



David M. Lee
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 691-7263
(561) 691-7135 (Facsimile)
E-mail: david.lee@fpl.com

October 31, 2024

-VIA HAND DELIVERY -

Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

REDACTED

RECEIVED-FPSC
2024 OCT 31 PM 2:31
COMMISSION CLERK

**Re: Florida Power & Light Company's Request for Confidential Classification of Certain Material Provided in Connection with the July, August and September 2024 Fuel Filings
Docket No. 20240001-EI**

Dear Mr. Teitzman:

I enclose for filing in the above-referenced matter Florida Power & Light Company's ("FPL") Request for Confidential Classification. The Request includes Attachments A, B (two copies) and C.

Attachment A contains the confidential information that is the subject of FPL's Request for Confidential Classification. Attachment A is submitted for filing separately and marked "ATTACHMENT A - CONFIDENTIAL." Attachment B is an edited version of Attachment A, in which the information FPL asserts is confidential has been redacted. Attachment C contains FPL's justification for its request for confidential classification.

In accordance with Rule 25-22.006(3)(d), FPL requests confidential treatment of the information in Attachment A pending disposition of FPL's request for Confidential Classification.

Should you have any questions regarding this filing, please contact me.

Sincerely,

David M. Lee

Attachments
cc: Counsel for Parties of Record (w/ Request for Confidential Classification)
Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

COM _____
AFD _____
APA _____
ECO _____
ENG _____
GCL _____
IDM _____
CLK _____

I redacted Exh "B"

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 20240001-EI

Date: October 31, 2024

**FLORIDA POWER & LIGHT COMPANY'S REQUEST FOR
CONFIDENTIAL CLASSIFICATION**

Pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, Florida Power & Light Company ("FPL") requests confidential classification of certain information on Florida Public Service Commission ("FPSC" or "Commission") Forms 423-1(a), 423-2(a), 423-2(b) and 423-2 filed with the Commission for the third quarter of 2024. In support of this request, FPL states as follows:

1. Contemporaneously with this filing on October 31, 2024, FPL will file with the Commission and serve on all parties of record FPL's 423 Forms for the third quarter of 2024. This request is being filed for confidential classification of certain information contained in those documents, consistent with Rule 25-22.006, F.A.C.

2. The following attachments are included herewith and made a part hereof:
- a. Attachment A includes the complete and unedited version of R.W. Scherer's (Plant Scherer) July 2024 Forms 423-2(a), 423-2(b) and 423-2 and FPL's July, August, and September Form 423-1(a) which contain certain information that FPL asserts should be accorded confidential treatment. The information in Attachment A for which FPL seeks confidential classification has been highlighted. Attachment A is submitted separately in a sealed envelope marked "**CONFIDENTIAL.**"
 - b. Attachment B (two copies) is the edited version of Attachment A. All information that FPL asserts is entitled to confidential treatment has been redacted in Attachment B.
 - c. Attachment C identifies information for which confidential treatment is sought and, with regard to each item or type of information, contains a brief statement that explains the need for confidentiality and refers to the specific statutory basis or bases for the request.

3. Pursuant to section 366.093, FPL seeks confidential protection for the information highlighted in Attachment A. FPL submits that such information is proprietary confidential business information within the meaning of section 366.093(3). Pursuant to section 366.093, such materials are entitled to confidential treatment and are exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

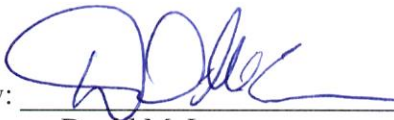
4. The statutory bases and support for FPL's assertion of confidentiality with regard to specific items or types of information are set forth more specifically in Attachment C. FPL submits that a portion of the information contained in the 423 Forms is proprietary confidential business information regarding contractual matters which would cause irreparable harm to FPL, the entities with whom it has entered into contracts and most importantly to FPL's customers, if such information was disclosed to the general public. The 423 Forms contain pricing information for coal and fuel oil purchases and transportation charges between FPL and various counterparties. The pricing information is regarded by both FPL and the counterparties as confidential. The pricing, which resulted from negotiations between FPL and the counterparties, is specific to the individual contracts and is not publicly known. Disclosure of this information would negatively impact FPL's ability to negotiate pricing favorable to its customers in future contracts. In addition, potential counterparties may refuse to enter into contracts with FPL, or may charge higher prices, if the price terms are made public. This information also relates to the competitive interests of FPL and the counterparties, and disclosure of the information would impair their competitive business interests. The information has not been publicly disclosed and is entitled to confidential classification pursuant to sections 366.093(3)(d) and (e), F.S.

