



Dianne M. Triplett
Deputy General Counsel

April 9, 2019

VIA ELECTRONIC FILING

Adam Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Duke Energy Florida, LLC's Petition a Limited Proceeding to Approve First Solar Base Rate Adjustment; Docket 20180149-EI*

Dear Mr. Teitzman:

Please find enclosed for electronic filing on behalf of Duke Energy Florida, LLC ("DEF"), DEF's Request for Confidential Classification filed in connection with DEF's response to OPC's First Set of Interrogatories (Nos. 1-10) and OPC's First Request for Production (Nos. 1-7), filed on March 19, 2018.

The filing includes the following:

- DEF's Request for Confidential Classification
- Slipsheet for confidential Exhibit A
- Redacted Exhibit B (two copies)
- Exhibit C (justification matrix), and
- Exhibit D (affidavit of Matthew G. Stout)

DEF's confidential Exhibit A (document number 03222-2019) that accompanies the above-referenced filing was filed with DEF's Notice of Intent to Request Confidential Classification and remains on file with the Clerk.

Thank you for your assistance in this matter. Please feel free to call me at (727) 820-4692 should you have any questions concerning this filing.

Sincerely,

s/ Dianne M. Triplett

DMT/mw
Enclosures

Dianne M. Triplett

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for a Limited Proceeding to
approve First Solar Base Rate Adjustment,
by Duke Energy Florida, LLC

Docket No. 20180149-EI

Dated: April 9, 2019

**DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (“F.S.”), and Rule 25-22.006, Florida Administrative Code (“F.A.C.”), submits this Request for Confidential Classification for the confidential information provided in DEF’s Response to OPC’s First Set of Interrogatories (Nos. 1-10) and OPC’s First Request for Production of Documents (Nos. 1-7), submitted on March 19, 2019 concurrently with DEF’s Notice of Intent to Request Confidential Classification. The Request is timely. See Ruel 25-22.006(3)(a)1., F.A.C. In support of this Request, DEF states:

1. Information contained in DEF’s Response to OPC’s First Set of Interrogatories (Nos. 1-10), specifically questions 3, 5, 7 and 9, and OPC’s First Request for Production of Documents (Nos. 1-7), specifically questions 1, 5, 6, and 7, contain information that is “proprietary confidential business information” under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this request:

(a) Sealed Composite Exhibit A is a package containing unredacted copies of all the documents for which DEF seeks confidential treatment. Composite Exhibit A was submitted separately in a sealed envelope labeled “CONFIDENTIAL” on March 19, 2019. In the unredacted versions, the information asserted to be confidential is highlighted yellow.

(b) Composite Exhibit B is a package containing two copies of redacted versions of the documents for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) Exhibit C is a table which identifies by page and line the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

(d) Exhibit D is an affidavit attesting to the confidential nature of the information identified.

3. As indicated in Exhibit C, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the confidential business information at issue relates to specific contractual costs and other counter-parties with whom DEF is in active negotiations. If DEF cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego entering contracts with DEF, which would adversely impact DEF’s competitive business interests. *See* § 366.093(3)(e), F.S.; Affidavit Matthew G. Stout at ¶¶ 4 and 5.

4. Additionally, certain information provided to OPC includes specific counter-party information with whom DEF is competitively negotiating, the disclosure of which would impair the efforts of the Company or its to negotiate contracts on favorable terms. Finally, public disclosure of this information would provide other counter-parties valuable insight into prices that DEF may be willing to pay in certain circumstances, thereby materially harming DEF’s

ability to negotiate competitive contracts in the future. *See* § 366.093(3)(d) & (e), F.S.; Affidavit of Matthew G. Stout at ¶¶ 4-5.

