

Douglas L. Patch
dpatch@orr-reno.com
Direct Dial 603.223.9161
Direct Fax 603.223.9061

Orr&Reno
Professional Association

One Eagle Square, P.O. Box 3550
Concord, NH 03302-3550
Telephone 603.224.2381
Facsimile 603.224.2318
www.orr-reno.com

HAND DELIVERED

January 29, 2009

Thomas S. Burack, Commissioner
NH Department of Environmental Services
Chairman, NH Site Evaluation Committee
29 Hazen Drive
Concord, NH 03302-0095

Re: SEC Docket No. 2008-05 - *Motion of Florida Power & Light Company for a Declaratory Ruling Regarding the Proposed Reliability Upgrade of the Seabrook Transmission Substation*

Dear Chairman Burack:

On Behalf of Florida Power & Light Company ("FPL") I am filing with the New Hampshire Site Evaluation Committee an original and 15 copies of the supporting written documentation referred to in the *Order Granting Motion for Declaratory Ruling Regarding Seabrook Transmission Substation Reliability Upgrade* issued by the Site Evaluation Committee on December 17, 2008 in the above-captioned matter regarding FPL's proposed reliability upgrade of the Seabrook Transmission Substation ("Reliability Upgrade Project"). This documentation includes the following:

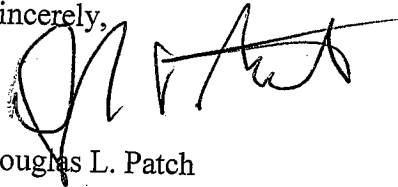
- A letter from Dr. Frank Richardson of the NH Department of Environmental Services dated December 12, 2008 indicating that wetlands, shoreland protection and alteration of terrain permits are not required for the Reliability Upgrade Project;
- A letter from Frank J. DelGuidice with the U.S. Army Corps of Engineers dated December 16, 2008 indicating that the Reliability Upgrade Project does not require any permits from them;
- A Notice of Intent Form with Attachments for coverage under the NPDES General Permit for Construction Dewatering Activity Discharges in New Hampshire, which FPL submitted to the United States Environmental Protection Agency and to the New Hampshire Department of Environmental Services on January 16, 2009;

- A copy of the E-22 form for construction projects that FPL filed with the NH Public Utilities Commission on December 22, 2008;
- A copy of the petition for financing approval that FPL filed with the NHPUC on December 22, 2008;
- A copy of the letter from the ISO dated November 20, 2008 indicating a determination of no significant adverse effects; and
- A copy of the town of Seabrook building permit application submitted on January 26, 2009.

As required in the Order, copies of this letter and the enclosures are being provided to Michael J. Iacopino, Counsel to the Committee. FPL will provide the Committee with the NHPUC order on the financing petition and the Seabrook building permit once they have been issued.

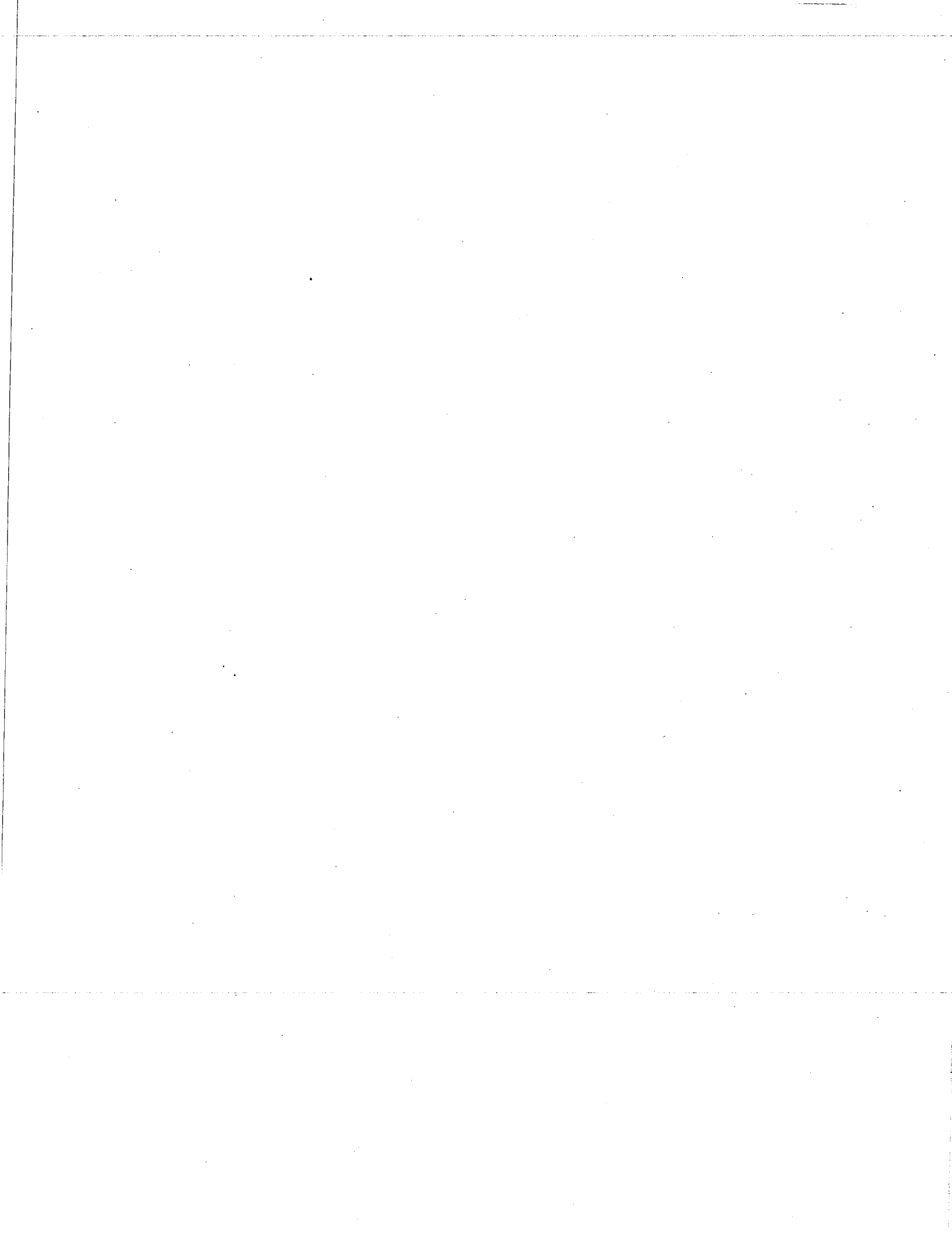
Please let me know if you have any questions. I have included an extra copy of the cover letter so that it may be date stamped as received and returned to me. FPL greatly appreciates the Committee's assistance in addressing this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Patch", written over a faint circular stamp.

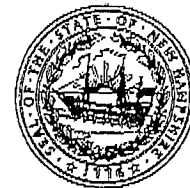
Douglas L. Patch

cc. Michael J. Iacopino, Counsel to the Site Evaluation Committee
Gunnar Birgisson, FPL





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

December 12, 2008

W.C. Locke, Jr., Manager, Transmission Services
 Florida Power & Light Company
 4200 W. Flagler Street
 Miami, FL 33134

RE: Transmission Substation Upgrade at Seabrook, NH

Dear Mr. Locke,

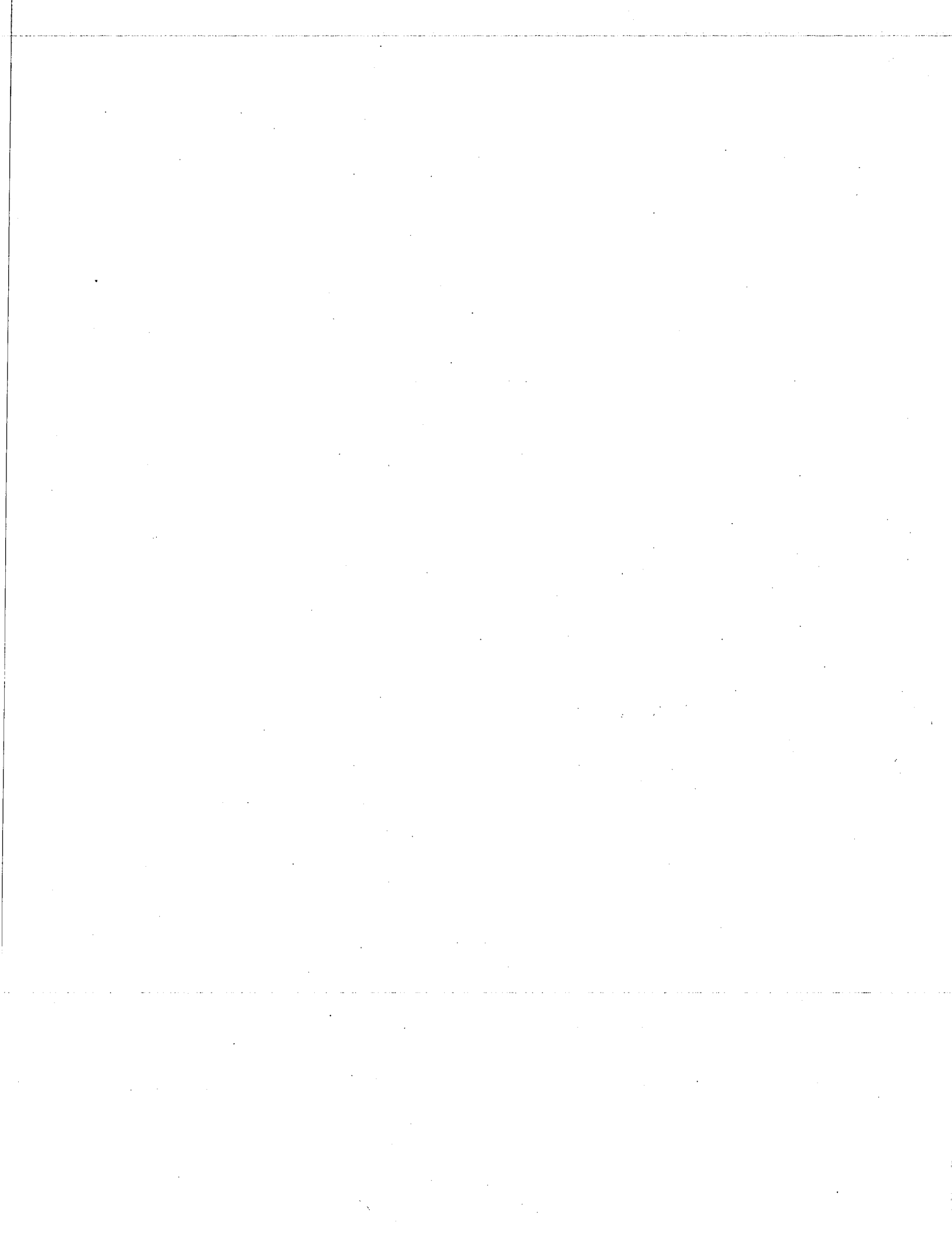
I am responding to your inquiry as to whether the proposed upgrade to the transmission substation at Seabrook will require a wetlands permit, Shoreland protection permit or Alteration of Terrain permit from the N.H. Department of Environmental Services (DES). It is my understanding that the N.H. Site Evaluation Committee would like written confirmation that the proposed upgrade will not require these permits from DES.

This letter is to corroborate the findings made during my field inspection at Seabrook Station on Wednesday September 17, 2008 to view the site for the proposed gas-insulated switchyard expansion project. The work proposed is essentially a vertical lift of switchyard components that does not encroach on any undeveloped areas within 250 feet of the NH Comprehensive Shoreland Protection Act (CSPA) reference line, being the highest observable tide line, at the landward edge of the salt marsh. Although the project falls within the 250-foot area of CSPA jurisdiction, the project will not result in any additional impervious surface on this previously developed site. Therefore, it is determined that this project, as proposed, does not require any permit, waiver or variance under RSA 483-B, the Comprehensive Shoreland Protection Act. This includes my determination that, because the expansion project will not result in a contiguous disturbed area exceeding 50,000 square feet under RSA 483-B:6, I(d), there is no requirement for an Alteration of Terrain permit to be issued under RSA 485-A:17.

In addition, because there are no jurisdictional wetlands within the project area and it is located outside the 100-foot upland Tidal Buffer Zone (100 feet landward of the highest observable tide line), the proposed switchyard expansion project on this previously developed site does not require a DES Wetlands permit under RSA 482-A.

Sincerely,

Frank D. Richardson, Ph.D.
 Senior Wetlands Inspector
 Southeast Region Supervisor
 NH DES Wetlands Bureau
 Pease Field Office
 50 International Drive, Ste. 200
 Portsmouth NH 03801





DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO
ATTENTION OF

December 16, 2008

Regulatory Division
CENAE-R-PEC
File No. NAE-2008-03681

Florida Power & Light Company
Attn: W.C. Locke, Jr., Manager, Transmission Services
4200 W. Flagler Street
Miami, Florida 33134


Dear Mr. Locke:

This is to inform you that we have reviewed the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau letter of December 12, 2008 concerning work that Florida Power & Light Company proposes to do to upgrade its transmission substation at Seabrook, New Hampshire. That letter indicates that none of the proposed work will be located in areas of Corps of Engineers jurisdiction.

Based on the information provided, we have determined that a Department of the Army permit is not required for the work described in the NHDES letter. Corps of Engineers regulatory jurisdiction encompasses all work in or affecting navigable waters of the United States under Section 10 of the Rivers and Harbors Act of 1899 and the discharge of dredged or fill material into all waters of the United States, including adjacent wetlands, under Section 404 of the Clean Water Act. Since no work in or affecting navigable waters will occur; and no fill will be placed in waters or wetlands, a Department of the Army permit is not required.

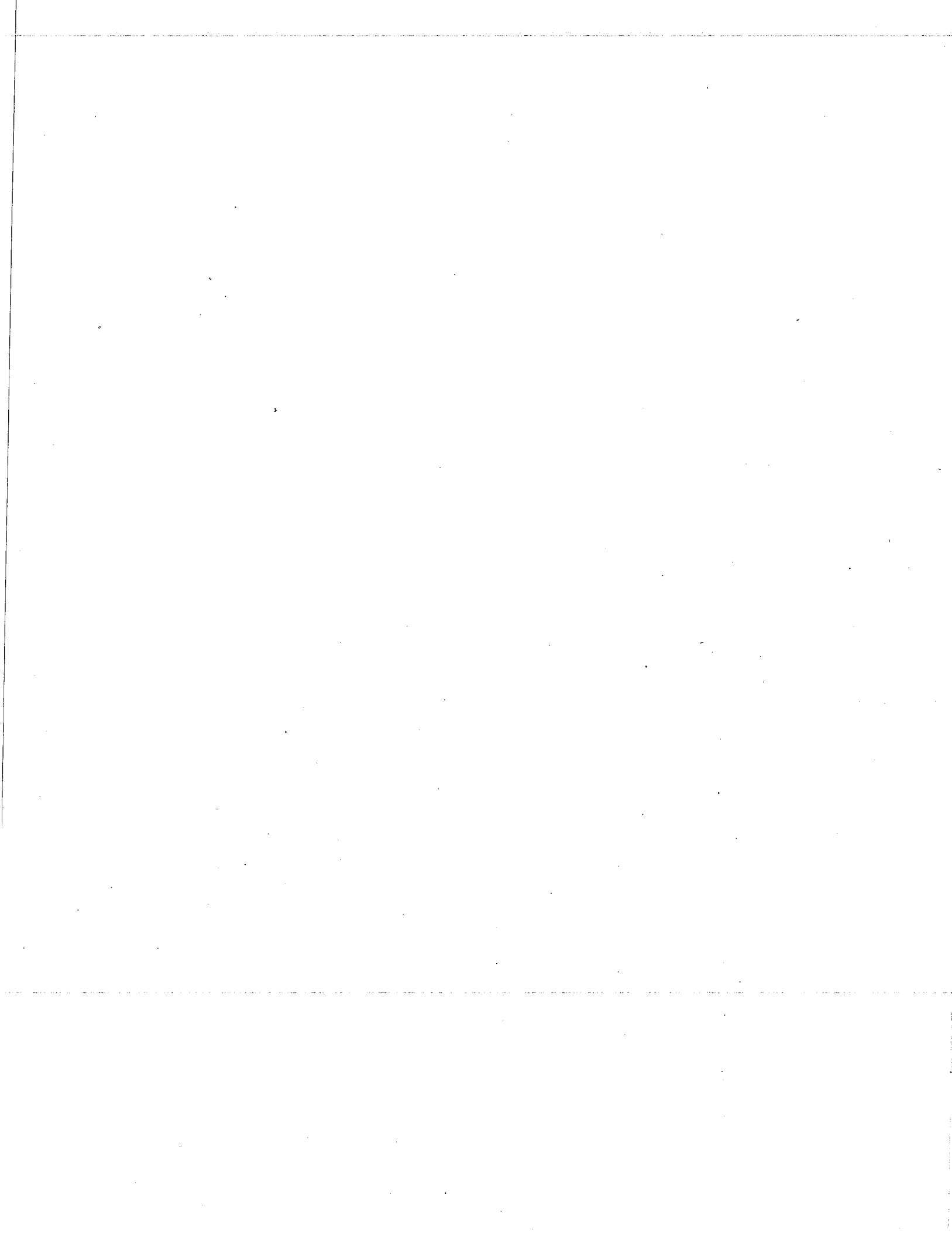
If you have questions concerning this, please contact us at 1-800-343-4789 or, if calling from within Massachusetts, at 1-800-362-4367.