5. Upon a finding by the Commission that the material in Attachment A for which FPL seeks confidential treatment is proprietary confidential business information within the meaning of section 366.093(3), pursuant to section 366.093(4) such materials should not be declassified for twenty-four (24) months, or as otherwise extended by the Commission. Further, the materials should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the above and foregoing reasons, including those set forth in the supporting materials, Florida Power & Light Company respectfully requests that its Request for Confidential Classification be granted.

Respectfully submitted,

Maria Jose Moncada
Assistant General Counsel
David M. Lee
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Telephone: (561) 304-5795
Facsimile: (561) 691-7135
maria.moncada@fpl.com
david.lee@fpl.com

By: 
David M. Lee
Florida Bar No. 103152

CERTIFICATE OF SERVICE

Docket 20240001-EI

I **HEREBY CERTIFY** that a true and correct copy of the foregoing* has been furnished by electronic delivery on the 31st day of October 2024 to the following:

Suzanne Brownless
Ryan Sandy
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
sbrownle@psc.state.fl.us
rsandy@psc.state.fl.us

J. Jeffrey Wahlen
Malcolm N. Means
Virginia Ponder
Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
jwahlen@ausley.com
mmeans@ausley.com
vponder@ausley.com
Attorneys for Tampa Electric Company

Paula K. Brown
Manager, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601-0111
regdept@tecoenergy.com

Mike Cassel
Vice President/Government and
Regulatory Affairs
Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097
mcassel@fpuc.com

Walt Trierweiler
Charles J. Rehwinkel
Mary A. Wessling
Patricia A. Christensen
Octavio Ponce
Austin Watrous
Office of Public Counsel
The Florida Legislature
111 W. Madison Street, Room 812
Tallahassee, Florida 32399
trierweiler.walt@leg.state.fl.us
rehwinkel.charles@leg.state.fl.us
wessling.mary@leg.state.fl.us
christensen.patty@leg.state.fl.us
ponce.octavio@leg.state.fl.us
watrous.austin@leg.state.fl.us
**Attorneys for the Citizens of the State of
Florida**

Matthew R. Bernier
Robert L. Pickels
Stephanie A. Cuello
106 East College Avenue, Suite 800
Tallahassee, Florida 32301
matthew.bernier@duke-energy.com
robert.pickels@duke-energy.com
stephanie.cuello@duke-energy.com
FLRegulatoryLegal@duke-energy.com
Attorneys for Duke Energy Florida, LLC

Dianne M. Triplett
299 First Avenue North
St. Petersburg, Florida 33701
dianne.triplett@duke-energy.com
Duke Energy Florida

Beth Keating
Gunster Law Firm
215 South Monroe St., Suite 601
Tallahassee, Florida 32301-1804
bkeating@gunster.com
**Attorneys for Florida Public Utilities
Company**


Michelle D. Napier
Director, Regulatory Affairs
Florida Public Utilities Company
1635 Meathe Drive
West Palm Beach, FL33411
mnapier@fpuc.com

Robert Scheffel Wright
John Thomas LaVia, III
Gardner, Bist, Bowden, Dee, LaVia, Wright,
Perry & Harper, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
schef@gbwlegal.com
jlavia@gbwlegal.com
**Attorneys for Florida Retail
Federation**

Jon C. Moyle, Jr.
Moyle Law Firm, P.A.
118 North Gadsden Street
Tallahassee, FL 32301
jmoyle@moylelaw.com
mqualls@moylelaw.com
**Attorneys for Florida Industrial Power
Users Group**

James W. Brew
Laura Wynn Baker
Sarah B. Newman
Stone Mattheis Xenopoulos & Brew, P.C.
1025 Thomas Jefferson Street, NW
Eighth Floor, West Tower
Washington, DC 20007
jbrew@smxblaw.com
lwb@smxblaw.com
sbn@smxblaw.com
**Attorneys for White Springs
Agricultural Chemicals, Inc. d/b/a PCS
Phosphate - White Springs**

Peter J. Mattheis
Michael K. Lavanga
Joseph R. Briscar
Stone Mattheis Xenopoulos & Brew, PC
1025 Thomas Jefferson Street, NW
Eighth Floor, West Tower
Washington, DC 20007
pjm@smxblaw.com
mkl@smxblaw.com
jrb@smxblaw.com
Attorneys for Nucor Steel Florida, Inc.