5. The information identified as Exhibit “A” is intended to be and is treated as confidential by the Company. *See* Affidavit of Matthew G. Stout at ¶¶5- 6. The information has not been disclosed to the public, and the Company has treated and continues to treat the information at issue as confidential. *See id.* Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

6. DEF requests that the information identified in Exhibit A be classified as “proprietary confidential business information” within the meaning of section 366.093(3), F.S., that the information remain confidential for a period of at least 18 months as provided in section 366.093(4) F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Request for Confidential Classification be granted.

Respectfully submitted this 9th day of April, 2019.

s/Dianne M. Triplett

DIANNE M. TRIPLETT
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T: 727. 820.4692
F: 727.820.5041
E: Dianne.Triplett@Duke-Energy.com

MATTHEW R. BERNIER

Associate General Counsel

Duke Energy Florida, LLC

106 E. College Avenue

Suite 800

Tallahassee, FL 32301

T: 850.521.1428

F: 727.820.5041

E: Matth.Bernier@Duke-Energy.com

CERTIFICATE OF SERVICE
(Docket No. 20180149-EI)

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following by electronic mail this 9th day of April, 2019, to all parties of record as indicated below.

s/ Dianne M. Triplett

Attorney

<p>Jennifer Crawford Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 jcrawfor@psc.state.fl.us</p>	<p>Jon C. Moyle, Jr. / Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com kputnal@moylelaw.com</p>
<p>J. R. Kelly / C. Rehwinkel Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399 kelly.jr@leg.state.fl.us rehwinkel.charles@leg.state.fl.us</p>	<p>James W. Brew / Laura A. Wynn 1025 Thomas Jefferson Street, N.W. Washington, DC 20007 jbrew@smxblaw.com law@smxblaw.com</p>

Exhibit A

“CONFIDENTIAL”

(Submitted on March 19, 2019 with DEF’s Notice of Intent)

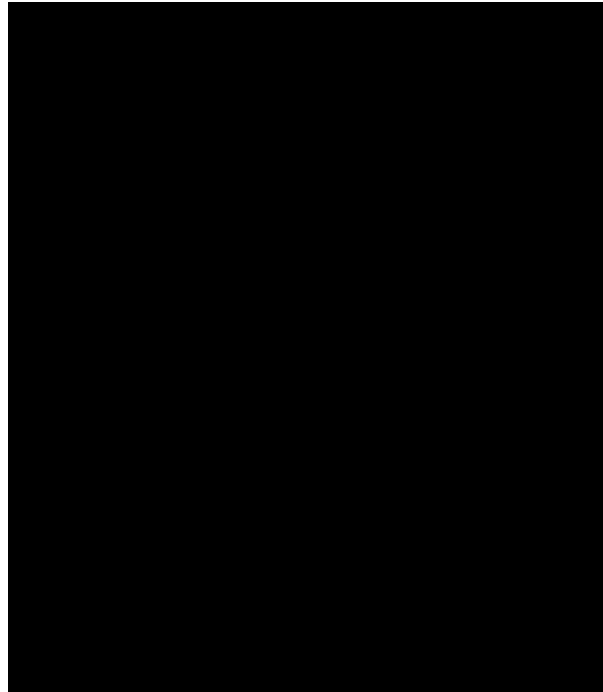
Exhibit B

REDACTED

Please refer to DEF's Response to Staff's Second Set of Interrogatories, Number 47g. The annual estimated land lease payments during operation of the project are provided in the table below. These values are consistent with DEF's responses to Q(s) 47 and 48 of the Staff of the Florida Public Service Commission's Second Set of Interrogatories to DEF (Nos. 41-50).

REDACTED

Estimated Annual Land Lease Cost		
(Values in \$000s)		
<u>Year</u>	<u>Hamilton</u>	<u>Columbia</u>



4. What generation facilities does DEF own serving native load in Florida that are located on leased land? If any, please identify the facility, location and lease terms (including years).

Answer:

DEF has no generation facilities in Florida located on leased land other than the Hamilton Solar Power Plant. Generally, across the United States, it is more common for renewable energy generation projects to lease rather than purchase land than it is for traditional fossil, hydro or nuclear power plants, because renewable energy projects, such as wind and solar, are rapidly changing technologies that when compared to traditional generation have shorter useful lives than traditional generation, use more land, and often allow for the landowner to use the portion of the property that is not ultimately encumbered by the lease for other useful purposes.