Sincerely,


Frank J. DelGiudice
Chief, Permits & Enforcement Branch
Regulatory Division

Copies Furnished:

The State of New Hampshire, Department of Environmental Services, Wetlands Bureau, Attn: Collis Adams, P.O. Box 95, Hazen Drive, Concord, New Hampshire 03302-0095
Orr & Reno, P.A., Attn: Ms. Maureen Smith, Esq., One Eagle Square, P.O. Box 3550, Concord, New Hampshire 03302-3550



II. Suggested Notice of Intent (NOI) Form

1. General facility information. Please provide the following information about the facility.

a) Name of facility: Seabrook Station Gas Insulated Switchyard		Mailing Address for the Facility: P.O. Box 300, Seabrook, NH 03874	
b) Location Address of the Facility (if different from mailing address):	Facility Location longitude: <u>070°51'05"</u> latitude: <u>42°53'53"</u>		Type of Business: Electrical Utility
			Facility SIC codes: 4911
c) Name of facility owner: <u>Florida Power and Light Company ("FPL")</u>		Owner's email: <u>Bill_Locke@fpl.com</u>	
Owner's Tel #: <u>(305) 442-5268</u>		Owner's Fax #: <u>(305) 442-5886</u>	
Address of owner (if different from facility address) C/O Bill Locke Manager, Transmission Services Florida Power & Light Company 4200 Flagler Street Miami, Florida 33134			
Owner is (check one): 1. Federal ___ 2. State ___ 3. Tribal ___ 4. Private <u>X</u> 4. Other ___ (Describe)			
Legal name of Operator, if not owner: ___ FPL also operates the switchyard through a service contract with FPL Energy Seabrook, LLC.			
Operator Contact Name: <u>Al Legendre</u>			
Operator Tel Number: <u>(603) 773-7773</u> Fax Number: <u>(603) 773-7740</u>			
Operator's email: <u>al.legendre@fpl.com</u>			
Operator Address (if different from owner) P.O. Box 300, Seabrook, NH 03874			
d) Attach a topographic map indicating the location of the facility and the outfall(s) to the receiving water. Map attached? <u>X</u> Map is located in Attachment A of this NOL.			
e) Check Yes or No for the following:			
1. Has a prior NPDES permit been granted for the discharge? Yes ___ No <u>X</u> If Yes, Permit Number: _____			
2. Is the discharge a "new discharge" as defined by 40 CFR Section 122.22? Yes <u>X</u> No ___			
3. Is the facility covered by an individual NPDES permit? Yes <u>X</u> No ___ If Yes, Permit Number <u>NH 0020338</u>			
4. Is there a pending application on file with EPA for this discharge? Yes ___ No <u>X</u> If Yes, date of submittal: _____			

2. Discharge information. Please provide information about the discharge, (attaching additional sheets as needed)

a) Name of receiving water into which discharge will occur: Browns River

State Water Quality Classification: B Freshwater: Marine Water:
X

The portion of the Browns River where discharge will occur is classified as tidal estuarine.

b) Describe the discharge activities for which the owner/applicant is seeking coverage:

1. Construction dewatering of groundwater intrusion and/or storm water accumulation. Groundwater intrusion.
2. Short-term or long-term dewatering of foundation sumps.
3. Other.

c) Number of outfalls 1

For each outfall:

d) Estimate the maximum daily and average monthly flow of the discharge (in gallons per day - GPD).
Max Daily Flow 250 GPD Average Monthly Flow 250 GPD

Excavation and construction work for which dewatering is required is expected to begin in early March and end in mid-April, 2009. It is anticipated that <10,000 gallons of water will need to be removed in order to properly dewater the work area

e) What is the maximum and minimum monthly pH of the discharge (in s.u.)? Max pH 7.7
Min pH 7.7

See pH levels in results of preliminary Groundwater Analysis conducted on 12/31/08, located in Attachment A of this NOI.

f) Identify the source of the discharge (i.e. potable water, surface water, or groundwater). If groundwater, the facility shall submit effluent test results, as required in Section 4.4.5 of the General Permit. See results of preliminary Groundwater Analysis conducted on 12/31/08, located in Attachment A, which are characteristic of effluent.

g) What treatment does the wastewater receive prior to discharge? If necessary, filtering to remove excessive sediment.

h) Is the discharge continuous? Yes No X If no, is the discharge periodic (P) (occurs regularly, i.e., monthly or seasonally, but is not continuous all year) or intermittent (I) (occurs sometimes but not regularly) or both (B) B

If (P), number of days or months per year of the discharge and the specific months of discharge ;

If (I), number of days/year there is a discharge

Is the discharge temporary? Yes X No

If yes, approximate start date of dewatering March 1, 2009 approximate end date of dewatering April 15, 2009

i) Latitude and longitude of each discharge within 100 feet (See http://www.epa.gov/tri/report/siting_tool):
Outfall 1: long. 70 degrees, 50 minutes, 45 seconds West lat. 42 degrees, 54 minutes, 01 seconds
North _____; Outfall 2: long. _____ lat. _____; Outfall 3: long. _____ lat. _____.

See "dewatering location" label on attached USGS map located in Attachment A for approximate location of discharge point.

j) If the source of the discharge is potable water, please provide the reported or calculated seven day-ten year low flow (7Q10) of the receiving water and attach any calculation sheets used to support stream flow and dilution calculations _____ cfs

(See Appendix VII for equations and additional information)

MASSACHUSETTS FACILITIES: See Section 3.4 and Appendix 1 of the General Permit for more information on Areas of Critical Environmental Concern (ACEC):

k) Does the discharge occur in an ACEC? Yes _____ No _____

If yes, provide the name of the ACEC:

3. Contaminant Information

a) Are any pH neutralization and/or dechlorination chemicals used in the discharge? No. If so, include the chemical name and manufacturer; maximum and average daily quantity used as well as the maximum and average daily expected concentrations (mg/l) in the discharge, and the vendor's reported aquatic toxicity (NOAEL and/or LC₅₀ in percent for aquatic organism(s)).

b) Please report any known remediation activities or water-quality issues in the vicinity of the discharge.

No groundwater contamination within 1000 feet of site. See NHDES One Stop website.

4. Determination of Endangered Species Act Eligibility: Provide documentation of ESA eligibility as required at Part 3.4 and Appendices III and IV. In addition, respond to the following questions.

a) Are any listed threatened or endangered species, or designated critical habitat, in proximity to the discharge? Yes _____ No X

b) Has any consultation with the federal services been completed? Yes _____ No X

c) Is consultation underway? Yes _____ No X

d) What were the results of the consultation with the U.S. Fish and Wildlife Service and/or NOAA Fisheries Service (check one): a "no jeopardy" opinion _____ or written concurrence _____ on a finding that the discharges are not likely to adversely affect any endangered species or critical habitat.

e) Which of the five eligibility criteria listed in Appendix 2, Section B (A,B,C,D,or E) have you met? A

f) Please attach a copy of the most current federal listing of endangered and threatened species, found at USF&W website.

The Spill Prevention and Pollution Control Plan prepared for NPDES Permit #NH0020338 and Multi-Sector General Permit # NH050000 evaluated the status of ESA eligibility/Historic Resources and determined that there were none. This status has not changed based on current federal listings. See Attachment B of this NOI.

5. Documentation of National Historic Preservation Act requirements: Please respond to the following questions:

- a) Are any historic properties listed or eligible for listing on the National Register of Historic Places located on the facility site or in proximity to the discharge? Yes _____ No X
- b) Have any State or Tribal historic preservation officers been consulted in this determination? Yes _____ or No X If yes, attach the results of the consultation(s).
- c) Which of the three National Historic Preservation Act requirements listed in Appendix 3, Section C (1,2 o3) have you met? 1

See response to Section 4 above and Attachment A of this NOI for additional information.

6. Supplemental Information: Please provide any supplemental information. Attach any analytical data used to support the application. Attach any certification(s) required by the general permit

Attachment A of this NOI includes a narrative description of the dewatering and discharge plan, a site plan, identification of discharge point, description of ESA/Historic Resources consultations, and results of laboratory analyses of groundwater sample.

7. Signature Requirements: The Notice of Intent must be signed by the operator in accordance with the signatory requirements of 40 CFR Section 122.22 (see below) including the following certification:

I certify under penalty of law that (1) no biocides or other chemical additives except for those used for pH adjustment and/or dechlorination are used in the dewatering system; (2) the discharge consists solely of dewatering and authorized pH adjustment and/or dechlorination chemicals; (3) the discharge does not come in contact with any raw materials, intermediate product, water product or finished product; (4) if the discharge of dewatering subsequently mixes with other permitted wastewater (i.e. stormwater) prior to discharging to the receiving water, any monitoring provided under this permit will be only for dewatering discharge; (5) where applicable, the facility has complied with the requirements of this permit specific to the Endangered Species Act and

National Historic Preservation Act; and (6) this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Facility Name: Seabrook Station Gas Insulated Switchyard

Operator signature:

Jim Keener



Title:

Vice President, Transmission and Substation
Florida Power & Light Company

Date:

January 15, 2009

Federal regulations require this application to be signed as follows:

1. For a corporation, by a principal executive officer of at least the level of vice president;
2. For partnership or sole proprietorship, by a general partner or the proprietor, respectively, or,
3. For a municipality, State, Federal or other public facility, by either a principal executive officer or ranking elected official

Attachment A

Dewatering Plan General Description and Endangered Species and Historic Resources – Seabrook Station Switchyard Expansion Project

General Project Description

This project will involve a vertical expansion of an existing gas insulated switchyard at Seabrook Station. This project is required to increase electrical reliability. The expansion will not require an increase of the existing developed footprint of the switchyard. The total construction area is expected to be less than 1/2-acre in size and will require the excavation of four holes within the existing switchyard in order to install concrete foundations/columns to accommodate a new platform and enclosure which will house new switching equipment. This NOI is being filed because these areas may need to be dewatered for construction purposes. Construction is scheduled to begin on March 1, 2009 and is expected to be completed in November 2009.

Dewatering Treatment Approach

- All intercepted groundwater will be treated as needed for sediment removal in accordance with accepted best management practices (BMPs). Site conditions will dictate the use of the most appropriate BMPs;
- Water removed from the dewatering areas will be transported to the Browns River in the location indicated in the NOI and as depicted on the Attached USGS map.

Monitoring/Sampling

- All monitoring and sampling will be performed in accordance with the frequency and parameter requirements presented in the Dewatering General Permit. The frequency of sampling will be dependant upon the volume of groundwater intrusion into the excavated areas and the amount and duration of dewatering that is required. See preliminary Groundwater Sample Analysis (performed on 12/31/08) results in this attachment for information on groundwater chemistry

Endangered Species and Historic Resources

Ongoing Consultations

Seabrook Station is not engaged in any ongoing agency consultations

Historic Consultations

Consultations with the National Oceanic and Atmospheric Administration, National Marine Fisheries Service were initiated in 1997 after a number of seals were taken in the cooling water system. A Limited Take Permit application was filed in June 1997. Subsequently a Limited Take Permit and Letter of Authorization were issued by NMFS

in July 1999. The provisions of the Limited Take Permit and LOA included enhanced monitoring, reporting and the requirement to design and install a mitigation device to minimize or eliminate seal takes. Design and installation of a mitigation device was completed in August 1999. Additional vertical bars were installed on the intake velocity caps to reduce the bar spacing from approximately fourteen inches to five inches. The reduced bar spacing mitigation design has been completely successful in eliminating seal takes. In light of the proven effectiveness of the mitigation device design the Limited Take Permit was allowed to expire in June 2004. A copy of the Limited Take Permit and Letter of Authorization (as renewed 11/1/03) are enclosed.

Consultations with various federal agencies were initiated in April 1974 by the United States Atomic Energy Commission upon publication of the "Draft Environmental Statement" for the proposed construction of Seabrook Station Units 1 and 2. The environmental statement was prepared in accordance with the AEC regulations at 10 CFR 50 Appendix D which implemented the requirements of the National Environmental Policy Act of 1969. Letters from the following federal agencies are enclosed:
Department of the Army (June 7, 1974): Comment letter identifies the requirement for a Department of the Army Permit for dredging and disposing of dredged material for installation of intake and discharge facilities. The requisite Army Corps of Engineers Permits were subsequently obtained.

Department of Commerce (June 28, 1974): Comment letter identifies that the location of the intake structures in relation to the Hampton Harbor inlet and natural rock outcroppings could make significant numbers of organisms vulnerable to loss through impingement and entrainment. The location of the intake structures was substantially revised during the Environmental Protection Agency review and public proceeding relative to 316 (b) during the January 1975 to August 1978 time period. The initial proposed intake location 3000 feet from the shoreline was revised during the 316 (b) proceeding to a location 7000 feet from the shoreline.

Department of the Interior (June 10, 1974): Comment letter identifies that an intake velocity of less than 1 cfs may be necessary to adequately protect aquatic life. The intake velocity originally proposed for two Seabrook Station units was approximately 1 foot per second. The velocity associated with operation of a single unit is approximately .5 foot per second at the velocity caps.

Department of Transportation (June 14, 1974): Comment letter identifies the requirement for a Private Aid to Navigation for the intake and discharge structures due to the possible hazard to navigation. The requisite Private Aids to Navigation are installed and maintained at the intake and discharge locations. Consultations with various federal agencies were initiated in May 1982 by the United States Nuclear Regulatory Commission upon publication of the "Draft Environmental Statement" for the proposed operation of Seabrook Station Units 1 and 2. The environmental statement was prepared in accordance with the NRC regulations at 10 CFR 51 which implemented the requirements of the National Environmental Policy Act of 1969. Letters from the following federal agencies are enclosed:

Department of Commerce (July 6, 1982): Comment letter identifies that since the agency's initial comments were filed on June 28, 1974, changes in plant design and operation have been instituted which will minimize impacts on fisheries resources and associated habitats.

Regarding Endangered Species, the following info is from our Storm Water Pollution Prevention Plan and supports the NOI Item 4.a. Historic consultations were performed under the existing NPDES Individual and Multi-Sector General Permits. These consultations are summarized in attachment C below, which is also part of the Spill Prevention, Containment, and Control Plan for those permits.

Attachment B:

Current Review for Federally-Listed Threatened and Endangered Species

In support of the NOI for the Dewatering General Permit, the following information is being submitted to supplement to the record Endangered Species and Historic Places Assessment documented in Attachment C to the Seabrook Station Storm Water Pollution Prevention Plan. The proposed dewatering work and discharge into the Browns River, Seabrook, NH will not adversely impact listed Threatened or Endangered Species, Designated Critical Habitat, or Historic Places.

The current U.S. Fish & Wildlife Service listing of Threatened and Endangered Species for New Hampshire was reviewed for additional animal and plant listings that were not considered in the record Endangered Species and Historic Places Assessment documented in Attachment C to the Seabrook Station Storm Water Pollution Prevention Plan.

The link to the current NH listing is:

http://ecos.fws.gov/tess_public/pub/stateListing.jsp?status=listed&state=NH

Three additional animal species are currently listed. These are:

Beetle, American Burying - Endangered

Curlew, Eskimo - Endangered

Wolf, gray - Endangered

A review of the accompanying U.S. Fish & Wildlife species profile information for these animals indicated that none of the above are known to occur in New Hampshire.

A review of 50 CFR 226 "Designated Critical Habitat" was also performed to determine if any New Hampshire locations were listed in support of preservation of endangered species. No New Hampshire locations are identified on the current Designated Critical Habitat list.



U.S. Fish & Wildlife Service
Threatened & Endangered Species System

New Hampshire

Notes:

- This report shows the species listed in this state according to the Federal Register listing description.
- This list does not include experimental populations and similarity of appearance listings.
- This list includes species or populations under the sole jurisdiction of the National Marine Fisheries Service
- Click on the highlighted scientific names below to view a Species Profile for each listing.

Listed species (based on published population data) – 14 listings

Animals – 11

<u>Status</u>	<u>Species/Listing Name</u>
E	Beetle, American burying (Nicrophorus americanus)
E	Butterfly, Karner blue (Lycaeldes melissa samuelis)
E	Curlew, Eskimo (Numenius borealis)
T	Lynx, Canada lower 48 States DPS (Lynx canadensis)
T	Plover, piping except Great Lakes watershed (Charadrius melodus)
E	Puma (=cougar), eastern (Puma (=Felis) concolor cougar)
E	Sea turtle, leatherback (Dermochelys coriacea)
T	Tiger beetle, Puritan (Cicindela puritana)
E	Wedgemussel, dwarf (Alasmidonta heterodon)
E	Whale, finback (Balaenoptera physalus)
E	Wolf, gray Lower 48 States, except where delisted and where EXPN. Mexico. (Canis lupus)

Plants – 3

<u>Status</u>	<u>Species/Listing Name</u>
E	Bulrush, Northeastern (Scirpus ancistrochaetus)
E	Milk-vetch, Jesup's (Astragalus robbinsii var. jesupii)
T	Pogonia, small whorled (Isotria medeoloides)

Attachment C:

Endangered Species and Historic Places Assessment

(Sheet 1 of 8)

Industrial facilities are eligible for coverage under the Storm Water Multi-sector General Permit (MSGP) if their storm water discharges do not impact listed endangered or threatened species or critical habitat (per MSGP Section 1.2.3.6). The following information documents the basis for Seabrook Station's eligibility for coverage under the MSGP with respect to listed endangered or threatened species or critical habitat.

Seabrook Station meets the MSGP Addendum A Eligibility Criteria A since no endangered or threatened species or critical habitat are in proximity to the facility or the locations where storm water discharges reach the receiving waters that includes the surrounding salt marsh and Atlantic Ocean. No New Hampshire locations are identified on the Designated Critical Habitat List. **This determination was made by reviewing the latest list of Designated Critical Habitat (50CFR226, dated October 1, 2001).**

The Final Environmental Statement for Seabrook Station (U.S. Nuclear Regulatory Commission NUREG-0895) was issued in December 1982. The Final Environmental Statement stated that no endangered or threatened species occur on the station site and possible transients in the adjacent marshes or near shore waters will not be affected by station operation. The U.S. Nuclear Regulatory Commission made this determination in consultation with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service.

The following endangered or threatened species were identified in the 1982 Final Environmental Statement as being known to occur in the New Hampshire Seacoast but not in the immediate vicinity of Seabrook Station or its storm water discharges:

- Peregrine falcon (*Falco peregrinus*)
- Bald eagle (*Haliaeetus leucocephalus*)
- Small whorled pogonia (*Isotria meleoloides*)
- Shortnose sturgeon (*Acipenser brevirostrum*)
- Humpback whale (*Megaptera novaeangliae*)
- Fin whale (*Balaenoptera physalus*)
- Leatherback sea turtle (*Dermochelys coriacea*)

Since the station began operation in 1990, there have been no incidents involving these species. The storm water component of the discharge has been sampled since the renewal of the 1993 NPDES Permit for Seabrook Station and has been found to meet Permit

requirements and will not impact endangered or threatened species.

**Attachment C:
Endangered Species and Historic Places Assessment**

(Sheet 2 of 8)

One threatened species - the piping plover - was added in 1985 to the endangered or threatened species list for Rockingham County. The conclusion of 1982 Final Environmental Statement that Seabrook Station's operation or its storm water discharge does not impact endangered or threatened species is not changed by the addition of the piping plover to the list of threatened species. The basis for this determination is that piping plover habitat (Seabrook Beach) is not found in the vicinity of Seabrook Station's storm water discharge.

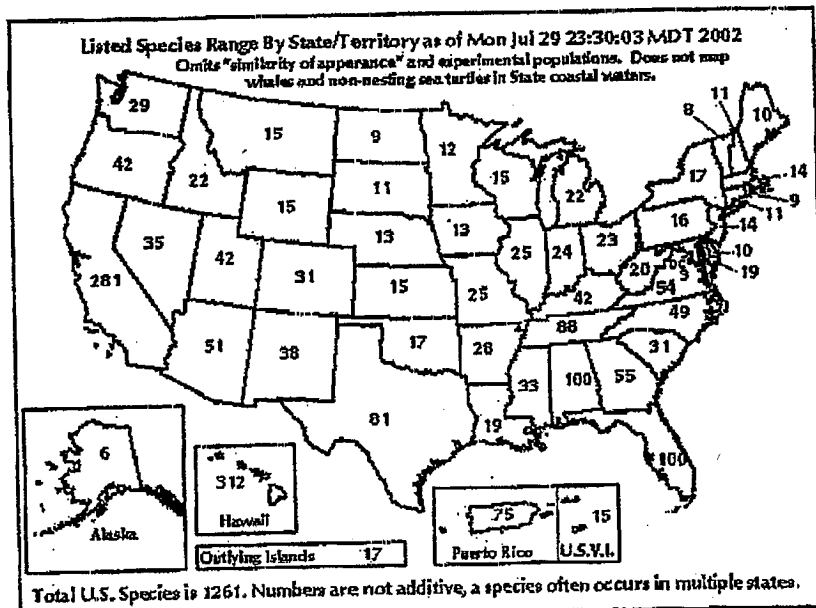
As required by MSGP Addendum A Eligibility Criteria A, see the attached list of endangered and threatened species for Rockingham County from the EPA's website (pages B-32 to B-34) and the list of threatened and endangered species for New Hampshire from the U.S. Fish & Wildlife Service website (pages B-35 to B-36). It should be noted that the EPA's list of threatened and endangered species for Rockingham County inadvertently omitted the piping plover.