By: 

David M. Lee
Florida Bar No. 103152

*Copies of Attachments B and C are available upon request.

Docket No. 20240001-EI

ATTACHMENT “B”

REDACTED

FPL’s THIRD QUARTER 2024:

R.W. SCHERER FPSC FORMS

423-2 (a)

423-2 (b)

423-2

FPL FPSC FORM

423-1(a)

Redacted

FPSC Form No. 423-2(a)

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS DETAILED PURCHASED COAL INVOICE INFORMATION

- | | | | | |
|-----------------------|--|-------|-------------|--|
| 1. Reporting Month: | July | Year: | 2024 | 4. Name, Title & Telephone Number of Contact Person Concerning Data
Submitted on this Form: Edward Anderson
561 694-4790 |
| 2. Reporting Company: | FLORIDA POWER & LIGHT COMPANY | | | |
| 3. Plant Name: | R.W.SCHERER | | | 5. Signature of Official Submitting Report <i>Manuel Acosta</i> |
| | | | | 6. Date Completed: 22-Oct-24 |

Line <u>No.</u> (a)	<u>Supplier Name</u> (b)	<u>Mine Location</u> (c)	<u>Purch. Type</u> (d)	<u>Tons</u> (e)	<u>FOB Mine Price (\$/Ton)</u> (f)	<u>Shorthaul & Loading Charges (\$/Ton)</u> (g)	<u>Original Invoice Price (\$/Ton)</u> (h)	<u>Retroactive Price Increase (\$/Ton)</u> (i)	<u>Base Price (\$/Ton)</u> (j)	<u>Quality Adjustments (\$/Ton)</u> (k)	<u>Effective Purchase Price (\$/Ton)</u> (l)
(1)	Georgia Power Company	N/A	S	150,000.00		N/A		-		N/A	

REDACTED VERSION
FPSC Form No. 423-2(a) (2/87)

Redacted

FPSC Form No. 423-2(b)

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS DETAILED TRANSPORTATION INVOICE INFORMATION

- | | | | | |
|-----------------------|-------------------------------|-------|------|--|
| 1. Reporting Month: | July | Year: | 2024 | 4. Name, Title & Telephone Number of Contact Person Concerning Data
Submitted on this Form. Edward Anderson
561 694-4790 |
| 2. Reporting Company: | FLORIDA POWER & LIGHT COMPANY | | | 5. Signature of Official Submitting Report <i>Manuel Acosta</i> |
| 3. Plant Name: | R.W.SCHERER | | | 6. Date Completed: 22-Oct-24 |

Line No. (a)	Supplier Name (b)	Mine Location (c)	Shipping Point (d)	Transport Mode (e)	Tons (f)	Effective Purchase Price (\$/Ton) (g)	Additional Shorthaul & Loading Charges (\$/Ton) (h)	Rail Charges		Waterborne Charges				Other Related Charges (\$/Ton) (o)	Total Transportation Charges (\$/Ton) (p)	FOB Plant Price (\$/Ton) (q)
								Rail Rate (\$/Ton) (i)	Other Rail Charges (\$/Ton) (j)	River Barge Rate (\$/Ton) (k)	Trans-loading Rate (\$/Ton) (l)	Ocean Barge Rate (\$/Ton) (m)	Other Water Charges (\$/Ton) (n)			
(1)	Georgia Power Company	N/A	N/A	N/A	150,000.00	-	-	-	-	-	-	-	-	-	-	59,640

REDACTED VERSION
FPSC Form No. 423-2(b) (2/87)

Redacted

FPSC Form No. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS ORIGIN, TONNAGE, DELIVERED PRICE, AND AS RECEIVED QUALITY

- | | | | | |
|-----------------------|-------------------------------|-------|------|--|
| 1. Reporting Month: | July | Year: | 2024 | 4. Name, Title & Telephone Number of Contact Person Concerning Data
Submitted on this Form: Edward Anderson
561 694-4790 |
| 2. Reporting Company: | FLORIDA POWER & LIGHT COMPANY | | | |
| 3. Plant Name: | R.W.SCHERER | | | 5. Signature of Official Submitting Report: <i>Manuel Acosta</i> |
| | | | | 6. Date Completed: 28-Oct-24 |

