempt to note in its responses each instance where this objection applies.

5. CPV Gulfcoast objects to FPL's discovery requests, instructions and definitions, insofar as they seek to impose obligations on CPV Gulfcoast that exceed the requirements of the Florida Rules of Civil Procedure or Florida law.

6. CPV Gulfcoast objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

7. CPV Gulfcoast objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive or excessively time consuming as written. CPV Gulfcoast also objects to any request for production of documents that calls for the creation of information as opposed to the reporting of presently existing information as an improper expansion of CPV Gulfcoast's obligations under the law FPL invokes.

8. CPV Gulfcoast objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that FPL requests proprietary confidential business information which is not subject to the "trade secrets" privilege, CPV Gulfcoast may make such information available to counsel for FPL pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

9. CPV Gulfcoast objects to the nature of information sought by FPL on the following grounds: FPL filed Petitions for Need in these cases. Consequently, FPL has the affirmative burden of proving that its proposed projects will satisfy the statutory need criteria set forth in Section 403.519, Florida Statutes. FPL did not identify CPV Gulfcoast as a primarily-affected utility in this proceeding pursuant to Section 25-22.081, F.A.C. FPL did not short list or negotiate with CPV Gulfcoast. As an intervenor, CPV Gulfcoast must show that it was a participant in FPL's selection

process. See Rule 25-22.082(8), F.A.C. Nevertheless, FPL has served extensive discovery on CPV Gulfcoast, most of which is irrelevant, immaterial, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Put simply, it is FPL's need case and selection process that is at issue, not CPV Gulfcoast's. To the extent that FPL somehow contends it needs CPV Gulfcoast's sensitive financial information to judge CPV Gulfcoast's ability to perform, now, after the fact, it ignores the RFP's requirement of certain completion security terms.

### **SPECIFIC OBJECTIONS: THIRD IRR**

In addition to the foregoing General Objections, CPV Gulfcoast raises the following Specific Objections to the following individual interrogatories in the Third IRR:

**52. Explain and describe in detail any and all risks to FPL and/or its customers of non-performance by a supplier under a power purchase contract.**

**Objection:** Overbroad, vague, and calls for speculation. To explain all risks as asked, one would need to know the details of the non-performance. Moreover, one would need to know the terms of contractual relationship, or as the term is used in Interrogatory No. 52, "a power purchase contract." Additionally, the question fails to identify the type of supplier which the inquiry is directed, making it vague and overbroad.

**53. Identify and describe all conditions or circumstances that, based on Douglas F. Egan's experience and knowledge, would or could result in a supplier failing to perform under a purchased power agreement.**

**Objection:** Overbroad, vague, and calls for speculation. The question is not answerable in that it asks for what could result in a supplier failing to perform under a purchased power agreement, but the terms of the agreement are unknown. Additionally, the question fails to identify the type of

supplier which the inquiry is directed, making it vague and overbroad.



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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail to those listed below without an asterisk, and by e-mail and hand delivery to those listed below with an asterisk on this 5th day of September, 2002:

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