¹ Although not stated this list includes threatened species (e.g. bald eagle). This clarification is based on a conversation between Phillip Morrison (USF&WS) and Ron Sher (Seabrook Station) on September 12, 2002.

U.S. Fish & Wildlife Service

Threatened and Endangered Species System (TESS)

Note: The species counted include listed pinnipeds (seals, etc.) and anadromous fishes under the sole jurisdiction of the National Marine Fisheries Service that use land or fresh waters within the States and Territories of the United States. Species are not broken up into listing entities as they are in the State reports, however, if a species is not listed in a state it is not counted, although it may occur there in a non-protected population.



Go to the [Threatened and Endangered Wildlife and Plants Page](#)
Go to the [TESS Home Page](#)

U.S. Fish & Wildlife Service

Threatened and Endangered Species System (TESS)

Listings by State and Territory as of 09/05/2002

New Hampshire

Notes:

- Displays one record per species or population.
- Includes experimental populations and similarity of appearance listings.
- The range of a listed population does not extend beyond the states in which that population is defined.
- Includes non-nesting sea turtles and whales in State/Territory coastal waters.
- Includes species or populations under the sole jurisdiction of the National Marine Fisheries Service.

Go to the [Threatened and Endangered Wildlife and Plants Page](#)
Go to the [TESS Home Page](#)

Back to [Table of Contents](#)

- [Click on the highlighted scientific names below to view a Species Profile for each listing.](#)

New Hampshire -- 12 listings

Animals -- 9

Status	Listing
E	Butterfly, Karner blue (<i>Lycopides melissa samuelis</i>)
T	Eagle, bald (lower 48 States) (<i>Haliaeetus leucocephalus</i>)
T	Lynx, Canada (lower 48 States DPS) (<i>Lynx canadensis</i>)
E	Plover, piping (except Great Lakes watershed) (<i>Charadrius melodus</i>)
E	Puma (=cougar), eastern f. Puma (=Felis) concolor cougar
E	Sea turtle, leatherback (<i>Dermochelys coriacea</i>)
E	Tiger beetle, Puritan (<i>Cicindela puritana</i>)
E	Wedgemussel, dwarf (<i>Alasmidonta heterodon</i>)
E	Whale, finback (<i>Balaenoptera physalus</i>)

Plants -- 3

Status	Listing
E	Milk-veich, Jesup's (<i>Astragalus robbinsii</i> var. <i>jesupii</i>)
T	Pogonia, small whorled (<i>Isoetes macrospora</i>)
E	Butrush, Northeastern (<i>Scirpus ancistrochaetus</i>)



U.S. Environmental Protection Agency

National Pollutant Discharge Elimination System (NPDES)

Recent Additions | Contact Us | Print Version | Search NPDES: [] [GO]

EPA Home > OW Home > CWM Home > NPDES Home > Storm Water > Endangered Species Search Results

NPDES Topics | Alphabetical Index | Glossary | About NPDES

Construction Activity -Who's Covered? -Application Requirements

Industrial Activity -Who's Covered? -Application Requirements

Municipal MBAs -Large & Medium -Small

Phase I

Phase II -Menu of BMPs

Wet Weather Discharges

Endangered Species -Search Species

Storm Water Home



Storm Water Information
Recent Additions
FAQs
Publications
Regulations
Training
Links
Contacts

Endangered Species Search Results for New Hampshire

Below are the 25 Endangered Species results for all counties located in New Hampshire. The data may be sorted in ascending order by clicking on the desired column heading. By default, the results are ordered by Scientific Name.

County: Belknap
Number of Species: 3

Common Name	Scientific Name	Group
Eagle, Bald	Haliaeetus Leucocephalus	Bird
Pogonia, Small Whorled	Isotria Medeoloides	Plant
Bat, Indiana	Myotis Sodalis	Mammal

[Top]

County: Carroll
Number of Species: 1

Common Name	Scientific Name	Group
Pogonia, Small Whorled	Isotria Medeoloides	Plant

[Top]

County: Cheshire
Number of Species: 2

Common Name	Scientific Name	Group
Mussel, Dwarf Wedge	Alasmidonta Heterodon	Clam
Bat, Indiana	Myotis Sodalis	Mammal

[Top]

County: Coos
Number of Species: 2

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	<i>Haliaeetus Leucocephalus</i>	Bird
Cinquefoil, Robbins'	<i>Potentilla Robbinsiana</i>	Plant

[Top]

County: Grafton
Number of Species: 3

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	<i>Haliaeetus Leucocephalus</i>	Bird
Bat, Indiana	<i>Myotis Sodalis</i>	Mammal
Cinquefoil, Robbins'	<i>Potentilla Robbinsiana</i>	Plant

[Top]

County: Hillsborough
Number of Species: 3

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	<i>Haliaeetus Leucocephalus</i>	Bird
Pogonia, Small Whorled	<i>Isotria Medeoloides</i>	Plant
Bat, Indiana	<i>Myotis Sodalis</i>	Mammal

[Top]

County: Merrimack
Number of Species: 4

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	<i>Haliaeetus Leucocephalus</i>	Bird
Pogonia, Small Whorled	<i>Isotria Medeoloides</i>	Plant
Butterfly, Karner Blue	<i>Lycaelides Melissa Samuelis</i>	Insect
Bat, Indiana	<i>Myotis Sodalis</i>	Mammal

[Top]



County: Rockingham
 Number of Species: 2.

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	Haliaeetus Leucocephalus	Bird
Pogonia, Small Whorled	Isotria Medeoloides	Plant

[Top]

County: Strafford
 Number of Species: 1

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Pogonia, Small Whorled	Isotria Medeoloides	Plant

[Top]

County: Sullivan
 Number of Species: 4

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Mussel, Dwarf Wedge	Alasmidonta Heterodon	Clam
Milk-Vetch, Jesup's	Astragalus Robbinsii Var. Jesupi	Plant
Eagle, Bald	Haliaeetus Leucocephalus	Bird
Bat, Indiana	Myotis Sodalis	Mammal

[Top]

DISCLAIMER: This county-level listing is based on endangered species data provided by EPA's Office of Endangered Programs. For the most up to date information on threatened and endangered species, consult the US Fish and Wildlife Service's endangered species website.

[Office of Water](#) | [Office of Wastewater Management](#) | [Disclaimer](#) | [Search EPA](#)

[EPA Home](#) | [Privacy and Security Notice](#) | [Contact Us](#)

Last updated on August 25, 2002 4:20 PM

URL: <http://cfpub.epa.gov/npdes/stormwater/andangerresult.cfm>



County: Rockingham
 Number of Species: 2.

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Eagle, Bald	Haliaeetus Leucocephalus	Bird
Pogonia, Small Whorled	Isotria Medeoloides	Plant

[Top]

County: Stieford
 Number of Species: 1

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Pogonia, Small Whorled	Isotria Medeoloides	Plant

[Top]

County: Sullivan
 Number of Species: 4

<i>Common Name</i>	<i>Scientific Name</i>	<i>Group</i>
Mussel, Dwarf Wedge	Alasmidonta Heterodon	Clam
Milk-Vetch, Jesup's	Astragalus Rotblinski Var. Jesupi	Plant
Eagle, Bald	Haliaeetus Leucocephalus	Bird
Bat, Indiana	Myotis Sodalis	Mammal

[Top]

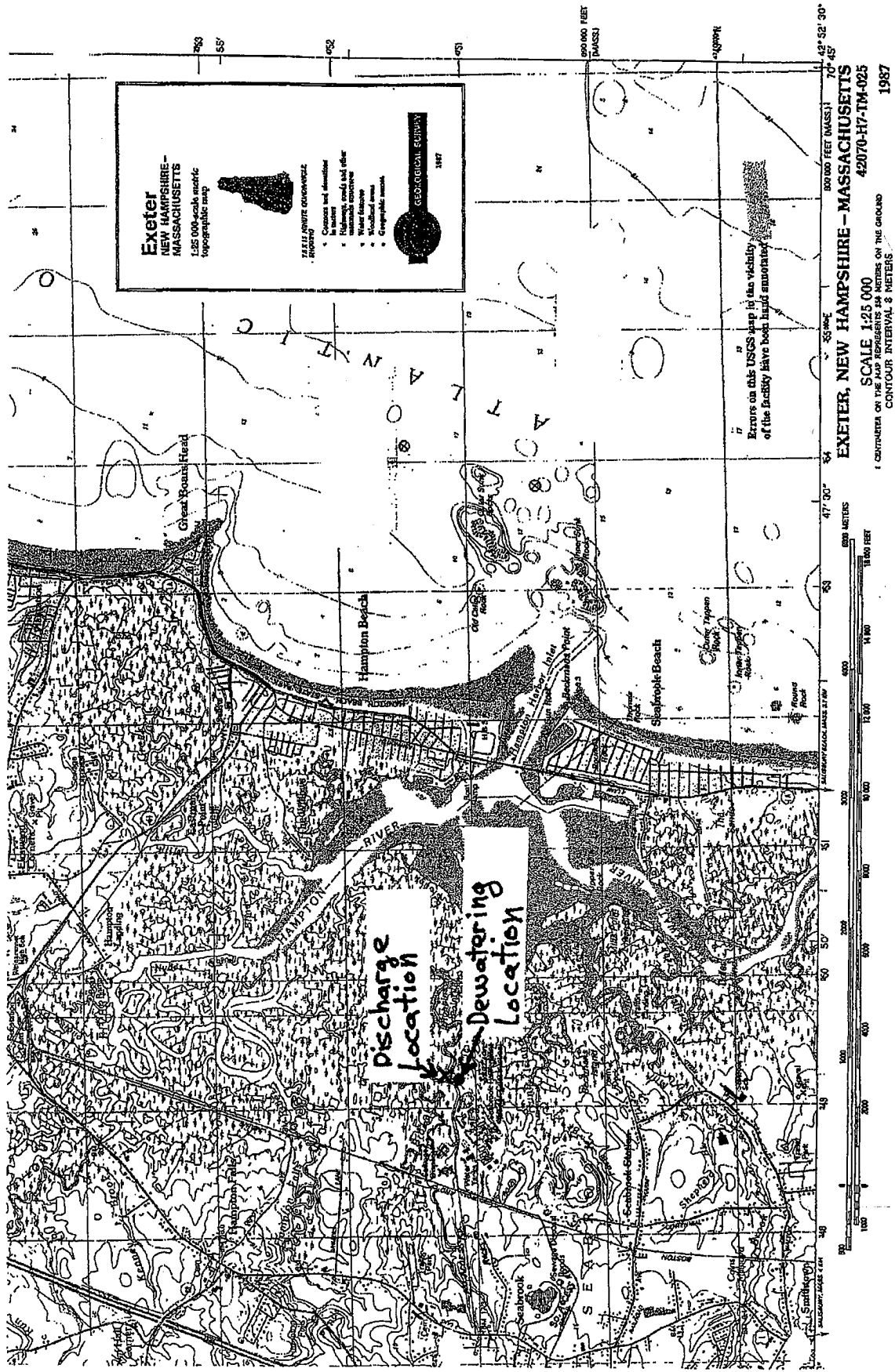
DISCLAIMER: This county-level listing is based on endangered species data provided by EPA's Office of Pesticide Programs. For the most up to date information on threatened and endangered species, consult the US Fish and Wildlife Service's endangered species website.

[Office of Water](#) | [Office of Wastewater Management](#) | [Disclaimer](#) | [Search EPA](#)

[EPA Home](#) | [Privacy and Security Notice](#) | [Contact Us](#)

Last updated on August 26, 2002 4:20 PM

URL: <http://cfpub.epa.gov/opdes/slowwater/endangeresult.cfm>



1987



eastern analytical, inc.

professional laboratory services

PRELIMINARY ANALYTICAL RESULTS ATTACHED

The attached .pdf file contains results that have not been subjected to a final QA/QC review. If you have any questions, please contact us.

Reminders...

EAI offers special **municipal discounts and water system pricing**. For more information, contact Scott Kelley.

EAI has **Brownfields Experience!** Please call or e-mail Scott Kelley for more information about making EAI part of your Brownfields Project Team.

EAIFS offers **direct push** services utilizing Geoprobe equipment. Grout pump also available for decommissioning wells or direct injection.

Upcoming Events

Holiday Schedule - EAI will be closed on the following dates

November 27th & 28th, 2008

December 25th & 26th, 2008

January 1st, 2009

Nuts & Bolts Training Seminars

ENGINEERS & CONSULTANTS

- January 13th
- February 3rd
- February 17th

MUNICIPAL/INDUSTRIAL WW OPERATORS

- January 20th

WATER SYSTEM OPERATORS

- February 10th

Topics include:

- Pre-project Planning
- Chain of Custody completion
- Sample Collection Protocols and Technique
- Sample Temperature
- Container Labeling
- Analysis Hold Times
- Sample Turnaround Times
- Container Drop Off & Sample Pick-up Options
- Electronic Deliverables
- Field Sampling Equipment Rentals & GeoProbe® Capabilities
- Lab Tour

To learn more about the Nuts & Bolts training seminar or to sign up, please call 1-800-287-0252, 228-0525 or e-mail customerservice@eailabs.com.



LABORATORY REPORT

Eastern Analytical, Inc. ID#: 75671

Client: TRC Engineers, LLC (Augusta)

Client Designation: FPL Seabrook Dewatering Permit

Sample ID: BU-10

Lab Sample ID: 75671.01

Matrix: aqueous

Date Sampled: 12/29/08

Date Received: 12/29/08

Chloride 440

Units	Analysis		Method	Analyst
	Date	Time		
mg/L	12/29/08	15:29	4500CIE	KL



LABORATORY REPORT

Eastern Analytical, Inc. ID#: 75671

Client: TRC Engineers, LLC (Augusta)

Client Designation: FPL Seabrook Dewatering Permit

Sample ID: BU-10

Lab Sample ID: 75671.01

Matrix: aqueous

Date Sampled: 12/29/08

Date Received: 12/29/08

Antimony	< 0.001
Arsenic	0.0020
Cadmium	< 0.0001
Cadmium	< 0.0001
Chromium	< 0.001
Copper	< 0.001
Iron	4.9
Mercury	< 0.0001
Nickel	0.001
Silver	< 0.0001
Zinc	0.032
Chromium (VI)	< 0.01

Analytical Matrix	Units	Date of Analysis	Method	Analyst
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqTot	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/30/08	200.8	DS
AqDis	mg/L	12/31/08	200.8	DS
AqTot	mg/L	12/30/08	7186A	DS



LABORATORY REPORT

Eastern Analytical, Inc. ID#: 75671

Client: TRC Engineers, LLC (Augusta)

Client Designation: FPL Seabrook Dewatering Permit

Sample ID: BU-10

Lab Sample ID: 75671.01

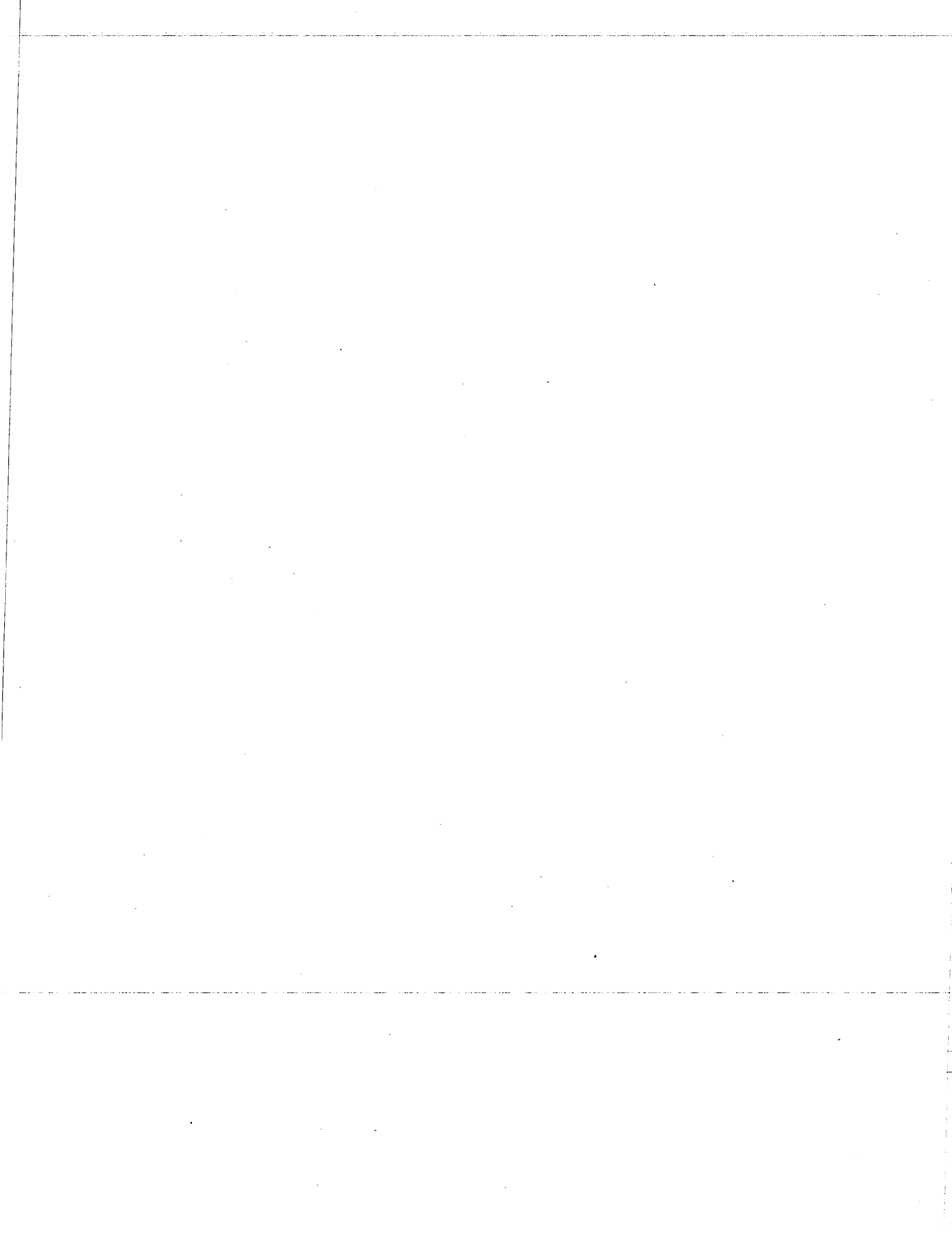
Matrix: aqueous

Date Sampled: 12/29/08

Date Received: 12/29/08

Field pH: 7.7

Units	Date of Analysis	Method	Analyst
SU	12/29/08	SM4500	JG



Form E-22

State of New Hampshire

Public Utilities Commission
Concord

Report No.