Line No.	Supplier Name	Mine Location	Purchase Type	Transport Mode	Tons	Purchase Price (\$/Ton)	Effective Transport Charges (\$/Ton)	Total FOB Plant Price (\$/Ton)	Sulfur Content (%)	Btu Content (Btu/lb)	Ash Content (%)	Moisture Content (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
(1)	Georgia Power Company	N/A	S	N/A	150,000.00			59.640	UNKNOWN(1	UNKNOWN(1	UNKNOWN(1	UNKNOWN(1

Footnotes:

(1) July 2024 purchase from Georgia Power Company coal pile (150,000 tons) on site. Coal quality data unavailable as Georgia Power Company pile has many variations of PRB coal.

REDACTED VERSION
FPSC Form No. 423-2 (2/87)

Redacted

MONTHLY REPORT OF COST AND QUALITY OF FUEL OIL FOR ELECTRIC PLANTS DETAIL OF INVOICE AND TRANSPORTATION CHARGES

FPSC FORM NO 423 - 1(a)

1. REPORTING MONTH : July YEAR 2024

2. REPORTING COMPANY : FLORIDA POWER LIGHT COMPANY

3. NAME, TITLE TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
SUBMITTED ON THIS FORM: EDWARD ANDERSON, REGULATORY AFFAIRS, (561) 694 -4790

4. SIGNATURE OF OFFICIAL SUBMITTING REPORT: 

5. DATE COMPLETED: 10/09/2024

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)
LINE NO	PLANT	SUPPLIER	DELIVERY LOCATION	DELIVERY DATE	TYPE OIL	VOLUME (BBLs)	INVOICE PRICE (\$/BBL)	INVOICE AMOUNT (\$)	DISCOUNT (\$)	NET AMOUNT (\$)	NET PRICE (\$/BBL)	QUALITY ADJUST (\$/BBL)	EFFECTIVE PUR PRICE (\$/BBL)	TRANSP TO TERM (\$/BBL)	ADDITIONAL TRANS CHGS (\$/BBL)	OTHER CHGS (\$/BBL)	DELIVERED PRICE (\$/BBL)
1	PFL	INDIGO	TFL	07/22/2024		24,926								0.0000			111.5733
2	PFM	APEC	TBG	07/11/2024		11,433								0.0000			120.2163
3	PCC	APEC	TCC	07/31/2024		9,293								0.0000			111.1155

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MONTHLY REPORT OF COST AND QUALITY OF FUEL OIL FOR ELECTRIC PLANTS DETAIL OF INVOICE AND TRANSPORTATION CHARGES

FPSC FORM NO 423 - 1(a)

1. REPORTING MONTH : August YEAR 2024

2. REPORTING COMPANY : FLORIDA POWER LIGHT COMPANY

3. NAME, TITLE TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
SUBMITTED ON THIS FORM: EDWARD ANDERSON ,REGULATORY AFFAIRS,(561) 694 -4790

4. SIGNATURE OF OFFICIAL SUBMITTING REPORT: 

5. DATE COMPLETED: 10/09/2024

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)
LINE NO	PLANT	SUPPLIER	DELIVERY LOCATION	DELIVERY DATE	TYPE OIL	VOLUME (BBL)	INVOICE PRICE (\$/BBL)	INVOICE AMOUNT (\$)	DISCOUNT (\$)	NET AMOUNT (\$)	NET PRICE (\$/BBL)	QUALITY ADJUST (\$/BBL)	EFFECTIVE PUR PRICE (\$/BBL)	TRANSP TO TERM (\$/BBL)	ADDITIONAL TRANS CHGS (\$/BBL)	OTHER CHGS (\$/BBL)	DELIVERED PRICE (\$/BBL)
1	PCC	APEC	TCC	08/06/2024		3,038								0.0000			109.0054
2	PMR	TOC	TMR	08/14/2024	F03	1,938								0.0000			106.7508

EDITED COPY

Redacted

FPSC FORM NO 423 - 1(a)