5. Please state all circumstances relating to, concerning, influencing, or otherwise impacting the decision to use Toshiba products (including those provided in a joint venture) in the components of one of the projects.

Answer:

Solar inverters are critical to site performance as well as a potential driver to long term operating and maintenance costs. DEF carefully evaluates the inverters selected for its solar power plants. The company regularly evaluates the highly competitive solar inverter market and maintains an Approved

REDACTED

Vendor List of qualified inverter suppliers for its projects. This list currently includes [REDACTED]
[REDACTED] To maintain fleet consistency
across DEF's portfolio of solar facilities,

[REDACTED] DEF applies its experience, expertise,
and deep industry knowledge to select reliable and cost competitive inverter solutions. DEF did not
select TMEIC as a condition of, or as a result of, any other settlement involving any other line of DEF
business. DEF's selection of TMEIC was solely due to the reasons explained above.

6. Please state all circumstances relating to, concerning, influencing, or otherwise impacting the
decision to use Mitsubishi products (including those provided in a joint venture) in the
components of one of the projects.

Answer:

Please refer to DEF's Response to OPC First Set of Interrogatories, Number 5 above.

7. Please provide a detailed explanation as to why it was financially more viable for DEF to
lease rather than purchase the land for the Columbia solar project?

REDACTED

Answer:

DEF acquired the development assets from Core Solar, Inc. ("Core"). Core is the party that negotiated
the lease agreement with the landowner. Core is an experienced early stage developer with deep
knowledge of the real estate market for solar power development. While conducting transaction due
diligence, DEF determined that the lease agreement that Core negotiated and executed with the
property owner was reasonable. Under the lease agreement, DEF will pay [REDACTED]
[REDACTED], which is a
commercially competitive rate. Since the lease agreement was put in place prior to DEF becoming
the owner the project, DEF did not have an opportunity to purchase the property, but rather utilized
the existing lease agreement put in place by the original developer.

8. Did DEF take into consideration, within the analysis to lease the Columbia solar site, the cost to the company to acquire additional land upon expiration of the least term for replacement of the solar output, of the Columbia site?

Answer:

No. DEF limited the period of the analysis to the projected life of the Columbia project, 30 years. This is typical when evaluating a resource against the generic system.

9. Please provide a detailed explanation as to why it was financially more viable for DEF to lease rather than purchase the land for the Hamilton solar project?

REDACTED

Answer:

DEF acquired the development assets from Tradewind Energy, Inc. (“Tradewind”). Tradewind is the party that negotiated the lease agreement with the landowner. Tradewind is an experienced early stage developer with deep knowledge of the real estate market for solar power development. While conducting transaction due diligence, DEF determined that the lease agreement that Tradewind negotiated and executed with the property owner was reasonable. Under the lease agreement, DEF will pay [REDACTED]

[REDACTED] Since the lease agreement was put in place prior to DEF becoming the owner the project, DEF did not have an opportunity to purchase the property, but rather utilized the existing lease agreement put in place by the original developer.

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Documents responsive to Request to Produce number 1 and 6, bearing bates numbers 20180149-DEF-001093 through 20180149-DEF-001185 and 20180149-DEF-001468 through 20180149-DEF- 001489 are redacted in their entirety.

4. Please provide a copy of all documents relating to (and including) the Settlement in Civil Action No.: 3:14-cv-00141 (Appellate Case No. 17-1087, Consolidated with 77-1151).

Response:

Please see documents attached bearing bates numbers 20180149-DEF-001186 through 20180149-DEF-001463.

5. Please provide a copy of all documents relating to (and including) any resolution of a dispute with a vendor related to discovery responses DEF served during the hearing in Docket No. 20180001-EI and related to a fossil fuel generation facility.