Sheet: 1 OF 2

Date:

Company: FPL - New England Division

For Quarter of 08/2008 - 07/2011

Report of Proposed Expenditures
For Additions, Extensions and Capital Improvements
To Fixed Capital
(In Compliance with P.U.C. Order No. 5963)

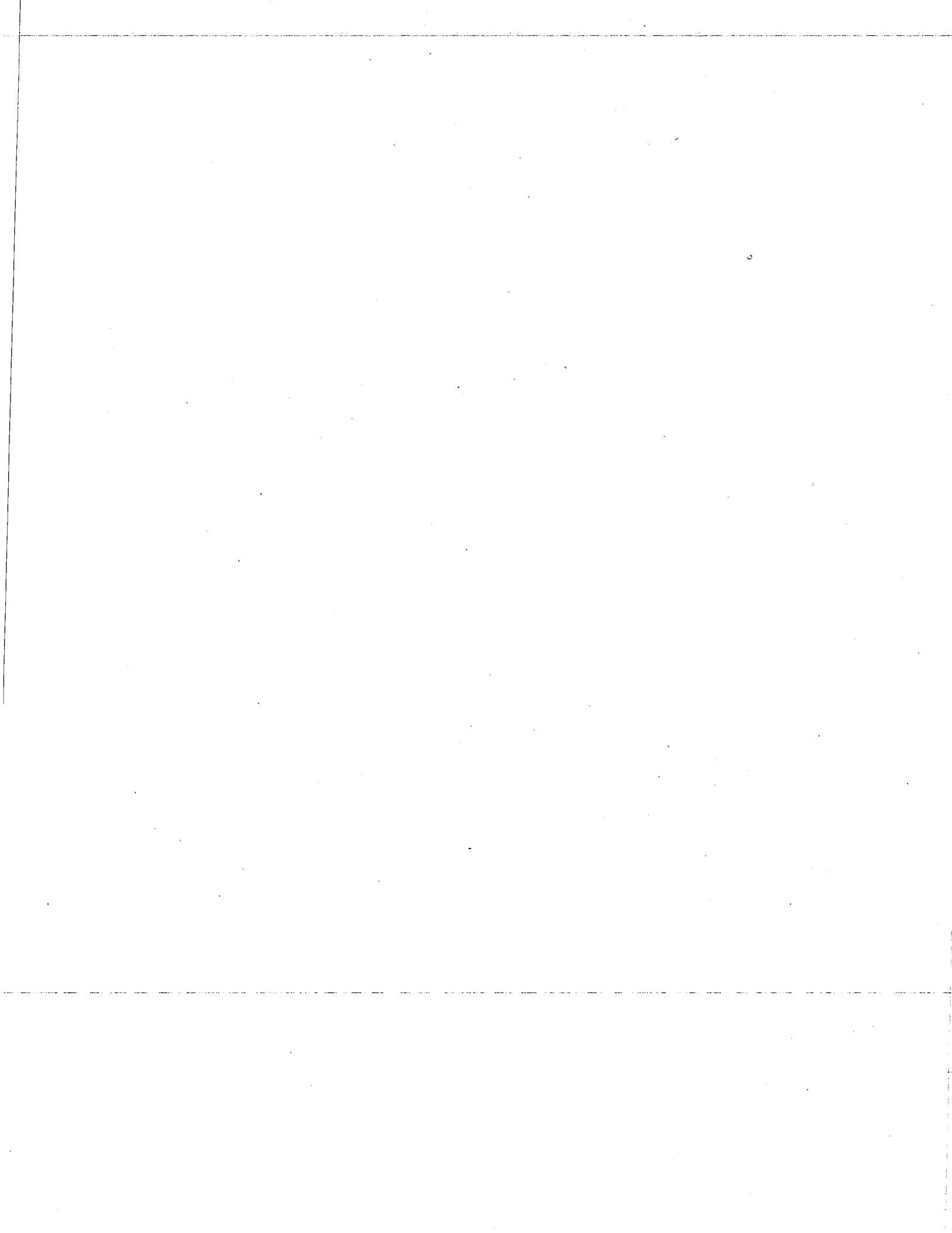
Item No.	Location	Description	Est. Constr. Date		Estimated Cost \$M
			Start	Finish	
1)	1	MEPPI - Engineering, Procurement and Construction	08/08	07/11	\$26.4
2)		MEPPI - Time and Equipment	08/08	07/11	\$2.3
3)		FPL/Seabrook Support/labor/engineering	08/08	07/11	\$6.5
4)		Security (Blast Bullet Resistive Enclosure)	01/09	12/10	\$0.8
		TOTAL			\$36.0 2
		Notes: 1 - Seabrook Substation, Seabrook NH 2 - Reflects total project costs; other Seabrook co-owners are responsible for approx 12% of project costs 3 - See page 2 of 2 for more detail			
		TOTAL			

Signed: DUP for William C. Lodge Jr.

Title: Manager, Transmission Services
FPL

Projected Seabrook Reliability Upgrade Project Cashflow

	2008	2009	2010	2011	Total
MEPPI - EPC	\$ 4.0	\$ 16.7	\$ 4.4	\$ 1.3	\$ 26.4
MEPPI--T&E	\$ 0.3	\$ 1.4	\$ 0.5	\$ 0.1	\$ 2.3
FPL/SB support labor/engineering	\$ 1.1	\$ 3.9	\$ 0.9	\$ 0.6	\$ 6.5
Security (Blast Bullet Resistive Enclosure)	\$ --	\$ 0.7	\$ 0.1	\$ --	\$ 0.8
TOTAL (Projected)	\$ 5.4	\$ 22.7	\$ 5.9	\$ 2.0	\$ 36.0
TOTAL (Approved)	\$ 5.4	\$ 22.7	\$ 5.9	\$ 2.0	\$ 36.0
FPL-NED Approved (88%)	\$ 4.75	\$ 20.0	\$ 5.19	\$ 1.76	\$ 31.70



Judith A. Fairclough
(Of Counsel)
Maureen D. Smith
(Of Counsel)

HAND DELIVERED

December 22, 2008

Debra A. Howland, Executive Director & Secretary
New Hampshire Public Utilities Commission
21 South Fruit St., Suite 10
Concord, NH 03301-2429

*Re: Petition of Florida Power & Light Company for Approval of
Financing, Motion for Confidential Treatment, and E-22 Form for
Seabrook Transmission Substation Upgrade*

Dear Ms. Howland:

Enclosed are an original and seven copies of the Petition of Florida Power & Light Company ("FPL") for Approval of Financing and accompanying exhibits. Also enclosed are an original and seven copies of a Motion for Confidential Treatment of Exhibits 5 and 6 to the Petition and seven copies of those exhibits in a separate sealed envelope marked "Confidential". In addition, we are providing seven copies of an E-22 form which we are filing on behalf of FPL for the Seabrook transmission substation upgrade.

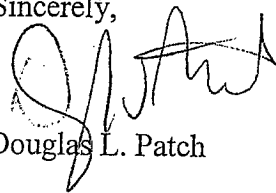
As we have noted in the Petition, FPL is asking for approval of the financing by January 23, 2009 so that it can proceed with the construction on the Seabrook transmission substation according to the schedule that is outlined in the Petition.

We are also submitting an electronic copy of the Petition, the Motion for Confidential Treatment, and the E-22 form to the Commission (executive.director@puc.nh.gov). We are submitting an electronic version of the redacted petition, without the exhibits for which we are requesting confidentiality, to the Office of Consumer Advocate.

William L. Chapman
George W. Roussos
Howard M. Moffett
James E. Morris
John A. Malmberg
Martha Van Oot
Douglas L. Patch
James P. Bassett
Emily Gray Rice
Steven L. Winer
Peter F. Burger
Lisa Snow Wade
Susan S. Geiger
Richard Y. Uchida
Jennifer A. Eber
Jeffrey C. Spear
Connie Boyles Lane
Todd C. Fahey
Vera B. Buck
James F. Laboc
Robert S. Carey
John M. Zaremba
Courtney Curran Vore
Justin M. Boothby
Heidi S. Cole
Jeremy D. Eggleton
Rachel A. Goldwasser
Joshua M. Pantescio

We have included an extra copy of the cover letter so that it can be date stamped and returned to us for our records. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Patch', written over the printed name.

Douglas L. Patch

cc. Office of Consumer Advocate

524439_1.DOC

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

FLORIDA POWER & LIGHT COMPANY)
_____)

DOCKET NO. _____

**PETITION OF FLORIDA POWER & LIGHT COMPANY
FOR APPROVAL OF FINANCING**

Florida Power & Light Company ("FPL") respectfully petitions the New Hampshire Public Utilities Commission ("the Commission") for approval of financing pursuant to RSA 369:1 and the Settlement Agreement approved in Order No. 24,321 in DE 03-186. FPL further requests that the Commission issue a final order granting the approvals requested herein no later than January 23, 2009. In support of its petition, FPL states the following:

Petitioner

1. FPL, through Florida Power & Light – New England Division ("FPL-NED"), is a public utility in New Hampshire for the purpose of operating the transmission substation on the grounds of the Seabrook nuclear power plant, subject to the conditions set forth in the Settlement Agreement approved in Order No. 24,321 in DE 03-186, 89 NH PUC 267 (2004) ("the Order"). FPL is an 88.23% owner of the transmission substation; the balance of the Seabrook Substation is owned by Massachusetts Municipal Wholesale Electric Company, Taunton Municipal Lighting Plant, and Hudson Light & Power Department.

Background

2. Section II, 1 of the Settlement Agreement in DE 03-108 contained a provision that required FPL to:

“With respect to any financing of FPL-NED’s interest in the Seabrook Substation, including any borrowing or the issuance of any notes, bonds or other evidence of indebtedness or securities of any nature, being subject to the provisions of RSA 369 and other applicable regulatory laws of New Hampshire unless FPL or FPL-NED files with the Commission the appropriate certification of another regulatory agency as set forth in RSA 374-A:7, II(c) or any successor statute;”

3. RSA 369:1 requires that a “public utility lawfully engaged in business in this state may, with the approval of the commission but not otherwise, issue and sell its stock, bonds, notes and other evidences of indebtedness payable more than 12 months after the date thereof for lawful corporate purposes.” Under this statute the “proposed issue and sale of securities will be approved by the commission where it finds that the same is consistent with the public good.” This approval extends to “the amount of the issue authorized and the purpose or purposes to which the securities or the proceeds thereof are to be applied, and shall be subject to such reasonable terms and conditions as the commission may find to be necessary in the public interest”. Admin. Rule Puc 308.12 requires a utility to file a Form F-4, which includes a petition for approval of authority to issue securities.

Proposed Financing

4. FPL Group Capital Inc (“FPL Group Capital”), a wholly-owned subsidiary of FPL Group, Inc. (“FPL Group”), holds the capital stock of, or has equity interests in, FPL Group’s operating subsidiaries other than FPL, and provides funding for those subsidiaries. FPL Group Capital has agreed to make loans to FPL in an aggregate principal amount at any one time outstanding not to exceed a Maximum Line of Credit of \$36,000,000, payable on

demand, to be used to acquire goods, equipment, fixtures, and other property for use in connection with the Seabrook transmission substation. FPL anticipates that it will require cash in varying amounts through 2011, with the bulk of the cash required, approximately \$22.7 million, during the calendar year 2009 to accomplish the upgrade to the transmission substation at Seabrook described below. The interest rate for the loans is based on FPL Group Capital's weighted average cost of debt calculated on a monthly basis, and interest is payable on the first day of each calendar quarter. A copy of the Line of Credit Agreement is attached as Exhibit 1. These loans will be non-recourse to FPL and all of its assets except the asset additions of FPL-NED financed with the loan proceeds. FPL will need to perfect a purchase money security interest or lien in the new assets in favor of FPL Group Capital by executing a security agreement, a copy of which is attached as Exhibit 2, and any necessary mortgage or other security document, and by causing the appropriate UCC filings or mortgage recordings to be made. In addition, there will be no promissory note. The estimated cost of the financing is \$40,000, which is based on the closing costs, including the costs and expenses of FPL and FPL Group Capital in connection with the preparation, execution and delivery of the Line of Credit Agreement and related instruments and documents, including reasonable fees and out of pocket expenses of legal counsel. FPL is also responsible for any post-closing costs and expenses of FPL Group Capital in connection with administration or enforcement of the loans or recovering, protecting or enforcing its interest in the collateral. This financing is also described in the prefiled testimony of Kathy Beilhart, the Assistant Treasurer of FPL Group, Inc., which is attached as Exhibit 3. The prefiled testimony of William C. Locke, Jr., the Manager of Transmission Services for FPL,

which is attached as Exhibit 4, describes the upgrade and why the financing is for the public good.

Upgrade to Transmission Substation

5. FPL-NED's 345kV Seabrook Substation in Seabrook, New Hampshire interconnects the 1,318 MW Seabrook Nuclear Generating Station ("Seabrook Generator"), the largest single generating resource in New England, with the New England electric grid. The Seabrook Substation is also a Pool Transmission Facility under the Tariff of the ISO-New England, a part of the New England Bulk Power System, and one of the more critical substations in New England. The Seabrook Substation, an integral part of the North-South Interface and the Northern New England – Scobie plus Line 394 Interface, connects three major 345kV transmission lines: the Seabrook to Ward Hill/Tewksbury 394 Line, the Seabrook to Scobie 363 Line, and the Seabrook to Timber Swamp/Newington 369 Line.

6. FPL-NED has concluded that it must complete a reliability upgrade to the 28-year old Seabrook Substation to ensure its continuing reliability for the New England grid. While FPL conducts a rigorous maintenance program for the Seabrook Substation, several equipment failures have occurred at the substation in the last two years. These incidents, which include a February 2007 failure of a graphite rupture disc in an SF6 gas bus enclosure, and a January 2008 failure of a drive rod in a 345 kV disconnect switch, have led to more than 26 days of unplanned outages since February of 2007, causing the unavailability of the Seabrook Generator during that time. While these breakdowns have been remedied, FPL-NED believes that certain overall improvements are needed to the Seabrook Substation, including replacement or upgrade of aging equipment to reduce the risk of unplanned outages

and other malfunctions. These reliability improvements will help improve the performance of a substation that is an integral and critical part of the New England power grid and acts as the interconnection to the electric grid for the largest base load electric generating plant in New England.

7. FPL-NED is preparing to undertake an upgrade to the transmission substation at Seabrook. The proposed upgrade, which will take place within the existing footprint of the Seabrook Substation and will not result in any increase in the voltage carried by the transmission facilities, will address certain design issues in the substation, including the direct connection of the Reserve Auxiliary Transformers (“RATs”) to Bus No. 2, which poses reliability concerns and operational limitations. The RATs will be relocated to connect to a dedicated terminal position and the Generator Step-up (“GSU”) Transformer connections will be relocated from their current position where they share a breaker and a half bay with the Seabrook - Scobie 363 Line, to a dedicated double breaker bay. Also in this upgrade, five new Gas Insulated Substation (“GIS”) breakers will be installed: two will be replacements for existing breakers, and three will be new breakers. These enhancements to the substation will improve the reliability of the interconnections with the 345 kV lines, reduce the risk of unexpected outages of the Seabrook Generator, and provide greater ability to perform maintenance or future upgrades as needed without a generator outage. The construction will involve erecting in a portion of the substation a structure that will be somewhat taller than the existing substation structure.

8. The timing of the Reliability Upgrade Project work is driven by the refueling outage that has been scheduled for the Seabrook Generator in October 2009. It is critical to schedule the preparation and pre-outage work in a manner that helps ensure that work can be

efficiently performed during the outage. Under the schedule FPL has developed, certain steps will have to commence by given dates for the project to stay on schedule. Most critically, foundation work must commence by March 1, 2009. This will allow structural/electrical installation to begin by June 1, 2009. During the October 2009 scheduled outage, the cutover from the old configuration and equipment to the new configuration and equipment will begin with the configuration of the RATs reconnection. The second phase of the project will then be performed consistent with the next Seabrook Generator refueling outage scheduled for April 2011; during this outage the remaining two new breakers will be put in service and reconfiguration of the GSU will be completed.

Form F-4 Statements

9. FPL-NED proposes to use the net proceeds derived from the loans from FPL Group Capital to purchase the goods, equipment, fixtures and other property necessary to accomplish the transmission substation upgrade described above.

10. Form F-4 requests certain information which is not applicable to this financing because of the form that the financing will take, i.e. a line of credit from an affiliated corporation. These items include a description and present amount of authorized and outstanding long term debt and capital stock, the amount of short term notes outstanding, a promissory note, and a statement of capitalization ratios after giving effect to the proposed financing. FPL-NED does not have any authorized outstanding long term debt and capital stock, there are no short term notes outstanding and FPL-NED does not have a capitalization ratio. There is no promissory note involved with this transaction.

11. Form F-4 asks for a balance sheet adjusted for the financing, and a current income statement adjusted for the maximum amount of the financing. Copies of these are attached hereto as confidential Exhibits 5 and 6. Attached as Exhibit 7 is the Unanimous Consent of Directors in Lieu of Meeting, also required by Form F-4.

Exhibits

12. Attached hereto are the following exhibits:

Exhibit 1 – Line of Credit Agreement

Exhibit 2 - Security Agreement

Exhibit 3 - prefiled testimony of Kathy Beilhart.

Exhibit 4 - prefiled testimony of William C. Locke, Jr.

Exhibit 5 – Confidential – current balance sheet adjusted for financing
for FPL-NED

Exhibit 6 – Confidential – current income statement adjusted for
financing

Exhibit 7 – Unanimous Consent of Directors in Lieu of Meeting

Conclusion

13. FPL believes and, therefore alleges, that the line of credit from FPL Group Capital described in this Petition and the attachments hereto will be consistent with the public good and that FPL is entitled to enter into this financing agreement under RSA 369:1 for the purposes herein set forth.

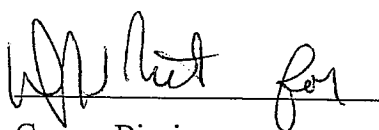
Prayer for Relief

Wherefore, FPL respectfully requests that the New Hampshire Public Utilities Commission:

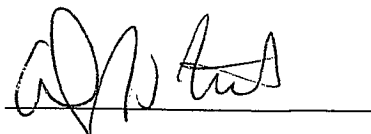
- a) Find that the proposed financing for the purposes set forth herein and in the manner and on the terms set forth herein is consistent with the public good;
- b) Pursuant to RSA 369:1 and the Settlement Agreement in DE 03-186, approve and authorize the financing in the manner and upon the terms set forth herein;
- c) Authorize FPL to do all things, take all steps, and execute and deliver all documents necessary or desirable to implement and carry out the proposed financing; and
- d) Grant the authorizations sought without a hearing, by an order Nisi to be final and effective no later than January 23, 2009, and take such further steps and make such further findings and orders as in its judgment may be necessary and consistent with the above-stated request.

Respectfully submitted,

FPL
By Its Attorneys



Gunnar Birgisson
Florida Power & Light Company
801 Pennsylvania Ave., N.W.
Suite 220
Washington, D.C. 20004-2604
(202) 349-3494
gunnar.birgisson@fpl.com

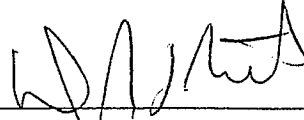


Douglas L. Patch
Orr & Reno, P.A.
One Eagle Square
Concord, N.H. 03302-3550
(603) 223-9161
dpatch@orr-reno.com

Dated: December 22, 2008

Certificate of Service

A copy of this Motion and Application has been served by email and first class mail this day of December 22, 2008 on the Office of Consumer Advocate.

A handwritten signature in black ink, appearing to read 'D. Patch', written over a horizontal line.