1. REPORTING MONTH : September YEAR 2024

2. REPORTING COMPANY : FLORIDA POWER LIGHT COMPANY

MONTHLY REPORT OF COST AND QUALITY OF FUEL OIL FOR ELECTRIC PLANTS DETAIL OF INVOICE AND TRANSPORTATION CHARGES

3. NAME, TITLE TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
SUBMITTED ON THIS FORM: EDWARD ANDERSON, REGULATORY AFFAIRS, (561) 694 -4790

4. SIGNATURE OF OFFICIAL SUBMITTING REPORT: 

5. DATE COMPLETED: 10/09/2024

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)
LINE NO	PLANT	SUPPLIER	DELIVERY LOCATION	DELIVERY DATE	TYPE OIL	VOLUME (BBL)	INVOICE PRICE (\$/BBL)	INVOICE AMOUNT (\$)	DISCOUNT (\$)	NET AMOUNT (\$)	NET PRICE (\$/BBL)	QUALITY ADJUST (\$/BBL)	EFFECTIVE PUR PRICE (\$/BBL)	TRANSP TO TERM (\$/BBL)	ADDITIONAL TRANS CHGS (\$/BBL)	OTHER CHGS (\$/BBL)	DELIVERED PRICE (\$/BBL)
1	PFL	TOC	TFL	09/21/2024	F03	8,821							97.0436	0.0000			97.0436

EDITED COPY

Docket No. 20240001-EI

ATTACHMENT “C”

**JUSTIFICATION TABLE FOR FPL’s THIRD
QUARTER 2024 423 REPORTS**

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

Reporting Month: July 2024

Form 423-2(a)

Plant Names	Columns	Justification
Plant Scherer, line 1	(f)	The FOB Mine Price is the current contract price of coal purchased by FPL from each supplier. Disclosure of this information would enable suppliers to compare prices with their competitors which could lead to less competitive coal pricing in future bidding. Disclosure could also result in reduced ability for FPL to bargain for price concessions from individual suppliers. This information is confidential pursuant to section 366.093(3)(d)-(e), Florida Statutes.
Plant Scherer, line 1	(h)	The Original Invoice Price is the same as the FOB Price in column (f) except in cases when the supplier discloses its short haul and loading costs (column (g), if any, included in the contract price of coal. Disclosure of this information would therefore be detrimental for the same reasons as are articulated above in connection with the FOB Mine Price.
Plant Scherer, line 1	(j)	The Base Price is the same as the Original Invoice Price in column (h), since retroactive pricing adjustments (column (i)) are normally received, if at all, after the reporting month and are included on Form 423-C, if necessary. Disclosure of this information would therefore be detrimental for the same reasons as are articulated above in connection with the FOB Mine Price.
Plant Scherer, line 1	(l)	The Effective Purchase Price represents the Base Price in column (j) adjusted by the Quality Adjustments in column (k). Disclosure of this information would therefore be detrimental for the same reasons as are articulated above in connection with FOB Mine Price.

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

Form 423-2(b)

Plant Names	Columns	Justification
Plant Scherer, line 1	(g)	The Effective Purchase Price, as described in column (l) for form 423-2(a) above, is contract coal commodity price net of Quality Adjustments found in column (k) on form 423-2(a) and is confidential for the reasons previously stated.
Plant Scherer, line 1	(i)	The Rail Rate is the current rate that FPL pays to transport coal to its plants via rail. This information is considered confidential by FPL's rail transportation providers. Additionally, disclosure of this information would enable rail transport providers to compare rates with their competitors which, in turn, could lead to less competitive rail rates in future negotiations. Disclosure would also result in reduced ability for FPL to bargain for price concessions from individual providers. This information is confidential pursuant to section 366.093(3)(d), Florida Statutes.
Plant Scherer, line 1	(p)	The Total Transportation Charges represent the total cost reported as transportation charges. Disclosure of this information in conjunction with information disclosed in other columns of Form 423-2(b) could enable third parties to determine individual components of the Total Transportation Charge, such as Rail or River Barge Rates which are confidential for the reasons stated above.