Response:

Please see confidential documents attached bearing bates number 20180149-DEF-001464 through 20180149-DEF-001467. DEF also incorporates by reference the document produced in Docket No. 20180001-EI, bearing bates number DEF-18FL-FUEL-000075 through DEF-18FL-FUEL-000085. DEF requested confidential treatment of this document in its entirety; accordingly, DEF incorporates the document by reference to avoid the administrative burden of producing the same document in this docket and filing the same confidentiality request.

6. Please provide any financial viability analysis that was done showing that it was cheaper for the customers over the life of the project and after for DEF to lease rather than purchase the Colombia solar site?

REDACTED

Response:

DEF performed an analysis to determine a purchase price that would yield an equivalent net present value of revenue requirements for the Columbia project. Removing all forecasted land lease costs would have allowed DEF to pay approximately [REDACTED] or [REDACTED] per acre for the 700 leased acres associated with the lease cost projections. Any land purchase payment in excess of this amount would have yielded a higher cost to DEF customers and a reduced CPVRR result. The [REDACTED] of land purchase would have added [REDACTED] kW-AC to the installed cost of the project after elimination of the land lease costs during construction from capital. The resulting project capital requirement would have been [REDACTED]/kW-AC. That analysis is attached and bears bates numbers 20180149-DEF-001468 through 20180149-DEF-001489. The attachments are confidential; a redacted slip sheet is attached hereto and unredacted copies have been filed with the Florida Public Service Commission ("Commission") along with DEF's Notice of Intent to Request Confidential Classification dated March 19, 2019.

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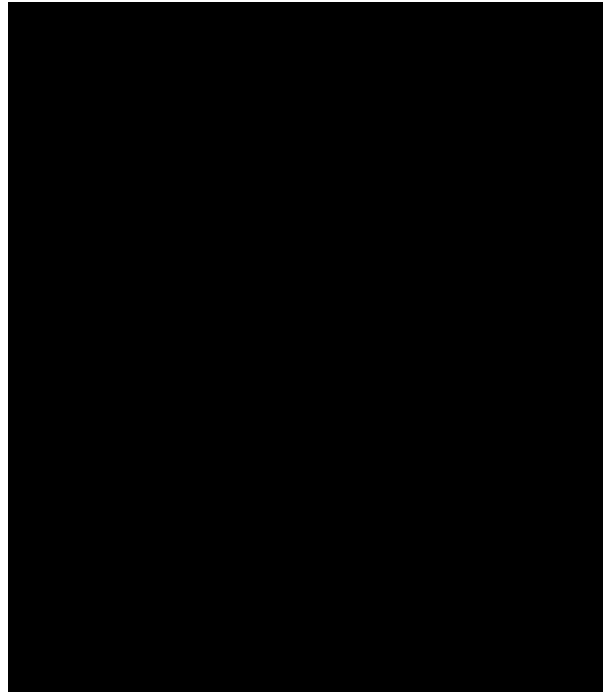
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Exhibit C

DUKE ENERGY FLORIDA Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>DEF's Response to OPC's 1st Set of Interrogatories (Nos. 1-10)</p>	<p>Question 3: all information contained in the table in columns titled "Year", "Hamilton" and "Columbia" is confidential.</p> <p>Question 5: all information in the response after "includes" and before "To maintain". After "facilities" and before "DEF applies" is confidential.</p> <p>Question 7: all information in the response after "pay" and before "which is" is confidential.</p> <p>Question 9: all information in the response after "will pay" and before "Since" is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>DEF's Response to OPC's 1st Request for Production of Documents (Nos. 1-7)</p>	<p>Question 1: all information in documents bearing Bates numbers 20180149-DEF-001093 through 001185 is confidential</p> <p>Question 5: the information in document bearing Bates number</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.</p>