Douglas V. Patch

Dated: December 22, 2008

525421_1

THE STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

DOCKET NO. DE 2008-

RE: PETITION OF FLORIDA POWER & LIGHT COMPANY
FOR APPROVAL OF FINANCING

MOTION FOR CONFIDENTIAL TREATMENT

NOW COMES Florida Power & Light Company ("FPL" or "the Petitioner"), by and through its undersigned counsel, and respectfully moves the New Hampshire Public Utilities Commission ("Commission") pursuant to N.H. Admin. Rule Puc 203.08 to issue an order providing for the protective treatment of two exhibits which FPL has submitted along with the Petition of Florida Light & Power Company for Approval of Financing ("the Petition") on this same date in the above-captioned matter. In support of this Motion, FPL states as follows:

1. FPL is today filing a Petition which seeks the Commission's approval for financing of an upgrade of the transmission substation in Seabrook ("Reliability Upgrade Project") that interconnects the nuclear power plant in Seabrook to the New England power grid.
2. N.H. Admin. Rule Puc 308.05 requires each utility that is seeking approval of a financing pursuant to RSA 369:1 to submit along with its petition a current balance sheet and current income statement. FPL has therefore submitted a current balance sheet adjusted for the financing as Exhibit 5 to the Petition and a current income statement adjusted for the financing as Exhibit 6 to the Petition.
3. The current balance sheet and current income statement have not been provided to the Federal Energy Regulatory Commission ("FERC") with regard to Florida Power & Light Company –

New England Division (“FPL-NED”), which is a separate division of FPL for purposes of keeping the Seabrook transmission substation operationally and financially independent from its utility operations elsewhere. This information will not be available to the public until FPL files with FERC its Annual Report of a Major Electric Utility in April 2009. *See* 18 CFR § 141.1. FPL believes that the information contained in Exhibits 5 and 6 to the Petition is sensitive commercial information which, if disclosed, could cause harm to FPL-NED and this project, and that it should not be disclosed to the public at this point in time. FPL also believes that there should be consistency between how the information is treated at the state and federal levels. The information that is the subject of these two exhibits is financial information related to FPL-NED and the project, but since the Commission does not regulate any rates charged by FPL, this information is arguably not relevant to the Commission’s determination of whether to approve this financing. Because the submittal of this information is required by the rule cited above, however, FPL has submitted it, along with this request for protective treatment. FPL is therefore requesting that the Commission treat Exhibits 5 and 6 to the Petition as confidential until the information is made public under FERC rules.

4. RSA 91-A:5, IV provides, *inter alia*, that files whose disclosure would constitute an invasion of privacy, including commercially sensitive documents, are exempt from the public disclosure requirements of RSA 91-A. The New Hampshire Supreme Court has determined that “overhead and operating costs” as well as “financial condition” information constitute “commercial or financial” information within the meaning of RSA 91-A:5, VI. *Union Leader Corp. v. New Hampshire Housing Finance Authority*, 142 N.H. 540, 553 (1997). The Court has also determined that these records are not *per se* exempt from public disclosure. The Court has found that a balancing test must be employed to determine whether the records should be protected. *Id.* The balancing test includes an analysis of whether the public’s interest in disclosure is outweighed by the substantial

harm to the competitive position of the person from whom the information was obtained. *Id.* at 553-554. See also *Lamy v. Public Utilities Commission*, 152 N.H. 106 (2005).

5. The harm described in paragraph 3, above, supports a determination that the Applicant's interest in maintaining the confidentiality of the enclosed information outweighs the public's interest in disclosure. Moreover, the Commission has employed the above-referenced balancing test in the past and has granted protective treatment of information. See *Re: Granite State Electric Company*, 91 NH PUC 166 (2006); *Re National Grid*, 92 N.H. P.U.C. 279, 2007 WL 2415854, *48-50 (2007) (allowing confidential treatment and explaining the *Lamy* test); *Re Freedom Ring Communications, LLC*, 85 NH PUC 496 (2000) (allowing confidential treatment of several documents, including balance sheets and income statements for telephone utility). Accordingly, the Commission should treat the enclosed information in a similar manner.

6. For the reasons discussed herein, FPL respectfully requests that the Committee issue a protective order with regard to Exhibits 5 and 6 to the Petition.

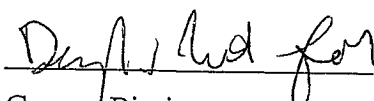
WHEREFORE, FPL respectfully requests that the Commission:

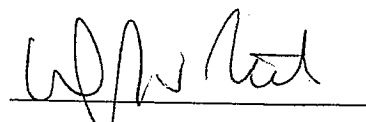
- A. Issue a protective order as requested herein that preserves the confidentiality of Exhibits 5 and 6 to the Petition; and
- B. Grant such further relief as it deems appropriate.

Respectfully submitted,

FPL

By Its Attorneys


Gunnar Birgisson

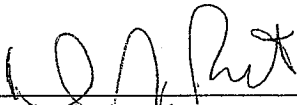

Douglas L. Patch

Florida Power & Light Company
801 Pennsylvania Ave., N.W.
Suite 220
Washington, D.C. 20004 -2604
(202) 349-3494
gunnar.birgisson@fpl.com

Orr & Reno, P.A.
One Eagle Square
Concord, N.H. 03302-3550
(603) 223-9161
dpatch@orr-reno.com

Certificate of Service

A copy of this Motion has been served by email and first class mail this 22nd day of December, 2008 on the Office of Consumer Advocate.



Douglas L. Patch

525530_1.DOC



FLORIDA POWER & LIGHT COMPANY

**\$36,000,000
Line of Credit**

Made available by

FPL GROUP CAPITAL INC

(RELATING TO NEW HAMPSHIRE ASSETS)

December 15, 2008

\$

LINE OF CREDIT AGREEMENT

This **LINE OF CREDIT AGREEMENT**, dated as of December 15, 2008 (the "Agreement"), is between **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower") and **FPL GROUP CAPITAL INC**, a Florida corporation (the "Lender").

WITNESSETH:

WHEREAS, the Lender has agreed to make Loans to the Borrower in an aggregate principal amount at any one time outstanding of not to exceed the Maximum Line of Credit, on the terms and subject to the conditions of this Agreement, to finance the payment of all or part of the purchase price of, or to enable Borrower to acquire rights in or the use of, the Collateral; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender hereby agree as follows:

AGREEMENT

Section 1. Defined Terms.

§1.1 Definitions:

"Agreement" means this Line of Credit Agreement, together with any modifications, extensions, renewals or substitutions hereto made from time to time hereafter.

"Base Rate" means, at the time of any determination thereof, the weighted average cost of indebtedness of the Lender calculated on a monthly basis.

"Borrowing" shall mean the drawing down by the Borrower of a Loan or Loans from the Lender on any given Borrowing Date.

"Borrowing Date" shall mean the date as of which a Borrowing is consummated.

"Business Day" shall mean a day on which commercial banks are open for business in New York, New York, and which, in the case of Eurodollar Loans, is also a day for trading by and between banks in the London interbank Eurodollar market.

"Collateral" shall mean the goods, equipment, fixtures, and other property acquired by the Borrower after the date of this Agreement for use in connection with the Seabrook Substation located in Seabrook, Rockingham County, New Hampshire, together with related drawings, plans and software, including the property described in Exhibit A hereto. Collateral shall not include any property that was not acquired by the Borrower, in whole or in part, with proceeds of the Loans.

"Default Rate" shall mean the interest rate per annum equal to the Base Rate plus two percent (2%) per annum, such rate to change from time to time as the Base Rate shall change.

"Dollars" or "\$" shall mean dollars in lawful currency of the United States of America.

"Interest Payment Date" shall mean as to any Loan, the first day of each calendar quarter in each year, commencing on the first such day to occur after such Loan is made.

"Interest Period" shall mean, with respect to each Loan, each calendar quarter during which the Loan is outstanding provided that the initial Interest Period shall begin on the Borrowing Date and the final Interest Period shall end on the day the Loan is paid in full.

"Loan" and "Loans" shall mean the principal amount and the aggregate principal amount, as the case may be, advanced by the Lender as a loan or loans to the Borrower under this Agreement, or, where the context requires, the amount thereof then outstanding.

"Loan Documents" shall mean this Agreement, the Security Documents, and all other documents, statements and opinions executed and delivered in conjunction herewith or therewith.

"Maximum Line of Credit" shall mean Thirty-six Million and No/100 Dollars (\$36,000,000.00);

"Person" shall mean any natural person, corporation, unincorporated organization, trust, joint-stock company, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision of any government.

"Security Documents" shall mean the Security Agreement and any other security agreement, mortgage or other agreement executed by the Borrower in favor of the Lender to secure the Loans or any other obligations under the Loan Documents.

Section 2. The Loans.

§2.1 The Lender agrees, on the terms of this Agreement, to make available to the Borrower one or more Loans in United States Dollars in a maximum aggregate principal amount at any one time outstanding of not to exceed the Maximum Line of Credit, under which the Lender may, in its sole and absolute discretion, from time to time make Loans as requested by the Borrower up to such maximum principal amount. The Borrower hereby acknowledges and agrees that this Agreement does not represent a commitment of the Lender to make Loans and that the Lender may at any time, whether or not a request for a Loan has been made, refuse to make any further Loans under this Agreement for any reason which the Lender, in its sole and absolute discretion, deems appropriate. ALL LOANS UNDER THIS AGREEMENT WILL BE PAYABLE UPON DEMAND.

§2.2 The proceeds of the Loans shall be used for the sole purpose of financing up to 100% of the purchase price or cost of acquisition by Borrower of rights in or the use of the Collateral. The Borrower shall pay the balance of such purchase price or cost with cash that is not subject to any security interests or other liens. The Loans shall be secured by a first priority purchase money security interest or lien in all of the Borrower's right, title and interest in, to and

under the Collateral. The Lender shall have full recourse against the Collateral, but shall have no recourse against the Borrower or any of Borrower's other assets for any deficiency.

§2.3 The Borrower shall give written notice (or telephonic notice, promptly confirmed in writing) to the Lender prior to 10:00 A.M., New York, New York time, on the proposed Borrowing Date, specifying (i) the Borrowing Date (which shall be a Business Day), (ii) the amount of the proposed Borrowing, and (iii) if the proceeds of the Borrowing are to be paid directly to the seller of Collateral or its designee, the name of the seller and a description of the Collateral to be purchased with the proceeds of such Borrowing.

Each Borrowing under this Section 2 shall be made by (a) wire transfer, check, money pool payment or other payment to the seller of any portion of the Collateral (or its designee) as requested by written notice by the Borrower to the Lender in the amount thereof or (b) wire transfer to a segregated deposit account or securities account of the Borrower in which the Lender has a perfected first priority security interest designated by written notice by the Borrower to the Lender in the amount thereof. Wire transfers, checks, money pool payments or other payments to a seller of Collateral may combine proceeds of a Borrowing and other funds provided by the Borrower.

§2.4 Interest shall accrue on the unpaid principal amount of each Loan outstanding from time to time, from the initial Borrowing Date until its repayment in full and said interest shall be paid on each Interest Payment Date, commencing with the first such Interest Payment Date following the applicable initial Borrowing Date, and on the date the applicable Loan is due and payable (whether upon demand, at stated maturity, by acceleration or otherwise). Interest on each Loan shall accrue at a rate per annum (computed on the actual number of days elapsed over a 360-day year; i.e., 1/360th of a full year's interest shall accrue for each day the Loan is outstanding) at all times equal to the Base Rate; provided, any principal and, to the extent permitted by law, interest, which is not paid when due (whether upon demand, at stated maturity, by acceleration or otherwise) shall bear interest at a rate per annum (computed as aforesaid) equal to the Default Rate. Interest shall be paid on each Interest Payment Date during the period in which a Loan is outstanding and, with respect to each Loan, on the date on which such Loan is paid in full.

§2.5 The Borrower shall have the right, at any time and from time to time, to repay the Loans in whole or in part, without penalty or premium.

Section 3. Miscellaneous.

§3.1 **This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the principles of conflicts of laws thereunder (other than §5-1401 of the New York General Obligations Law).**

§3.2 Whether or not any of the Loans herein provided for shall be made, the Borrower agrees to pay on demand all costs and expenses of the Lender in connection with the preparation, execution, delivery and administration of this Agreement, the other Loan Documents, and the other instruments and documents to be delivered hereunder and thereunder, including the reasonable fees and out-of-pocket expenses of legal counsel for the Lender, with

respect thereto, and all reasonable costs and expenses, if any, in connection with the enforcement of this Agreement, the other Loan Documents, and the other instruments and documents to be delivered hereunder and thereunder, or in connection with recovering, protecting or enforcing its interest in any collateral therefor. In addition, the Borrower shall pay any and all stamp and other taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, the other Loan Documents, and the other instruments and documents to be delivered hereunder and thereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omitting to pay such taxes. All obligations provided for in this §3.2 shall survive any termination of this Agreement.

§3.3 The Borrower shall keep accurate and complete records of the Collateral so that the Collateral can be readily identified and distinguished from other assets of the Borrower, and the Borrower shall keep accurate and complete records of the use of proceeds of the Loans to acquire all or any part of Borrower's right, title and interest in, to and under the Collateral. The Borrower shall promptly provide the Lender with such information regarding the Collateral, its acquisition, its location and its condition as the Lender may from time to time reasonably request. The Borrower shall permit the Lender to inspect the Collateral and obtain copies of records relating to the Collateral from time to time as the Lender may reasonably request.

§3.4 The Borrower shall promptly notify the Lender if it plans to acquire any additional property located in New Hampshire or related to Borrower's assets in New Hampshire that is not adequately described in Exhibit A hereto or will not be subject to a first priority purchase money security interest or lien in favor of the Lender when acquired by the Borrower. If requested by the Lender, the Borrower will execute amendments to this Agreement or the Security Documents or additional Security Documents sufficient to subject all or part of such additional property to a first priority purchase money security interest or lien in favor of the Lender at or prior to Borrower's acquisition of such property.

§3.5 It is acknowledged that all or most of the property located in New Hampshire that is owned by the Borrower on the date hereof is subject to the lien of the Borrower's Mortgaged and Deed of Trust dated as of January 1, 1944, as supplemented and amended (the "Mortgage"). It is also acknowledged and agreed that all or most of the Collateral will be subject to the lien of the Mortgage, but it is intended that the lien of the Mortgage on the Collateral will be junior to the lien in favor of the Lender as permitted by Section 36 of the Mortgage. Nothing in the Loan Documents shall be interpreted so as to cause a Default as defined under the Mortgage.

§3.6 Except as otherwise expressly provided herein, each notice or other communication hereunder shall be in writing, shall be sent by messenger, by first class mail or by facsimile transmitter ("telecopy"), and shall be deemed to have been given or made on the third (3rd) Business Day after the deposit thereof in the United States mail, registered mail postage prepaid, or when received if sent by telecopy (if an original copy is sent on the same day by one of the other means of delivery set forth herein) or delivered by hand, addressed to the appropriate party as follows, except that notices of Borrowings by the Borrower shall not be effective until received.

If to the Borrower, to the address or telecopy number set forth with its signature below or such other address or telecopy number as it may designate, by written notice to the Lender as herein provided or such other address as may appear in the records of the Lender.

If to the Lender, to the following address or telecopy number:

FPL Group Capital Inc
700 Universe Blvd.
Juno Beach, Florida 33408
Attention: Treasurer

Telecopy No. (561) 694-3707

or such other address or telecopy number as it may designate, by written notice to each of the other parties hereto as herein provided.

§3.7 This Agreement shall be binding upon and shall inure to the benefit of the Borrower and the Lender, and their respective successors and assigns; provided, that the Borrower may not assign any of its rights hereunder without the prior written consent of the Lender, and any such assignment will be void.

§3.8 Anything herein to the contrary notwithstanding, the obligations of the Borrower under this Agreement to the Lender shall be subject to the limitation that payments of interest to the Lender shall not be required to the extent that receipt of any such payment by the Lender would be contrary to provisions of law applicable to the Lender (if any) which limit the maximum rate of interest which may be charged or collected by the Lender; provided, however, that nothing herein shall be construed to limit the Lender to presently existing maximum rates of interest, if an increased interest rate is hereafter permitted by reason of applicable federal or state legislation. In the event that the Borrower makes any payment of interest, fees or other charges, however denominated, pursuant to this Agreement, which payment results in the interest paid to the Lender to exceed the maximum rate of interest permitted by applicable law, any excess over such maximum shall be applied in reduction of the principal balance owed to the Lender as of the date of such payment, or if such excess exceeds the amount of principal owed to the Lender as of the date of such payment, the difference shall be paid by the Lender to the Borrower.

§3.9 This Agreement and the other Loan Documents constitute the entire agreement among the parties hereto and thereto and supersede all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto and thereto with respect to the subject matter hereof and thereof, all of which prior agreements, understandings, negotiations and discussions, both written and oral, are merged into this Agreement and the other Loan Documents.

§3.10 No failure on the part of the Lender to exercise and no delay in exercising any right granted hereunder or under any of the other Loan Documents shall operate as a waiver thereof or the exercise of any other right. The remedies herein provided and provided in each of the other Loan Documents are cumulative and are not exclusive of any remedies provided by law. No course of dealing between the Lender and the Borrower shall be effective to amend,

modify or change any provision of this Agreement. This Agreement or any of the other Loan Documents may not be amended, modified, or changed in any respect except by an agreement in writing signed by the Lender and the Borrower.

§3.11 Should any payment required by this Agreement become due and payable other than on a Business Day, the maturity thereof shall be extended to the next succeeding Business Day, and in the case of principal, with interest thereon at the rate specified in this Agreement.

§3.12 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

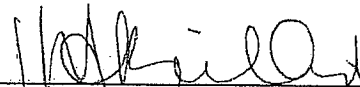
§3.13 The Borrower hereby agrees to hold the Lender and its officers, directors, employees and agents harmless from and against all claims, damages, liabilities and expenses, including reasonable fees and disbursements of counsel, which may be incurred by or asserted against any of them in connection with or arising out of any investigation, litigation or proceeding relating to the Loans, except that the Borrower shall not be required to indemnify the Lender to the extent that any of such claims, damages, liabilities or expenses arise from the gross negligence or willful misconduct of the Lender.

§3.14 THE LENDER AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER ENTERING INTO THIS AGREEMENT.

This Agreement has been dated as of the date first written above, but in fact executed by the parties hereto on December 12, 2008.

“BORROWER”

FLORIDA POWER & LIGHT COMPANY

By: 
Kathy A. Beilhart
Assistant Treasurer

BORROWER ADDRESS:

700 Universe Boulevard
Juno Beach, Florida 33408

Borrower Facsimile Number:

“LENDER”

FPL GROUP CAPITAL INC


By: 
Kathy A. Beilhart
Assistant Treasurer

EXHIBIT A
TO
LINE OF CREDIT AGREEMENT

DESCRIPTION OF CERTAIN COLLATERAL:

(GIS) Gas Insulated Substation Equipment

Qty (5) Circuit Breakers
Qty (12) Disconnect Switches
Qty (1) Fast Acting Disconnect Switches
Qty (12) Ground Switch
Qty (3) Fast Acting Ground Switches
Qty (3) Voltage Transformers with Ground Switches
Qty (5) Local Control Cabinets (LCCs)
Qty (1100') Interconnecting bus

Relay Room Equipment

Qty (6) Relay Cabinets
Qty (1) Relay Room Annunciator
1 Lot - Cabling between GIS equipment, LCCs, Relay Room equipment

Engineering

Engineering Drawings and detailed commissioning plans for Structural, Electrical, Ancillary and Security equipment relating to the foregoing.

