

REQUEST TO ESTABLISH DOCKET

(Please Type)

Date:	11/29/2007	Docket No.:	070703-ET
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1. Division Name/Staff Name:	Division Of Economic Regulation/ Pete Lester
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2. OPR:	ECR
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3. OCR:	GCL
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4. Suggested Docket Title:	Review of coal costs for Progress Energy Florida's Crystal River Units 4 and 5 for 2006 and 2007.
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5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES OR ACRONYMS ONLY if a regulated company.

B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

Progress Energy Florida, Inc.	
Office of Public Counsel	

2. Interested persons and their representatives (if any):

6. Check one:

Documentation is attached.

Documentation will be provided with recommendation.

DOCUMENT NUMBER-DATE
10584 NOV 29 06

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and purchased power cost recovery
clause with generating performance incentive
factor.

DOCKET NO. 070001-EI
ORDER NO. PSC-07-0881-PHO-EI
ISSUED: October 31, 2007

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code (F.A.C.), a Prehearing Conference was held on October 22, 2007, in Tallahassee, Florida, before Commissioner Matthew M. Carter II, as Prehearing Officer.

APPEARANCES:

R. ALEXANDER GLENN, ESQUIRE, and JOHN T. BURNETT, ESQUIRE,
Progress Energy Service Company, LLC, 100 Central Avenue, St. Petersburg,
Florida 33701-3323

On behalf of Progress Energy Florida, Inc. (PEF).

R. WADE LITCHFIELD, ESQUIRE, and JOHN T. BUTLER, ESQUIRE, 700
Universe Boulevard, Juno Beach, Florida 33408

On behalf of Florida Power & Light Company (FPL).

JEFFREY A. STONE, ESQUIRE, RUSSELL A. BADDERS, ESQUIRE, and
STEVEN R. GRIFFIN, ESQUIRE, Beggs & Lane, Post Office Box 12950,
Pensacola, Florida 32591-2950

On behalf of Gulf Power Company (Gulf).

JAMES D. BEASLEY, ESQUIRE, and LEE L. WILLIS, ESQUIRE, Ausley &
McMullen, Post Office Box 391, Tallahassee, Florida 32302

On behalf of Tampa Electric Company (TECO).

DAMUND E. WILLIAMS, MAJOR, KAREN WHITE, LIEUTENANT
COLONEL, AFLSA/JACL-ULT, 139 Barnes Drive, Suite 1, Tyndall Air Force
Base, FL 32403-5319

On behalf of Federal Executive Agencies, (FEA).

JOHN W. MCWHIRTER, JR., ESQUIRE, McWhirter, Reeves & Davidson, P.
A., 400 North Tampa Street, Suite 2450, Tampa, Florida 33602

On behalf of Florida Industrial Power Users Group (FIPUG).

NORMAN H. HORTON, JR., ESQUIRE, Messer, Caparello & Self, P. A., Post
Office Box 15579, Tallahassee, Florida 32317

On behalf of Florida Public Utilities Company (FPUC).

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09884 OCT 31 07

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COMPANY-SPECIFIC FUEL ADJUSTMENT ISSUES

Progress Energy Florida

ISSUE 12A: SPUN-OFF TO SEPARATE DOCKET

ISSUE 12B: Has PEF adequately mitigated the price risk for natural gas, residual oil, and purchased power for the years 2006 through 2008?

POSITIONS

PEF: Yes, PEF has adequately mitigated the price risk for natural gas, residual oil, and purchased power for the years 2006 through 2008. (McCallister)

AARP: No position pending review of outstanding discovery.

AG: No position pending review of outstanding discovery.

FEA: No position.

FIPUG: Restates its basic position.

OPC: No position pending review of outstanding discovery.

STAFF: No position pending testimony and evidence presented at hearing.

Florida Power & Light Company

ISSUE 13A: With respect to the outage extension at Turkey Point Unit 3 which was caused by a drilled hole in the pressurized piping, should customers or FPL be responsible for the additional fuel cost incurred as a result of the extension?

POSITIONS

FPL: FPL's Replacement power costs constitute actual fuel and/or purchased power costs incurred in providing electric service to its customers. As such, they are properly recoverable through the FCR Clause just like any other power costs, unless they are shown to have been unnecessarily incurred because the utility could have avoided them had it acted prudently. There is nothing to suggest that FPL acted imprudently with respect to the deliberate bad act that led to the drilled hole. FPL complied fully with NRC requirements and industry standards in order to prevent improper access and deliberate criminal acts, and took extensive actions to swiftly and effectively investigate and inspect both Turkey Unit 3 and Unit 4 after the drilled hole in the pressurizer piping was discovered, enabling FPL to expeditiously return the plant to service with minimal disruption in

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