	<p>20180149-DEF-001464 in the columns “Qty”, “Unit Cost” and “Line Cost”, and the information in bates number 20180149-DEF-001465 in the row titled “Total PO Cost” is confidential</p> <p>Question 6: the information in the response after “approximately” and before “or”, after “or” and before “per acre”, after “The” and before “of land”, after “added” and before kW-AC”, after “been” and before “kW-AC” is confidential.</p> <p>Question 6: all information in documents bearing Bates numbers 20180149-DEF-001468 through 001489 is confidential</p> <p>Question 7: all information in the response after “approximately” and before “or” after “or” and before “per acre”, after “The” and before “MM of land”, after “added” and before kW-AC”, after “been” and before “kW-AC” is confidential.</p>	<p>The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
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Exhibit D
AFFIDAVIT OF
MATTHEW G. STOUT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for a Limited Proceeding to
Approve First Solar Base Rate Adjustment,
By Duke Energy Florida, LLC

Docket No. 20180149-EI

Dated: April 9, 2019

**AFFIDAVIT OF MATTHEW G. STOUT IN SUPPORT OF
DUKE ENERGY FLORIDA'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF VERMONT

COUNTY OF WINDSOR

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Matthew G. Stout, who being first duly sworn, on oath deposes and says that:

1. My name is Matthew G. Stout. I am over the age of 18 years old and I have been authorized by Duke Energy Florida, LLC (hereinafter "DEF" or the "Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Request for Confidential Classification (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am the Managing Director of Business Development for Wind and Solar Development within the RGD Business Development Department. This department is responsible for the development of new solar facilities for DEF.

3. As the Managing Director of Business Development for Wind and Solar Development, I am responsible, along with the other members of the department, for conducting solar development activities including project siting, land acquisition, resource assessment,

permitting, obtaining interconnection rights, project layout and design, and arranging contracts for engineering, procurement and construction, as well as originating, structuring, and executing transactions to acquire rights to existing solar development projects.

4. DEF is seeking confidential classification for information contained in its Response to OPC's First Set of Interrogatories (Nos. 1-10) and OPC's First Request for Production of Documents (Nos. 1-7), submitted on March 19, 2019. The confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix that is attached to DEF's Request for Confidential Classification as Exhibit C. DEF is requesting confidential classification of this information because it contains sensitive business information, the disclosure of which would impair the Company's efforts to contract for goods and services on favorable terms.

5. Additionally, the disclosure of the confidential information concerning the counter-parties with whom DEF is in active negotiations, could adversely impact DEF's competitive business interests. If such information was disclosed to other counter-parties, it could provide valuable insight into prices that DEF may be willing to pay in certain circumstances, thereby materially harming DEF's ability to negotiate competitive contracts in the future. DEF's efforts to obtain competitive contracts that provide economic value to both DEF and its customers could be compromised. Without DEF's measures to maintain the confidentiality of counter-parties and contractual terms, the Company's efforts to obtain competitive contracts could be undermined.

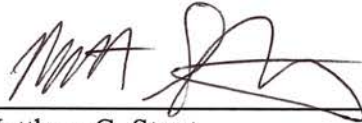
6. Upon receipt of confidential information from suppliers, and with its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company, and restricting the

number of, and access to the information and contracts. At no time since receiving the contracts and information in question has the Company publicly disclosed that information or contracts. The Company has treated and continues to treat the information at issue as confidential.

7. This concludes my affidavit.

Further affiant sayeth not.

Dated the 8th day of April, 2019.



Matthew G. Stout
Managing Director of Business Development for
Wind and Solar Development
Duke Energy Corporation
400 South Tryon
Charlotte, North Carolina 28202

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 8 day of April, 2019, by Matthew G. Stout. He is personally known to me, or has produced his VT 62551143 6/1/19 driver's license, or his _____ as identification.



(Signature)

HELAINE STACEY KEEFE

(Printed Name)

NOTARY PUBLIC,
STATE OF VERMONT

1/31/2021

(Commission Expiration Date)

157.0010807

(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)