Structures and Fixtures

1 44'W x 85'Lx 70'H Structure on or in which the GIS equipment listed above is to be installed, which structure is to be constructed and located on land in Seabrook, Rockingham County, New Hampshire, more particularly described as follows:

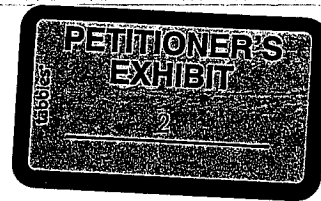
Land known as the "First and Second Unit Site," as shown on a plan entitled "Subdivision Plan of Land, Properties, Inc. & Public Service Co. of N.H., Seabrook, N.H.," recorded as Plan 8560 of the Registry of Deeds for Rockingham County, New Hampshire ("Registry");

Land known as "Lot 1" as shown on the plan entitled "Property Survey Seabrook Nuclear Power Station, Seabrook, Hampton Falls & Hampton, New Hampshire" recorded as Plan D-30241 of the Registry; and

Land known as "Lot 2" as shown on the plan entitled "Subdivision Plan of Land, Properties, Inc. & Public Service Co. of N.H., Seabrook, N.H.," recorded as Plan D8560 of the Registry.

Other Equipment and Software

Switches, lights, wire and other equipment and software acquired to modify the Plant Control Room and the Plant Simulator for new substation topology
Blast and bullet resistant enclosure and other equipment and software acquired to make various modifications for security



SECURITY AGREEMENT

This **SECURITY AGREEMENT**, dated as of December 15, 2008 (the "Agreement"), is between **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower") and **FPL GROUP CAPITAL INC**, a Florida corporation (the "Lender").

WHEREAS, the Lender and the Borrower are entering into the Line of Credit Agreement, dated as of the date hereof, pursuant to which the Lender will make Loans to the Borrower on the terms and conditions set forth therein to be secured by a first priority purchase money security interest in all of Borrower's right, title and interest in, to and under the Collateral.

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein which are defined in the Line of Credit Agreement shall have their respective meanings as therein defined.

"Obligations" means the Loans, interest on the Loans and any other amounts from time to time payable by Borrower under the Line of Credit Agreement.

"UCC" means the Uniform Commercial code as in effect in any applicable jurisdiction from time to time.

2. Grant of Security Interest

As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of any and all of the Obligations now existing or hereafter arising, and howsoever evidenced, Borrower hereby grants and creates a security interest in favor of Lender in all right, title and interest of the Borrower in, to and under the following (the "Collateral"):

all goods, equipment, fixtures, and other property acquired by the Borrower after the date of this Agreement for use in connection with the Seabrook Substation located in Seabrook, Rockingham County, New Hampshire, together with related drawings, plans and software, including the property described in Exhibit A hereto.

Collateral shall not include any property that was not acquired by the Borrower, in whole or in part, with proceeds of the Loans.

3. Perfection of Security Interest. Prior to or promptly after the execution and delivery of this Agreement, but in any event prior to the acquisition of any Collateral, Borrower shall file such financing statements and other documents in such offices as are necessary (and otherwise in such offices as the Lender may request) to perfect and establish the priority of the security interest created hereby as a first priority purchase money security interest in any applicable jurisdiction.

4. Remedies; Rights Upon Defaults. Upon the occurrence and during the continuance of any default under the Line of Credit Agreement, the Lender may do one or more of the following:

(a) Sell or foreclose on all or any part of the Collateral to the extent and in any manner permitted by law;

(b) Exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party after default under the UCC.

5. Application of Proceeds. The net proceeds of any foreclosure, collection, recovery, receipt, appropriation, realization or sale of the Collateral shall be applied in the following order:

(a) to the repayment of the reasonable out-of-pocket costs and expenses or retaking, holding and preparing for the sale and selling of the Collateral (including, without limitation, reasonable attorneys' fees and expenses and court costs and the discharge of all assessments, encumbrances, charges or liens, if any, on the Collateral prior to the lien hereof;

(b) to the payment in full of the Obligations.

6. Deficiency. If the proceeds of, or other realization upon, the Collateral by virtue of the exercise of remedies under this Agreement are insufficient to cover the costs and expenses of such exercise and the payment in full of the Obligations, the Borrower shall not be liable for any deficiency.

7. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be given, made, sent or delivered to the Borrower or the Lender in the same manner as provided for notices, demand, requests and other communications required or permitted under the Line of Credit Agreement.

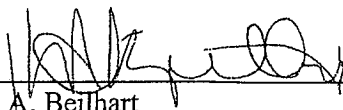
8. No Waiver; Cumulative Remedies; Amendments. No failure on the part of the Lender to exercise and no delay in exercising any right granted hereunder or under any of the other Loan Documents shall operate as a waiver thereof or the exercise of any other right. The remedies herein provided and provided in each of the other Loan Documents are cumulative and are not exclusive of any remedies provided by law. No course of dealing between the Lender and the Borrower shall be effective to amend, modify or change any provision of this Agreement. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the Lender and the Borrower.

9. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the principles of conflicts of laws thereunder (other than §5-1401 of the New York General Obligations Law), except to the extent that the law of any other jurisdiction is mandatorily applicable.

This Agreement has been dated as of the date first written above, but in fact executed by the parties hereto on December 12, 2008.

“BORROWER”

FLORIDA POWER & LIGHT COMPANY

By: 
Kathy A. Beilhart
Assistant Treasurer

BORROWER ADDRESS:

700 Universe Boulevard
Juno Beach, Florida 33408

Borrower Facsimile Number:

“LENDER”

FPL GROUP CAPITAL INC

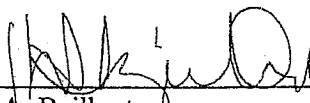
By: 
Kathy A. Beilhart
Assistant Treasurer

EXHIBIT A
TO
SECURITY AGREEMENT

DESCRIPTION OF CERTAIN COLLATERAL:

(GIS) Gas Insulated Substation Equipment

Qty (5) Circuit Breakers
Qty (12) Disconnect Switches
Qty (1) Fast Acting Disconnect Switches
Qty (12) Ground Switch
Qty (3) Fast Acting Ground Switches
Qty (3) Voltage Transformers with Ground Switches
Qty (5) Local Control Cabinets (LCCs)
Qty (1100') Interconnecting bus

Relay Room Equipment

Qty (6) Relay Cabinets
Qty (1) Relay Room Annunciator
1 Lot - Cabling between GIS equipment, LCCs, Relay Room equipment

Engineering

Engineering Drawings and detailed commissioning plans for Structural, Electrical, Ancillary and Security equipment relating to the foregoing.

Structures and Fixtures

1 44'W x 85'Lx 70'H Structure on or in which the GIS equipment listed above is to be installed, which structure is to be constructed and located on land in Seabrook, Rockingham County, New Hampshire, more particularly described as follows:

Land known as the "First and Second Unit Site," as shown on a plan entitled "Subdivision Plan of Land, Properties, Inc. & Public Service Co. of N.H., Seabrook, N.H.," recorded as Plan 8560 of the Registry of Deeds for Rockingham County, New Hampshire ("Registry");

Land known as "Lot 1" as shown on the plan entitled "Property Survey Seabrook Nuclear Power Station, Seabrook, Hampton Falls & Hampton, New Hampshire" recorded as Plan D-30241 of the Registry; and

Land known as "Lot 2" as shown on the plan entitled "Subdivision Plan of Land, Properties, Inc. & Public Service Co. of N.H., Seabrook, N.H.," recorded as Plan D8560 of the Registry.

Other Equipment and Software

Switches, lights, wire and other equipment and software acquired to modify the Plant Control Room and the Plant Simulator for new substation topology
Blast and bullet resistant enclosure and other equipment and software acquired to make various modifications for security



1 THE STATE OF NEW HAMPSHIRE
2 BEFORE THE
3 NEW HAMPSHIRE
4 PUBLIC UTILITIES COMMISSION

5
6 DE 08-
7

8 PETITION OF FLORIDA POWER & LIGHT COMPANY
9 FOR
10 APPROVAL OF FINANCING
11

12
13 TESTIMONY OF KATHY BEILHART.
14 ON BEHALF OF
15 FLORIDA POWER & LIGHT COMPANY

16 December 22, 2008
17

18 Background and Qualifications of Kathy Beilhart

19 Q. Please state your name and business address.

20 A. My name is Kathy Beilhart. My business address is 700 Universe Blvd.,
21 Juno Beach, FL, 33408.

22 Q. Who is your current employer and what position do you hold?

23 A. I am employed by FPL Group, Inc. ("FPL Group"). In my current
24 position I am Assistant Treasurer of FPL Group, a position to which I was appointed in
25 2004. I am also Assistant Treasurer of Florida Power & Light Company ("FPL") and
26 FPL Group Capital Inc ("FPL Group Capital"), subsidiaries of FPL Group. In these
27 positions I am responsible for development of financing plans, rating agency
28 relationships, relationships with fixed income investors and treasury operations.

29 Q. What is your background and what are your qualifications?

30 A. Prior to my current position, I was Director of Financial Planning for FPL
31 Group where I was responsible for development of the company's annual and long-term

1 projections. Prior to my employment with FPL Group, I held management positions at
2 Huffy Corporation and Deloitte and Touche, LLP. I have a bachelor's degree in
3 Accounting and an MBA with a concentration in finance from Bowling Green State
4 University. I have experience in negotiation and issuance of both secured and unsecured
5 debt securities as well as bank facilities.

6 **Purpose of Testimony**

7 **Q. What is the purpose of your testimony ?**

8 A. The purpose of my testimony is to describe the financing between FPL
9 Group Capital and Florida Power & Light Company New England Division ("FPL-
10 NED"), a separate division of FPL created for the purpose of keeping the Seabrook
11 transmission substation operationally and financially independent from FPL's utility
12 operations elsewhere. This financing will be used to pay for all or a part of the upgrade
13 to the transmission substation at Seabrook that is described in more detail in the Petition
14 of Florida Light & Power Company for Approval of Financing ("the Petition") and the
15 prefiled testimony of William C. Locke, Jr. submitted along with the Petition in this
16 docket.

17 **Description of Proposed Financing**

18 **Q. Please describe the proposed financing of the upgrade to the**
19 **transmission substation at Seabrook.**

20 A. FPL Group Capital, a wholly-owned subsidiary of FPL Group, holds the
21 capital stock of, or has equity interests in, FPL Group's operating subsidiaries other than
22 FPL, and provides funding for those subsidiaries. FPL Group Capital has agreed to make
23 loans to FPL in an aggregate principal amount at any one time outstanding not to exceed

1 a Maximum Line of Credit of \$36,000,000, payable on demand, to be used to acquire
2 goods, equipment, fixtures, and other property for use in connection with the Seabrook
3 transmission substation. FPL anticipates that it will require cash to pay for costs
4 associated with the upgrade to the transmission substation at Seabrook in varying
5 amounts through 2011, with the bulk of the cash required, approximately \$22.7 million,
6 during the calendar year 2009. The interest rate for the loans is based on FPL Group
7 Capital's weighted average cost of debt calculated on a monthly basis, and interest is
8 payable on the first day of each calendar quarter. A copy of the Line of Credit
9 Agreement is attached as Exhibit 1 to the Petition. These loans will be non-recourse to
10 FPL and all of its assets except the asset additions of FPL-NED financed with the loan
11 proceeds. FPL will need to perfect a purchase money security interest or lien in the new
12 assets in favor of FPL Group Capital by executing a security agreement, a copy of which
13 is attached as Exhibit 2 to the Petition, and any necessary mortgage or other security
14 document, and by causing the appropriate UCC filings or mortgage recordings to be
15 made. Because this is an inter-company financing, this will not be a publicly issued
16 security or a security that requires an exemption from registration under the federal
17 securities laws, and there will be no external reporting requirements under federal
18 securities laws. In addition, there will be no promissory note.

19 **Q. How does FPL plan to use the net proceeds of the maximum line of**
20 **credit ?**

21 **A.** The Line of Credit Agreement requires FPL to use the loan proceeds for
22 the sole purpose of financing the acquisition of goods, equipment, fixtures or other

1 property necessary to accomplish the upgrade to the transmission substation described in
2 the Petition and Mr. Locke's prefiled testimony.

3 **Q. What is the estimated cost of this financing to FPL?**

4 A. The estimated cost of the financing to FPL is \$40,000, which is based on
5 the closing costs, including the costs and expenses of FPL and FPL Group Capital in
6 connection with the preparation, execution and delivery of the Line of Credit Agreement
7 and related instruments and documents, including reasonable fees and out of pocket
8 expenses of legal counsel. FPL is also responsible for any post-closing costs and
9 expenses of FPL Group Capital in connection with administration or enforcement of the
10 loans or recovering, protecting or enforcing its interest in the collateral.

11 **Q. What is the requested timetable for approval of this financing ?**

12 A. FPL is requesting a final order from the Commission no later than January
13 23, 2009. As noted in the Petition and Mr. Locke's prefiled testimony, FPL needs to
14 begin the construction on March 1, 2009 and has incurred some initial expenses related to
15 the upgrade.

16 **Q. Have you reviewed Form F-4, the form that the Commission requires**
17 **for the approval of financing petitions ?**

18 A. Yes, I have reviewed this form and the Commission's rule, Puc 308.12.

19 **Q. Are the requirements for a typical financing by an electric**
20 **distribution public utility not applicable to the financing that is the subject of this**
21 **petition ?**

1 A. Certain requirements, like the ones which require that a description and
2 present amount of authorized and outstanding long term debt and capital stock, the
3 amount of short term notes outstanding, a copy of the promissory note, and a statement of
4 capitalization ratios after giving effect to the proposed financings, are not applicable to
5 the proposed financing. Because what is being proposed here is a line of credit between
6 FPL Group Capital and FPL, which are affiliated corporations, these are not applicable.
7 As I noted above, this will not be a publicly issued security, or a security that requires an
8 exemption from registration under the federal securities laws, there will be no external
9 reporting requirements under federal securities laws and there will be no promissory note.

10

Conclusion

11 **Q. Does this conclude your testimony?**

12 A. Yes.

13 525408_1

14



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

THE STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

DE 08-

PETITION OF FLORIDA POWER & LIGHT COMPANY
FOR
APPROVAL OF FINANCING

TESTIMONY OF WILLIAM C. LOCKE, JR.
ON BEHALF OF
FLORIDA POWER & LIGHT COMPANY

December 22, 2008

Background and Qualifications of William C. Locke, Jr.

Q. Please state your name and business address.

A. My name is William C. Locke, Jr. My business address is 4200 West
Flagler Street, Miami, FL, 33134.

Q. Who is your current employer and what positions do you hold?

A. I am employed by Florida Power & Light Company ("FPL"). In my
current position I am Manager of Transmission Services. I am also the Project Manager
for the Seabrook Transmission Substation Upgrade Project.

Q. What is your background and what are your qualifications?

A. I have a Bachelor of Electrical Engineering degree from Clemson
University and a Master of Business Administration degree from Florida International
University. I have over 25 years experience in preparing and negotiating contracts for
bulk power purchases and sales, purchases of generating units, transmission services, and
interconnection agreements. I also have participated extensively in proceedings before

1 the Federal Energy Regulatory Commission (“FERC”) concerning wholesale rate cases
2 and in FPL’s efforts to implement a regional transmission organization in Florida. I
3 provided testimony to the New Hampshire Public Utilities Commission (“Commission”)
4 in connection with Docket DE 03-186, the docket which resulted in FPL being approved
5 as a public utility in New Hampshire as described below. I was also involved in the
6 discussions that led to the Settlement Agreement that was approved in that docket and am
7 therefore familiar with that Settlement Agreement.

8 **Purpose of Testimony**

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

10 A. The purpose of my testimony is to provide background on the need for the
11 financing and the approval of the financing that is the subject of the Petition in this
12 docket, and to describe the upgrade to the transmission substation at Seabrook for which
13 the financing will be used. I am also providing testimony that the financing will be for
14 the public good because it is necessary to improve the reliability of the transmission
15 substation and the electric grid.

16 **Background on FPL and the Need for Financing Approval**

17 **Q. Why is FPL filing this petition for approval of financing ?**

18 A. FPL is a public utility in New Hampshire for the purpose of operating the
19 transmission substation on the grounds of the Seabrook nuclear power plant, subject to
20 the conditions set forth in the Settlement Agreement approved in Order No. 24,321 in DE
21 03-186, 89 NH PUC 267 (2004) (the “Order”). FPL is an 88.23% owner of the
22 transmission substation; the balance of the Seabrook Substation is owned by
23 Massachusetts Municipal Wholesale Electric Company, Taunton Municipal Lighting

1 Plant, and Hudson Light & Power Department. As noted in the Order, although the
2 Settlement Agreement referred to Florida Power & Light New England Division (“FPL-
3 NED”), the Commission recognized FPL as the entity that is subject to the jurisdiction of
4 the Commission, not FPL-NED, which is a separate division of FPL for purposes of
5 keeping the substation operationally and financially independent from FPL’s utility
6 operations elsewhere. Section II, 1 of the Settlement Agreement in Docket DE 03-108
7 contained a provision that required FPL to:

8 “With respect to any financing of FPL-NED’s interest in the Seabrook
9 Substation, including any borrowing or the issuance of any notes, bonds or
10 other evidence of indebtedness or securities of any nature, being subject to
11 the provisions of RSA 369 and other applicable regulatory laws of New
12 Hampshire unless FPL or FPL-NED files with the Commission the
13 appropriate certification of another regulatory agency as set forth in RSA
14 374-A:7, II(c) or any successor statute;”
15

16 **Background on Transmission Substation**

17 **Q. Please describe the transmission substation at Seabrook.**

18 **A.** FPL-NED’s 345kV Seabrook Substation in Seabrook, New Hampshire
19 interconnects the 1,318 MW Seabrook Nuclear Generating Station (“Seabrook
20 Generator”), the largest single generating resource in New England, with the New
21 England electric grid. The Seabrook Substation is also a Pool Transmission Facility
22 under the Tariff of the ISO-New England, a part of the New England Bulk Power
23 System, and one of the more critical substations in New England. The Seabrook
24 Substation is an integral part of the North-South Interface and the Northern New England
25 – Scobie plus Line 394 Interface. The Seabrook Substation serves to connect three major
26 345kV transmission lines: the Seabrook to Ward Hill/Tewksbury 394 Line, the Seabrook
27 to Scobie 363 Line, and the Seabrook to Timber Swamp/Newington 369 Line.

1 **Q. Please briefly describe why FPL believes that an upgrade is necessary**
2 **at the transmission substation at Seabrook.**

3 A. FPL has concluded that it must complete a reliability upgrade to the 28-
4 year old Seabrook Substation to ensure its continuing reliability for the New England
5 grid. While FPL conducts a rigorous maintenance program for the Seabrook Substation,
6 several equipment failures have occurred at the substation in the last two years. These
7 incidents include, in February 2007, the failure of a graphite rupture disc in an SF6 gas
8 bus enclosure, and, in January 2008, the failure of a drive rod in a 345 kV disconnect
9 switch. These events have led to more than 26 days of unplanned outages since February
10 of 2007, causing the unavailability of the Seabrook Generator during that time. While
11 these breakdowns have been remedied, FPL believes that certain overall improvements
12 are needed to the Seabrook Substation, including replacement or upgrade of aging
13 equipment to reduce the risk of unplanned outages and other malfunctions. These
14 reliability improvements will help improve the performance of a substation that is an
15 integral and critical part of the New England power grid and acts as the interconnection
16 to the electric grid for the largest base load electric generating plant in New England.

