

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Environmental Cost)
Recovery Clause) DOCKET NO. 130007-EI
_____) SERVED: OCTOBER 4, 2013

**DeSOTO COUNTY GENERATING COMPANY'S NOTICE OF OBJECTIONS
TO FLORIDA POWER & LIGHT COMPANY'S FIRST SET
OF INTERROGATORIES (NOS. 1-9)**

DeSoto County Generating Company, LLC ("DeSoto"), pursuant to Rule 1.340, Florida Rules of Civil Procedure, Rule 28-106.206, Florida Administrative Code, and Commission Order No. 13-0070-PCO-EI, and Order No. 13-0165-PCO-EI, the Order Establishing Procedure in this docket, as amended, hereby submits the following Objections to Florida Power & Light Company's ("FPL") First Set of Interrogatories propounded on DeSoto on September 27, 2013.

I. General Objections

DeSoto objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time response is first made or is later determined to be applicable for any reason. DeSoto in no way intends to waive any such privilege or protection. The nature of the documents protected by such privileges and doctrines, if any,

will be described in a privilege log prepared and provided by DeSoto.

As explained below, DeSoto's responses will provide all of the information that DeSoto is able to obtain after a reasonable and diligent search conducted in connection with these discovery requests. To the extent that the discovery requests propose to require more, DeSoto objects on the grounds that compliance would impose an undue burden or expense on DeSoto.

DeSoto objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, or not reasonably calculated to lead to the discovery of admissible evidence.

DeSoto objects to each and every discovery request to the extent it 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 such discovery requests. Any responses provided by DeSoto will be provided subject to, and without waiver of, the foregoing objection.

DeSoto also objects to each and every discovery request to the extent it calls for DeSoto to prepare information in a particular format, to perform calculations or analyses not previously prepared or performed, or to create new information,

as unduly burdensome and purporting to expand DeSoto's obligations under applicable law.

DeSoto objects to providing information to the extent that such information is already in FPL's possession, already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

Where any discovery request calls for production of documents, DeSoto objects to any production location other than the location established by DeSoto, which is at the offices of DeSoto's attorneys, Gardner Bist Wiener Wadsworth Bowden Bush Dee LaVia & Wright, P.A., at 1300 Thomaswood Drive, Tallahassee, Florida, unless otherwise agreed by the parties.

DeSoto objects to each and every discovery request and any instructions that purport to expand DeSoto's obligations under applicable law.

To the extent that any discovery request seeks information or documents that are the confidential, proprietary business information of DeSoto, or of an entity to whom DeSoto has committed to protect that entity's confidential information, DeSoto objects to providing such information without having an appropriate and acceptable Confidentiality Agreement in place to protect such information from being disclosed in any way that would harm the competitive business interests of DeSoto or any other entity. Consistent with Commission rules and practice,

DeSoto will endeavor in good faith to provide responsive information and documents, and to that end, DeSoto and FPL are working toward the execution of a mutually agreeable Confidentiality Agreement that would protect DeSoto's confidential information. To the extent that an interrogatory seeks another entity's confidential information, DeSoto will endeavor in good faith and with due diligence to expeditiously seek such other entity's authorization to disclose the information pursuant to an appropriate Confidentiality Agreement acceptable to such entity. Without limitation, DeSoto believes that documents responsive to Interrogatories Nos. 1, 2, 3, 7, and 9 may include confidential information of entities other than DeSoto.

DeSoto expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

II. Specific Objections

In addition to the foregoing general objections, DeSoto objects to the following individual interrogatories for the reasons and grounds stated below.

1. For the past 10 years, please describe in detail all maintenance activities, who performed the maintenance, and the associated costs for DeSoto's Florida power plant.

DeSoto objects to this interrogatory on the grounds that it is, at least potentially, overbroad and unduly burdensome.

DeSoto has owned the DeSoto Generating Facility since December 28, 2009, and FPL's request for information over the past decade, including approximately 6 years in which DeSoto did not own the Facility, may encompass information that is not available.

Subject to the foregoing general and specific objections, DeSoto will attempt to answer this interrogatory.

2. For the past 10 years, please describe in detail all major equipment maintenance and/or replacement, who performed the major equipment maintenance and/or replacement, and the associated costs for DeSoto's Florida power plant.

DeSoto objects to this interrogatory on the grounds that it is, at least potentially, overbroad and unduly burdensome.

DeSoto has owned the DeSoto Generating Facility since December 28, 2009, and FPL's request for information over the past decade, including approximately 6 years in which DeSoto did not own the Facility, may encompass information that is not available.

Subject to the foregoing general and specific objections, DeSoto will attempt to answer this interrogatory.

6. Please refer to page 9 of the testimony of DeSoto witness French. Please describe in detail the 2005 environmental compliance violations for the DeSoto Florida power plant resulting in fines or other penalties.
 - a. Has DeSoto's Florida power plant incurred any other environmental compliance violations during the life of its operations?
 - b. If so, please describe in detail.

DeSoto objects to this interrogatory on the grounds that it is, at least potentially, overbroad and unduly burdensome. The DeSoto Generating Facility achieved commercial operation in June 2002, and DeSoto has owned the DeSoto Facility since December 28, 2009; FPL's request for information over the past 11-plus years, including approximately 6 years in which DeSoto did not own the Facility, may encompass information that is not available.

Subject to the foregoing general and specific objections, DeSoto will attempt to answer this interrogatory.

8. Please identify any and all CT components in the DeSoto Florida facility that did not come from the original equipment manufacturer ("OEM").
 - a. For each such component, please describe any and all analyses that were performed prior to installing the non-OEM parts, to evaluate their comparability to the OEM components that they replaced.
 - b. For each such component, please state what warranty, if any, has been provided by the non-OEM vendor.
 - c. Please explain how the installation or use of a non-OEM component impacts the warranty provided by the original CT manufacturer.

DeSoto objects to this interrogatory on the grounds that it is, at least potentially, overbroad and unduly burdensome. The DeSoto Generating Facility achieved commercial operation in June 2002, and DeSoto has owned the DeSoto Facility since December 28, 2009; FPL's request for information that may cover the past 11-plus years, including approximately 6 years in which DeSoto did not own the Facility, may encompass information that is not available.

Subject to the foregoing general and specific objections, DeSoto will attempt to answer this interrogatory.

9. Please identify all New Source Review (NSR) analyses that were conducted for major modifications and equipment replacement for past and future projected outage activities at the facility including criteria pollutants and greenhouse gasses (GHG).

DeSoto objects to this interrogatory on the grounds that it is, at least potentially, overbroad and unduly burdensome. The DeSoto Generating Facility achieved commercial operation in June 2002, and DeSoto has owned the DeSoto Facility since December 28, 2009; FPL's request for information that may cover the past 11-plus years, including approximately 6 years in which DeSoto did not own the Facility, as well as an unspecified future time period, may encompass information that is not available.

Subject to the foregoing general and specific objections, DeSoto will attempt to answer this interrogatory.

Respectfully submitted this 4th day of October 2013.



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to the following by electronic mail on this 4th day of October 2013.

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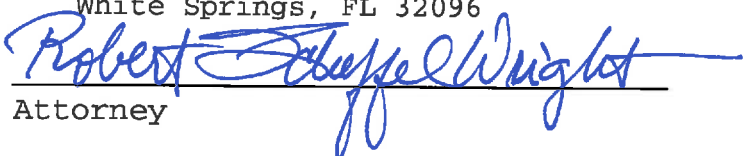
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