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

Form 423-2

Plant Names	Columns	Justification
Plant Scherer, line 1	(g)	The Effective Purchase Price represents the contract coal commodity price net of Quality Adjustments found in column (k) on form 423-2(a). This information is considered confidential and competitively sensitive by FPL's coal suppliers. Additionally, disclosure of this information, in conjunction with the information disclosed under other columns in this filing, would enable coal suppliers to determine the prices being charged by their competitors. This, in turn, could lead to less competitive pricing and impact FPL's ability to bargain for price concessions with its coal suppliers. This information is confidential pursuant to section 366.093(3)(d)-(e), Florida Statutes.
Plant Scherer, lines 1	(h)	The Effective Transport Charges represent per ton transport charges incurred by FPL to transport coal to its plants. This information is considered confidential and competitively sensitive by FPL's transportation providers. Additionally, disclosure of FPL's Effective Transport Charges in conjunction with the Total FOB Plant Price in column (i) would enable disclosure of the Effective Purchase Price in column (g) by subtracting the Effective Transport Charges in column (h) from the Total FOB Plant Price in column (i). This information is confidential pursuant to section 366.093(3)(d)-(e), Florida Statutes.

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

Form 423-1(a)

Plant Names	Columns	Justification
Florida Power & Light Company, lines 1-3	(H)	<p>This information is contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat. The information delineates the price per barrel FPL has paid for fuel oil for specific shipments from specific suppliers. This information would allow suppliers to compare an individual supplier’s price with the market quote for that date of delivery and thereby determine the contract pricing formula between FPL and that supplier.</p> <p>Contract pricing formulas generally contain two components, which are: (1) a markup in the market quoted price for that day; and (2) a transportation charge for delivery at an FPL chosen port of delivery. Discounts and quality adjustment components of fuel price contract formulas are discussed in paragraphs 3 and 4. Disclosure of the invoice price would allow suppliers to determine the contract price formula of their competitors. The knowledge of others’ prices (<i>i.e.</i>, contract formulas) among fuel oil suppliers is reasonably likely to cause the suppliers to converge on a target price, or to follow a price leader, effectively eliminating any opportunity for a major buyer like FPL to obtain price concessions from any one supplier. The end result is reasonably likely to be increased fuel oil prices and therefore increased electric rates.</p>
Florida Power & Light Company, lines 1-3	(I, K, L)	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p>
Florida Power & Light Company, lines 1-3	(J)	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>If FPL fuel contracts provide for an early payment incentive in the form of a discount from the invoice price, the existence and amount of such discount is confidential for the reasons stated for Column H relative to price concessions.</p>

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

<p>Florida Power & Light Company, lines 1-3</p>	<p>(M)</p>	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>For fuel that does not meet contract requirements, FPL may reject the shipment, or accept the shipment and apply a quality adjustment. The amount of the quality adjustment is, in effect, a pricing term which is as important as the price itself and is therefore confidential for the reasons stated for Column H relative to price concessions.</p>
<p>Florida Power & Light Company, lines 1-3</p>	<p>(N)</p>	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>Column N is as important as H from a confidentiality standpoint because of the relatively few times that there are quality or discount adjustments. That is, Column N will equal Column H most of the time. Consequently, Column N needs to be protected for the same reasons as set forth for Column H.</p>
<p>Florida Power & Light Company, lines 1-3</p>	<p>(P, Q)</p>	<p>Column R is used to mask the delivered price of fuel such that the invoice or effective price of fuel cannot be determined. Columns P and Q are algebraic variables of Column R. Consequently, disclosure of Columns P and Q would allow a supplier to calculate the invoice or effective purchase price of oil (Columns H and N) by subtracting these columnar variables from Column R. Therefore, this information is confidential for the same grounds and reasons stated for Columns H and N.</p> <p>Terminaling and transportation services in Florida tend to have the same, if not more severe, oligopolistic attributes of fuel oil suppliers. Due to the small demand in Florida for both of these services, market entry is difficult. In instances in which FPL has attempted to determine the level of interest in bidding either or both of these services, FPL has found only a very few qualified parties with such an interest. Consequently, disclosure of these contract data is reasonably likely to result in increased prices for terminaling and transportation services. This information is</p>

ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

		<p>contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat.</p> <p>Petroleum inspection services also have the market characteristics of an oligopoly. Due to the limited number of fuel terminal operations, there are correspondingly few requirements for fuel inspection services. In FPL’s last bidding process for petroleum inspection services, only six qualified bidders were found for FPL’s bid solicitations. Consequently, disclosure of these contract data is reasonably likely to result in increased prices for petroleum inspection services. This information is contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat.</p>
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ATTACHMENT C
Docket No. 20240001-EI
Florida Power & Light Company