17 **Q. Please describe the proposed upgrade.**

18 A. FPL is preparing to undertake an upgrade to the Seabrook Substation. The
19 proposed upgrade, which will take place within the existing footprint of the Seabrook
20 Substation and will not result in any increase in the voltage carried by the transmission
21 facilities, will address certain design issues in the substation, including the direct
22 connection of the Reserve Auxiliary Transformers ("RATs") to Bus No. 2, which poses
23 reliability concerns and operational limitations. The RATs will be relocated to connect to

1 a dedicated terminal position and the Generator Step-up (“GSU”) Transformer
2 connections will be relocated from their current position where they share a breaker and a
3 half bay with the Seabrook - Scobie 363 Line, to a dedicated double breaker bay. Also in
4 this upgrade, five new Gas Insulated Substation (“GIS”) breakers will be installed: two
5 will be replacements for existing breakers, and three will be new breakers. These
6 enhancements to the substation will improve the reliability of the interconnections with
7 the 345 kV lines, reduce the risk of unexpected outages of the Seabrook Generator, and
8 provide greater ability to perform maintenance or future upgrades as needed without a
9 generator outage. The construction will involve erecting in a portion of the substation a
10 structure that will be somewhat taller than the existing substation structure.

11 **Q. What is the necessary timing for the proposed upgrade ?**

12 **A.** The timing of the Reliability Upgrade Project work is driven by the
13 refueling outage that has been scheduled for the Seabrook Generator in October 2009. It
14 is critical to schedule the preparation and pre-outage work in a manner that helps ensure
15 that work can be efficiently performed during the outage. Under the schedule for the
16 Reliability Upgrade Project FPL has developed, certain steps will have to commence by
17 given dates for the project to stay on schedule. Most critically, foundation work must
18 commence by March 1, 2009. This will allow structural/electrical installation to begin by
19 June 1, 2009. During the October 2009 scheduled outage, the cutover from the old
20 configuration and equipment to the new configuration and equipment will begin with the
21 configuration of the RATs reconnection. The second phase of the project will then be
22 performed consistent with the next Seabrook Generator refueling outage scheduled for

1 April 2011; during that outage the remaining two new breakers will be put in service and
2 reconfiguration of the GSU will be completed.

3 **Financing**

4 **Q. What steps has FPL taken to secure the necessary financing for the**
5 **improvements to the Seabrook transmission substation?**

6 A. As discussed in the testimony of FPL witness Beilhart, FPL Group Capital
7 Inc has agreed to make loans to FPL in an aggregate principal amount at any one time
8 outstanding not to exceed a Maximum Line of Credit of \$36,000,000, payable on
9 demand, to be used to acquire goods, equipment, fixtures, and other property for use in
10 connection with the Reliability Upgrade Project at the Seabrook Substation.

11 **Q. How does FPL plan to use the net proceeds of the maximum line of**
12 **credit ?**

13 A. The Line of Credit Agreement requires FPL to use the loan proceeds for
14 the sole purpose of financing the acquisition of goods, equipment, fixtures or other
15 property necessary to accomplish the upgrade to the Seabrook Substation described
16 above.

17 **Q. What is the requested timetable for the approval of this financing ?**

18 A. FPL is requesting a final order from the Commission no later than January
19 23, 2009. As noted above, FPL needs to begin the construction on March 1, 2009 and
20 has incurred some initial expenses related to the upgrade.

21

22

1

Conclusion

2

Q. Does FPL believe that the financing of this upgrade to the transmission substation at Seabrook is for the public good ?

3

4

A. Yes, as noted above the upgrade is necessary for the reliability of the transmission system and the connection between Seabrook Station, the largest single generating resource in New England, and the transmission grid. Because this financing is necessary to accomplish the upgrade, FPL believes that it is for the public good and therefore urges the Commission to approve the Petition expeditiously.

5

6

7

8

9

Q. Does this conclude your testimony?

10

A. Yes.

11

525422_1



FLORIDA POWER & LIGHT COMPANY

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF MEETING

The undersigned, being all of the Directors of Florida Power & Light Company, a Florida corporation (the "Company"), hereby consent to and adopt the following resolutions, effective on and as of the date set forth below:

WHEREAS, the Company has entered into a Line of Credit Agreement ("Line of Credit Agreement") with FPL Group Capital Inc, a Florida corporation ("FPL Group Capital"), in order to finance the acquisition by the Company of additional assets in the State of New Hampshire ("Additional Assets") related to its existing assets adjacent to the Seabrook Station nuclear power plant, pursuant to which Line of Credit Agreement the Company may borrow from FPL Group Capital from time to time up to \$36,000,000 principal amount to be secured by a security interest in or lien on such assets (each such borrowing a "Loan" and collectively, the "Loans"); and

WHEREAS, the Company has entered into a Security Agreement ("Security Agreement") with FPL Group Capital in order for FPL Group Capital to establish a security interest or lien on such Additional Assets; and

WHEREAS, the Board of Directors of the Company has determined that entering into the Line of Credit Agreement and the Security Agreement and obtaining the benefit of the Loans was and is in the Company's best interest.

NOW THEREFORE, be it

RESOLVED, that the Line of Credit Agreement, the Security Agreement and the related promissory note or notes and security documents described in, and subject to the provisos set forth in, the next succeeding resolution be, and such Line of Credit Agreement, Security Agreement and related promissory note or notes and security documents hereby are, approved; and

FURTHER RESOLVED, that the negotiation, execution and delivery of the Line of Credit Agreement and the Security Agreement, and all actions heretofore taken by the officers and agents of the Company in connection therewith be, and all such actions hereby are, approved, ratified and confirmed in all respects as the act and deed of the Company; and each of the Chairman of the Board, the President, any Vice President, the Treasurer or the Assistant Treasurer of the Company be, and each such officer, acting singly, hereby is, in the name and on behalf of the Company, authorized and empowered to negotiate, execute and deliver any amendments to the Line of

Credit Agreement and the Security Agreement, together with such promissory note or notes which may be issued by the Company from time to time thereunder, as well as any additional security agreements, mortgages or other security documents (together, "security documents") which may be executed by the Company from time to time under or pursuant to the Line of Credit Agreement, in such form and with such changes thereto as the officer executing any such amendment to the Line of Credit Agreement or the Security Agreement, any such promissory notes or any such additional security documents, as the case may be, may approve, with such approval to be conclusively evidenced by the execution and delivery of such amendment to the Line of Credit Agreement or the Security Agreement, such promissory notes or such additional security documents; provided that the aggregate principal amount of Loans at any one time outstanding pursuant to the Line of Credit Agreement shall not exceed \$36,000,000; and

FURTHER RESOLVED, that each of the Chairman of the Board, the President, any Vice President, the Treasurer or the Assistant Treasurer of the Company, be, and each such officer, acting singly, hereby is, authorized, directed and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such officer may deem appropriate in order to effect the purposes and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such officer or officers); and

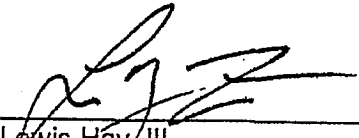
FURTHER RESOLVED, that all actions heretofore taken by the officers and agents of the Company in connection with the subject matter of the foregoing resolutions be, and all such actions hereby are, approved, ratified and confirmed in all respects as the act and deed of the Company; and

FURTHER RESOLVED, that the foregoing authorization is intended to be independent of, and shall not diminish the authorization of the Company to obtain loans under, any other resolutions of the Board or a Committee of the Board authorizing the obtaining of loans by or on behalf of the Company.

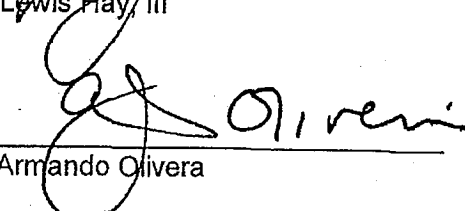
This Unanimous Consent may be executed in one or more counterparts, a complete set of which will constitute one original.

[SIGNATURES APPEAR ON NEXT PAGE]

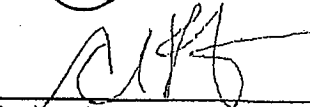
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent
this 19th day of December, 2008.



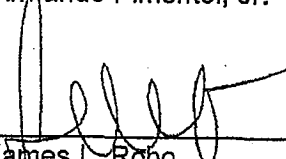
Lewis Hay, III



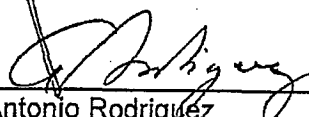
Armando Olivera



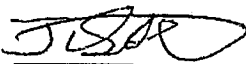
Armando Pimentel, Jr.




James L. Robo



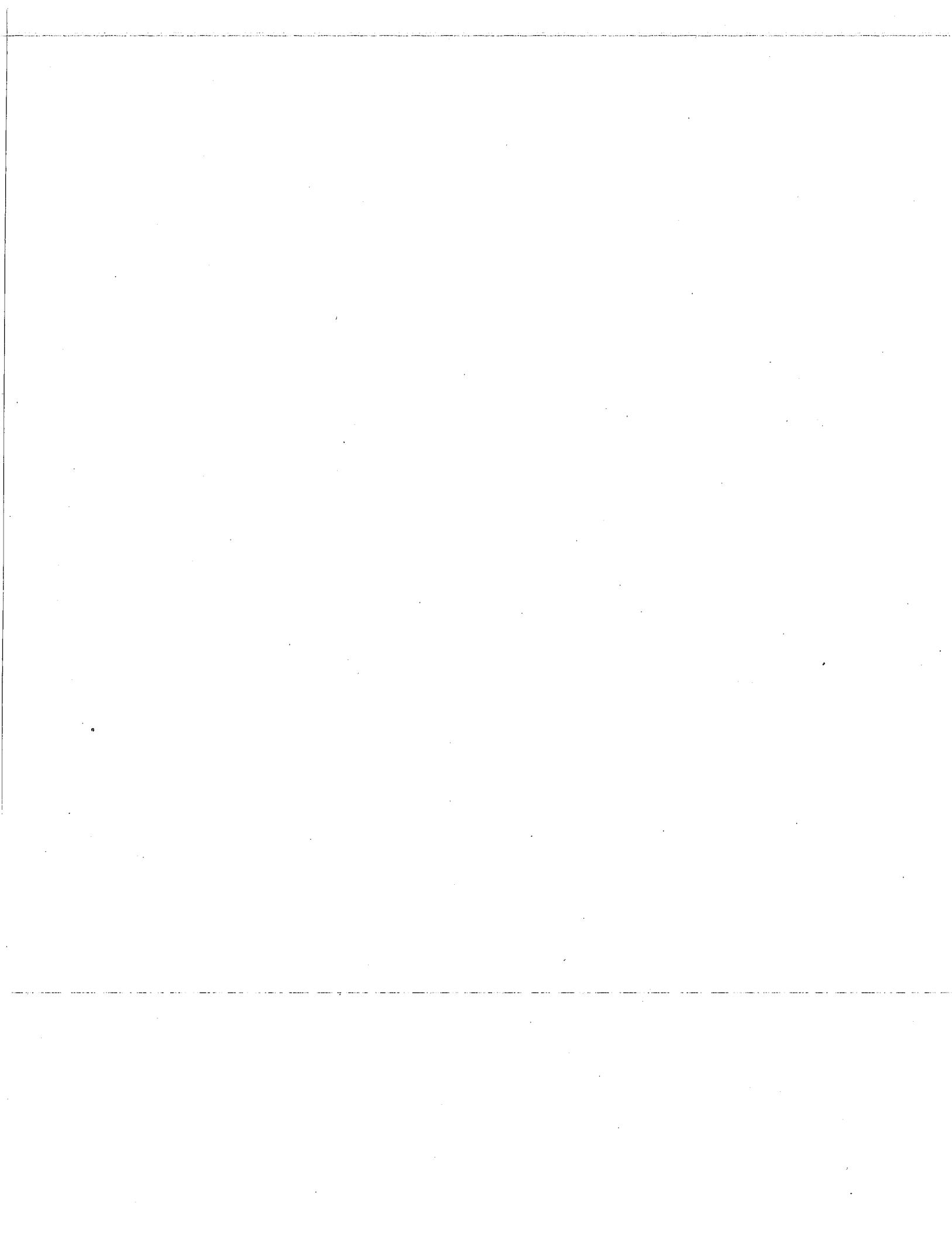
Antonio Rodriguez



John A. Stall



Edward F. Tancer



November 20, 2008

Mr. W. C. Locke, Jr.
Florida Power & Light Company
P.O. Box 029311
Miami, FL 33102-9311

Subject: Seabrook Substation Reliability Improvement Project – FPLC-08-T01

Dear Mr. Locke:

ISO New England has determined pursuant to Section I.3.9 of the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff") that implementation of the Participant's Proposed Plan identified in the following application will not have a significant adverse effect on the stability, reliability or operating characteristics of the Florida Power & Light Company's ("FPLC") transmission facilities, the transmission facilities of another Transmission Owner, or the system of a Market Participant, subject to satisfaction of conditions identified below with respect thereto:

- FPLC's Transmission Facilities Proposed Plan Application FPLC-08-T01 for upgrades and modifications at the Seabrook Substation located in Seabrook, New Hampshire ("the Project"), with proposed in-service dates as indicated below, as detailed in Mr. W. C. Locke Jr.'s October 7, 2008 transmittal to Mr. Don Gates, Chairman, Reliability Committee.

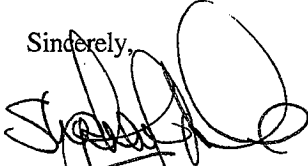
The determination of no significant adverse effects is based on the inclusion of the following components and specifications as part of the Project plan:

1. During the first phase of the Project proposed to be in-service in October 2009, installation of gas-insulated substation ("GIS") buswork, the relocation and retermination of the two reserve auxiliary transformers ("RATs"), and replacement of two existing 345 kV breakers. Additionally, three new 345 kV breakers will be installed, and two of them will be operated normally open.
2. During the second phase of the Project proposed to be in-service in April 2011, retermination of the generation step-up (GSU) transformer serving the Seabrook Plant and unit auxiliary transformers #1 and #2. The two normally open 345 kV breakers referenced above will change operation to normally closed.

Mr. W. C. Locke Jr
November 20, 2008
Page 2 of 2

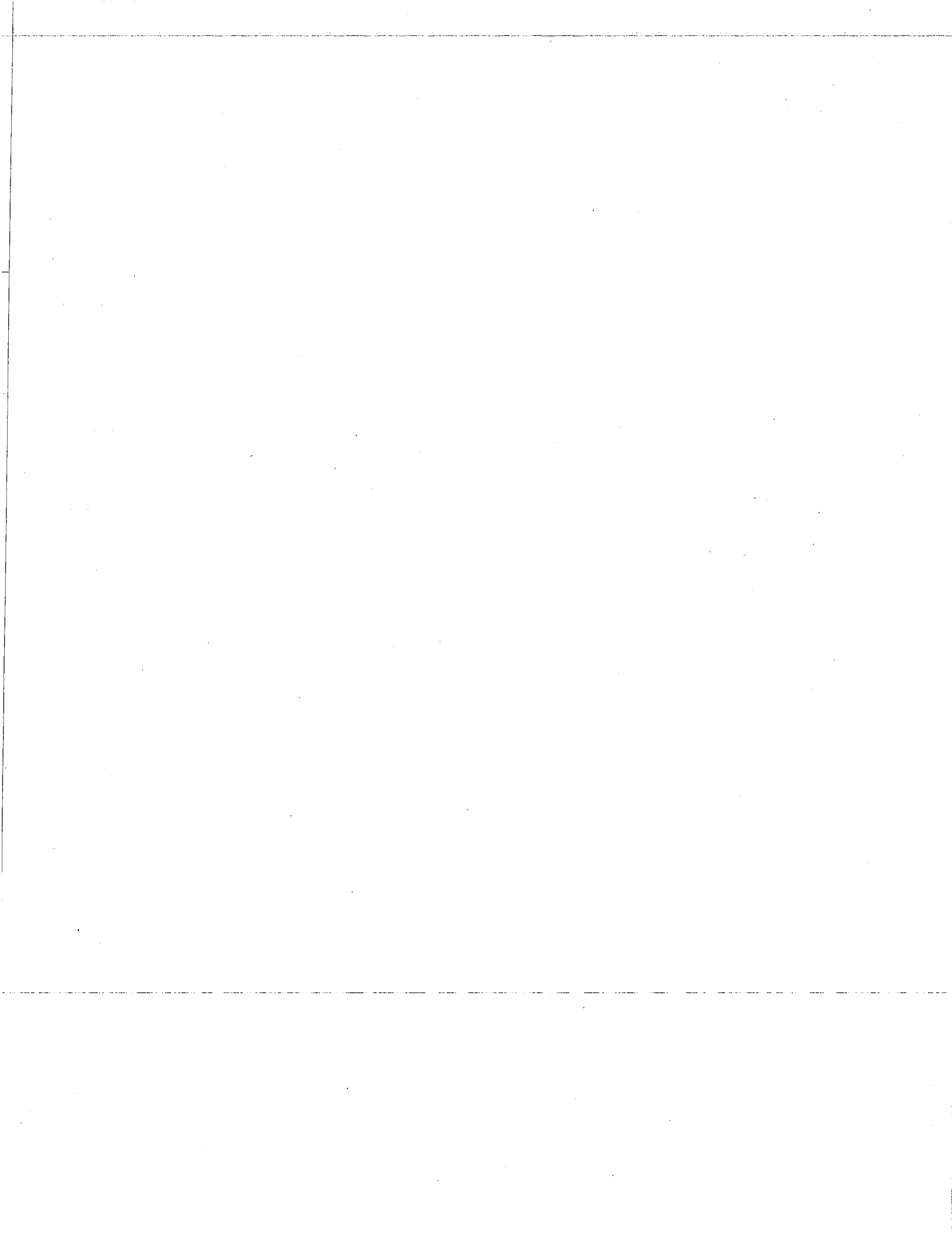
A determination under Section I.3.9 of the ISO Tariff is limited to a review of the reliability impacts of a proposed project as submitted by Participants and does not constitute an approval of a proposed project under any other provisions of the ISO Tariff.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Rourke", written over a circular stamp or seal.

Stephen J. Rourke
Vice President, System Planning

cc: Proposed Plan Applications
A. Scarfone (NU)



Copy



Town of Seabrook, New Hampshire
BUILDING PERMIT APPLICATION

Permit # _____

Permit Fee \$121,400.00
PERMIT FEE IS \$10.00 PLUS \$5.00 PER THOUSAND OF
THE ESTIMATED COST, OR ANY PART THEREOF

Applications that are complete and in compliance with the Ordinances and Regulations are usually processed within 14 business days.

Please contact the Building Official to determine when your permit will be issued. Application must be printed or typed and be complete and legible. Building Plans are required and all plans and construction must be in compliance with all State of NH Codes and Regulations as well as those adopted by the Town of Seabrook which include, but are not limited to, IBC, BOCA, NFPA, CABO and all Land Use Ordinances and Regulations.

THE NUMBER OF THE LOT AND/OR STREET NUMBER OF THE PROPERTY NEEDS TO BE CLEARLY VISIBLE

Land Owner's Name: FPLE Seabrook, LLC Tele: (603) 773-7745 Fax: (603) 773-7740

Mailing Address: P.O. Box 300, Seabrook, NH 03874 e-mail: michael_okeefe@fpl.com

Building Owner's Name (if different): Florida Power & Light Company Tele: (207) 442-5268 Fax: (207) 442-5886

Mailing Address: C/O Bill Locke, Mgr. Transmission Services, FPL, 4200 Flagler St., Miami, FL 33134 e-mail: Bill_Locke@fpl.com

Applicant's Name (if different): Same as Building Owner Tele: Fax:

Mailing Address:

Contractor: Mitsubishi Electric Power Product, Inc. (Contact Person: Dave Gianamore) Tele: (724) 778-5247 Fax: (724) 778-5149

Mailing Address: 512 Keystone Drive, Warrendale, PA 15086-7537

Plumber: Lic. #: Tele: Fax:

Electrician: Lic. #: Tele: Fax:

Location of work: Street # & Name: Seabrook Nuclear Station, Lafayette, Rd., Seabrook, NH Map/Lot/Sequence

Is lot located in 100 year Flood Plain Area (see maps in Town Hall): (X) YES () NO

Is the portion of the property to be developed under a Current Land Use (CLU) Assessment? Yes No (If any portion of the lot is in CLU, CLU map must be on file with town. A new map must accompany this application as necessary.)

List all uses and structures currently on property: Utility Buildings and Structures relating to the Seabrook Nuclear Generating Station and Transmission Switch Yard.

Explain any work proposed for driveway(s): No new driveways will be constructed as part of the proposed project

Briefly explain current proposal: Modifications to the gas-insulated switchyard to accommodate new/replacement utility structures and equipment. (See Attachment 1)

Total Dollar Value of Improvement: \$ 24,278,436 (estimate as of date of application) I certify, under penalties of perjury, that the estimated cost of construction, alteration or remodeling (including all labor and materials) is correct.

Signed: [Signature] 1/23/09

Type of Proposed Improvement (Check all that apply)

New structure Addition Alteration/Repair Moving Demolition/Removal* Foundation only (
Other(specify): _____

***Demolition/Removal applications must be signed by land and unit owner and attach copy of Tax Collector's removal permit.**

For Manufactured Housing: Meaning any structure, transportable in one or more sections, which in the travel mode is 8 feet or more in width and 40 body feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, which include plumbing, heating, and electrical heating systems contained therein. This shall not include campers or recreation vehicles as defined in RSA 216-1:1 or RSA 259:84-a; pre-site built housing as defined in RSA 674:31-a; or modular buildings as defined in RSA 205-C1, XI.

License Required. - No person shall install any manufactured house subject to Chapter 205-D Manufactured Housing Installation without a license

License Number: _____ Bond Information: _____

Pursuant to RSA 205-D: 17, No Manufactured house shall be installed in this state until the manufacturer has obtained a warranty seal from the state board and attached the seal to the manufactured house in the approved manner.

Additional Information may be obtained at:

New Hampshire Manufacture Housing Installation Board, Department of Safety, 33 Hazen Drive, Concord, NH 03305 or by telephone at (603) 271-3486

H.U.D. #: _____ Mfg name: _____ Mfg year: _____ New Used Applications for used units must be accompanied Tax Collector's Permit to move. (Issued by Town where unit was previously located). Was there previously a unit on this site: Y N If so: Owner _____ Date removed _____

Remove/Demo unit Mfg name: _____ Mfg year: _____ Moving: In Town - Location _____ Out of Town

Section 205-D:4 Installation Standards- II The following sites are exempt from this chapter

a-Sites already occupied as of the date of the enactment of this chapter (November 22, 2005)

b-Sites for the installation of manufactured housing, which provides temporary relief from fire, flood, or other disasters. The site shall be exempt for a period of one year of the placement of the house.

Applications for removals must be signed by Unit Owner and landowner and must be accompanied by a Statement of taxes paid & Town Clerk's Permit to move unit. Unit cannot be moved until all permits are approved.

Define Use Proposed for New Construction:
Residential

Single Family Dwelling Multi-family No. of Units _____ Seasonal Dwelling Garage Storage Building Other: _____

Non-Residential

Specify Use: Modifications to the gas-insulated switchyard to accommodate new/replacement utility structures and equipment for the purpose of improving reliability of switch yard and transmission facilities.

PROPOSED CONSTRUCTION SPECIFICATIONS:

FOUNDATION INFORMATION

Concrete Full
 Block Crawl Space) Slab
 Structural steel Slab
 Sona Tube
 Other _____

PRINCIPAL TYPE OF FRAME

Masonry (wall bearing)
 Wood frame
 Structural steel
 Reinforced concrete
 Other: _____

PRINCIPAL TYPE OF HEATING FUEL NA

Requires Fire Department Permit)
 Gas
 Oil
 Electricity
 Coal
 Wood
 Other: _____

DIMENSIONS

Number of stories
Total building height
Total square feet of all floors (exterior dimensions)
Building width (also include on sketch)
Building length (also include on sketch)
Number of bedrooms

EXISTING STRUCTURE

See Note
See Note
See Note
See Note
See Note
See Note

PROPOSED STRUCTURE ONLY (UTILITY STRUCTURE)

1 See Note
70'
4,165'
49'
85'
0

Note: Existing-Structure includes all those structures which today comprise the Seabrook Nuclear Generating Station. Some existing structures are taller than the proposed utility structure. Seabrook Town Ordinance provides for an exemption of the standard height restriction for utility structures. The proposed structure is a utility structure. It will consist of a single story enclosed platform constructed over the top of the existing GIS. See Attachment 1 for further explanation.

State Water Supply and Pollution Control Commission Permit # _____

A Building Permit cannot be issued until the building Inspector has received the Town Septic System Construction Permit as issued by the Town's Health Officer or connection to the municipal sewer system (only applies to new and expanded systems)

I hereby certify that the proposed work will conform to all applicable laws of this jurisdiction. In addition, all site work shall conform to NH Department of Environmental Services Regulations, and Best Management Practices shall be implemented to restrict any erosion or sedimentation. I authorize Town staff to enter onto my property for the purposes of this review.

Land Owner's Signature: _____ Date: _____
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Land Owner's Signature: _____ Date: _____
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Building Owner's Signature (If different): _____ Date: _____

Please: Mail permit: ___ OR Call when ready: X (Tele. No to call: Michael O'Keefe at (603) 773-7745) (Permits held in Building & Health Office for pickup)

PERMIT MUST BE IN-HAND PRIOR TO BEGINNING PROJECT AND ON-SITE DURING PROJECT. FINAL INSPECTION OF PROPERTY IS NEEDED BEFORE OCCUPANCY.

PLOT PLAN INSTRUCTIONS : See Instructions on Last Page of Application

Failure to submit a completed plot plan will delay processing of your application. Plan must be in ink and legible.

Setback distances from structures to all property lines. Please remember that the front setback is measured from your property line, not from the road.

Distance from Rear Lot Line

Distance from Left Lot Line

Distance from Right Lot Line

Distance from Front Lot Line

PLOT PLAN INSTRUCTIONS

A Plot Plan shall be drawn on the back of this sheet or on a separate sheet of paper. It shall be neatly drawn and include the following information North arrow. Boundaries of lot with dimensions in feet.

In campgrounds and manufactured home parks, indicate setback (distance) to nearest structures (identify type of structure) and roads in all directions from all existing and proposed structures.

Setback distances from all water bodies and wetlands.

Names & locations of roads adjacent to lot.

Location of all driveways. Identify if existing or proposed. Driveway application must be completed for proposed new driveways and change of use or expansions (including paving) of existing driveways. Existing structures on lot: include septic system, drainage structures, wells and utilities. Sketch all proposed structures and additions showing overall dimensions. Location of any wetlands, floodplain, streams, etc. on site. Location of any on-site or adjacent cemeteries or burial sites Any additional information that will adequately describe the proposed work. All proposed decks, landings, exterior stairs, porches and overhangs must be shown.

*******OFFICE USE ONLY*******

Proposal complies with applicable Land Use Regulations.

Planning Board Chairman _____ Date: _____
Conditions: _____
Date Variance Granted: _____ Purpose/Conditions: _____
Date Special Exception Granted: _____ Purpose/Conditions: _____

TO BE FILLED OUT BY BUILDING INSPECTOR

Water Permit Approval: _____ Sewer Permit Approval: _____

_____ Inspector Approval: () Yes () No Permit # _____

_____ Date of Building Permit Issuance: _____

Date of Denial: _____ Reason for Denial: _____

_____ If applicant was

denied, indicate if the applicant was referred to: (circle)

Board of Adjustment Health Office Board of Selectmen Planning Board Total acreage of lot: _____

Zoning District: _____ Is property part of a condominium: () YES () NO

THE BUILDING INSPECTOR MAY BE CONTACTED IN WRITING AT THE TOWN HALL, PO BOX 456, SEABROOK, NH 03874, BY PHONE (603) 474-3871 OR E-MAIL AT code@seabrooknh.org.

Building Inspector's Signature

A Building Permit cannot be issued until the building Inspector has received the Town Septic System Construction Permit as issued by the Town's Health Officer or connection to the municipal sewer system (only applies to new and expanded systems)

I hereby certify that the proposed work will conform to all applicable laws of this jurisdiction. In addition, all site work shall conform to NH Department of Environmental Services Regulations, and Best Management Practices shall be implemented to restrict any erosion or sedimentation. I authorize Town staff to enter onto my property for the purposes of this review.

Land Owner's Signature: Michael O'Keefe Date: 1/19/09
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Land Owner's Signature: _____ Date: _____
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Building Owner's Signature (if different): W. C. Lopez Date: 1/20/09

Please: Mail permit: _____ OR Call when ready: X (Tele. No to call: Michael O'Keefe at (603) 773-7745) (Permits held in Building & Health Office for pickup)

PERMIT MUST BE IN-HAND PRIOR TO BEGINNING PROJECT AND ON-SITE DURING PROJECT. FINAL INSPECTION OF PROPERTY IS NEEDED BEFORE OCCUPANCY.

PLOT PLAN INSTRUCTIONS : See Instructions on Last Page of Application

Failure to submit a completed plot plan will delay processing of your application. Plan must be in ink and legible.

Setback distances from structures to all property lines. Please remember that the front setback is measured from your property line, not from the road.

Distance from Rear Lot Line

Distance from Left Lot Line

Distance from Right Lot Line

Distance from Front Lot Line

A Building Permit cannot be issued until the building inspector has received the Town Septic System Construction Permit as issued by the Town's Health Officer or connection to the municipal sewer system (only applies to new and expanded systems)

I hereby certify that the proposed work will conform to all applicable laws of this jurisdiction. In addition, all site work shall conform to NH Department of Environmental Services Regulations, and Best Management Practices shall be implemented to restrict any erosion or sedimentation. I authorize Town staff to enter onto my property for the purposes of this review.

Land Owner's Signature: Michael O'Keefe Date: 1/19/09
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Land Owner's Signature: _____ Date: _____
(For Mobile Home, Campground, Condominium or other non-individual form of ownership, signature of representative of Association required)

Building Owner's Signature (if different): W. C. Lopez Date: 1/20/09

Please: Mail permit: _____ OR Call when ready: (Tele. No to call: Michael O'Keefe at (603) 773-7745) (Permits held in Building & Health Office for pickup)

PERMIT MUST BE IN-HAND PRIOR TO BEGINNING PROJECT AND ON-SITE DURING PROJECT. FINAL INSPECTION OF PROPERTY IS NEEDED BEFORE OCCUPANCY.

PLOT PLAN INSTRUCTIONS : See Instructions on Last Page of Application

Failure to submit a completed plot plan will delay processing of your application. Plan must be in ink and legible.

Setback distances from structures to all property lines. Please remember that the front setback is measured from your property line, not from the road.

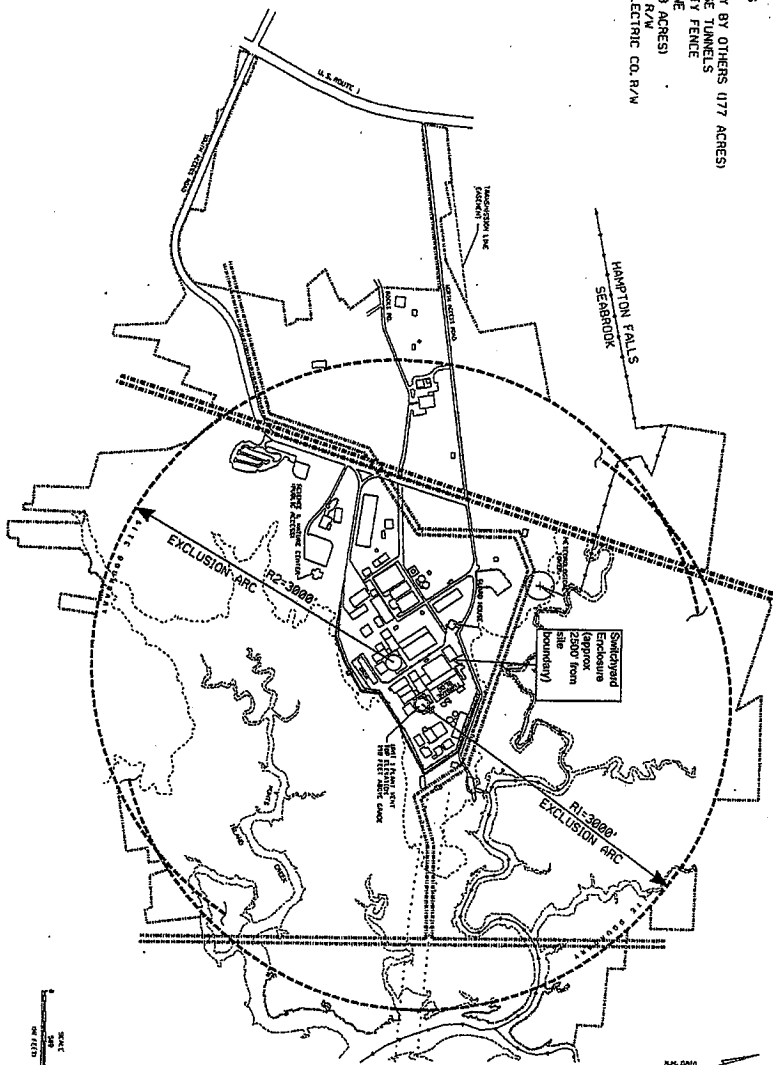
Distance from Rear Lot Line

Distance from Left Lot Line

Distance from Right Lot Line

Distance from Front Lot Line

- LEGEND**
- WATER BOUNDARY
 - ROADS & BUILDINGS
 - MARSH BOUNDARY
 - PROPERTY BOUNDARY BY OTHERS (177 ACRES)
 - INTAKE & DISCHARGE TUNNELS
 - PERMANENT SECURITY FENCE
 - TOWN BOUNDARY LINE
 - SITE BOUNDARY 719 ACRES
 - BOSTON & MAIN RR R/W
 - EXETER-HAMPTON ELECTRIC CO. R/W



SEABROOK STATION UPDATED
FINAL SAFETY ANALYSIS REPORT

SITE BOUNDARIES

FIGURE 2.1-4

Description of Proposed Project

Purpose of Proposed Project

FPL's Gas-Insulated Seabrook Switch Yard (GIS), located at the Seabrook Nuclear Station, experienced a number of equipment failures since February 2007 which resulted in extended unplanned outages. These equipment failures involved components of the GIS which are essential for the reliable interconnection of the Seabrook Nuclear Generating Plant, the provision of mandatory off-site station service power to the Seabrook Nuclear Generating Plant, and the reliable connection of the (3)-345kV transmission lines which rely on the GIS as a common connection point for continuity.

FPL conducted an assessment of the GIS and the cause of these equipment failures and determined that certain of the 26-year old GIS components should be replaced at the earliest opportunity. Additionally, FPL has concluded that certain changes in the topology and physical arrangement of certain GIS components are warranted in order to provide for enhanced switching and isolation of GIS components which will help to minimize the length of future unplanned outages caused by equipment failures or during other equipment upgrades and replacements.

Description of Proposed Project

FPL's proposed modifications to its GIS at the Seabrook Nuclear Generating Station consists of replacing two of the eight existing 345kV GIS circuit breakers, adding an additional three 345kV GIS circuit breakers, and adding and/or re-routing certain of the GIS bus work to accommodate connection of the replacement and new GIS circuit breakers. In addition, new isolation switches, protective relaying, and associated cables and conduits will be installed as required for operation and protection of the GIS.

Due to space limitations at the existing GIS site, as well as to minimize the length of required outages of the Seabrook Nuclear Generating Plant and outages of any of the (3)-345kV transmission lines that interconnect with the GIS, FPL has developed a design that involves locating the replacement and new GIS circuit breakers within a new utility structure consisting of a steel platform which will be constructed over the top of the existing GIS. This new utility structure will be enclosed to protect the new GIS components from the outside environment.

The new utility structure will be a braced steel frame structural design supported by 7 steel cross-braced supporting columns that are supported by concrete footings to a depth of approximately 5'. The new utility structure floor will be comprised of steel grated flooring and the enclosure will be comprised of corrugated steel. The new utility structure will be approximately 85'L X 49'W. Height of the utility structure platform will be approximately 34.5' above the ground while the height of the top of the enclosure will be approximately 70' above the ground. Relocation and modification of security structures may also be required. There are no water or sewer facilities associated with the new utility structure.

FPL intends to begin construction of the utility structure and GIS installations on or about March 1, 2009. Cutover from the old GIS equipment to the new GIS equipment is scheduled to occur during the Seabrook Nuclear Generating Plant's planned refueling outage scheduled to occur in October 2009.

Estimated Installed Cost of Proposed Utility Structure and Equipment

	Item Description	Estimated Cost
1	Utility Structure – Enclosed Platform, including foundations	\$ 3,887,376
2	(5) GIS Circuit Breakers, Switches, Interconnecting Bus	\$ 5,831,629
3	CGIT Bus & interface for transmission lines, reserve auxiliary transformers, generator step-up transformers and main bus connections	\$ 2,699,897
4	Protection & Control and Local Control Center	\$ 2,190,127
5	Installation, removal, supervision & gas handling	\$ 8,865,991
6	Field Cabling and Trays	\$ 503,416
7	Security Provision Modifications	\$ 300,000
8	Total Estimated Cost	\$ 24,278,436

Note: above costs exclude engineering and design related costs.

Summary of other Agency Review / Approvals

	Agency	Date	Status / Action
1	ISO-New England	Nov. 20, 2008	Approval Received
2	NH Site Evaluation Committee	Dec. 17, 2008	Order Declaring Project not a "Sizable Addition" issued and thus no approvals are required.
3	NH Public Utilities Commission	Financing Request filed Dec. 22, 2008 PUC Approval expected Jan. 30, 2009	Approval for construction not required. Approval for financing project pending.
4	NH Dept. of Environmental Services	Dec. 12, 2008	Letter received stating no approvals or permits required.
5	Army Corp. of Engineers	Dec. 16, 2008	Letter received stating no approvals or permits required.
6	Environmental Protection Agency	NOI to be filed Jan. 16, 2009. EPA Permit expected to be issued Jan. 23, 2009	NOI being filed to receive General Permit for Dewatering Activity during Construction