Reporting Month: August 2024

Form 423-1(a)

Plant Names	Columns	Justification
Florida Power & Light Company, lines 1-2	(H)	<p>This information is contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat. The information delineates the price per barrel FPL has paid for fuel oil for specific shipments from specific suppliers. This information would allow suppliers to compare an individual supplier’s price with the market quote for that date of delivery and thereby determine the contract pricing formula between FPL and that supplier.</p> <p>Contract pricing formulas generally contain two components, which are: (1) a markup in the market quoted price for that day; and (2) a transportation charge for delivery at an FPL chosen port of delivery. Discounts and quality adjustment components of fuel price contract formulas are discussed in paragraphs 3 and 4. Disclosure of the invoice price would allow suppliers to determine the contract price formula of their competitors. The knowledge of others’ prices (<i>i.e.</i>, contract formulas) among fuel oil suppliers is reasonably likely to cause the suppliers to converge on a target price, or to follow a price leader, effectively eliminating any opportunity for a major buyer like FPL to obtain price concessions from any one supplier. The end result is reasonably likely to be increased fuel oil prices and therefore increased electric rates.</p>
Florida Power & Light Company, lines 1-2	(I, K, L)	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p>
Florida Power & Light Company, lines 1-2	(J)	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>If FPL fuel contracts provide for an early payment incentive in the form of a discount from the invoice price, the existence and</p>

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		<p>amount of such discount is confidential for the reasons stated for Column H relative to price concessions.</p>
<p>Florida Power & Light Company, lines 1-2</p>	<p>(M)</p>	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>For fuel that does not meet contract requirements, FPL may reject the shipment, or accept the shipment and apply a quality adjustment. The amount of the quality adjustment is, in effect, a pricing term which is as important as the price itself and is therefore confidential for the reasons stated for Column H relative to price concessions.</p>
<p>Florida Power & Light Company, lines 1-2</p>	<p>(N)</p>	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>Column N is as important as H from a confidentiality standpoint because of the relatively few times that there are quality or discount adjustments. That is, Column N will equal Column H most of the time. Consequently, Column N needs to be protected for the same reasons as set forth for Column H.</p>

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<p>Florida Power & Light Company, lines 1-2</p>	<p>(P, Q)</p>	<p>Column R is used to mask the delivered price of fuel such that the invoice or effective price of fuel cannot be determined. Columns P and Q are algebraic variables of Column R. Consequently, disclosure of Columns P and Q would allow a supplier to calculate the invoice or effective purchase price of oil (Columns H and N) by subtracting these columnar variables from Column R. Therefore, this information is confidential for the same grounds and reasons stated for Columns H and N.</p> <p>Terminaling and transportation services in Florida tend to have the same, if not more severe, oligopolistic attributes of fuel oil suppliers. Due to the small demand in Florida for both of these services, market entry is difficult. In instances in which FPL has attempted to determine the level of interest in bidding either or both of these services, FPL has found only a very few qualified parties with such an interest. Consequently, disclosure of these contract data is reasonably likely to result in increased prices for terminaling and transportation services. This information is contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat.</p> <p>Petroleum inspection services also have the market characteristics of an oligopoly. Due to the limited number of fuel terminal operations, there are correspondingly few requirements for fuel inspection services. In FPL’s last bidding process for petroleum inspection services, only six qualified bidders were found for FPL’s bid solicitations. Consequently, disclosure of these contract data is reasonably likely to result in increased prices for petroleum inspection services. This information is contractual information which, if made public, “would impair the efforts of [FPL] to contract for goods or services on favorable terms.” Section 366.093(3)(d), Fla. Stat.</p>
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		<p>amount of such discount is confidential for the reasons stated for Column H relative to price concessions.</p>
<p>Florida Power & Light Company, line 1</p>	<p>(M)</p>	<p>The contract data found in Columns I through N are an algebraic function of Column H. That is, the publication of these Columns together, or independently, could allow a supplier to derive the invoice price of oil. Consequently, this information needs to be protected for the same reasons as set forth for Column H.</p> <p>For fuel that does not meet contract requirements, FPL may reject the shipment, or accept the shipment and apply a quality adjustment. The amount of the quality adjustment is, in effect, a pricing term which is as important as the price itself and is therefore confidential for the reasons stated for Column H relative to price concessions.</p>
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