

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 040001-EI Filed: September 9, 2004

FLORIDA POWER AND LIGHT COMPANY'S REQUEST FOR CONFIDENTIAL CLASSIFICATION OF POWER PURCHASE CONTRACT INFORMATION

Florida Power & Light Company ("FPL"), pursuant to Rule 25-22.006, F.A.C., and Section 366.093, Florida Statutes, requests confidential classification of certain information on pricing and other contractual terms contained in the contracts for the purchase of capacity and energy between Southern Company Services, Inc. and FPL from Scherer Unit 3, Harris Unit 1 and Franklin Unit 1 that are Documents TLH-1, TLH-2 and TLH-3, respectively, to the prepared testimony of Thomas Hartman (the "Power Purchase Contract Information"). In support of its Request, FPL states as follows:

1. FPL is filing Mr. Hartman's prepared testimony, including Documents TLH-1, TLH-2 and TLH-3 in this docket on September 9, 2004, contemporaneously with this Request.

The Request is intended to request confidential classification of the Power Purchase Contract Information consistent with Rule 25-22.006.

2. The following exhibits are included with this Request:

a. Exhibit A consists of a copy of Documents TLH-1, TLH-2 and TLH-3, in which all of the Power Purchase Contract Information has been highlighted. Exhibit A is submitted separately in a sealed folder marked "CONFIDENTIAL."

CMP COM CTR ECR 1 GCL 1 OPC MMS RCA SCR SEC 1 OTH 1 copy records

DOCUMENT NUMBER-DATE 09880 SEP-9 98 FPSC-COMMISSION CLERK

b. Composite Exhibit B consists of two copies of Documents TLH-1, TLH-2 and TLH-3 in which all of the Power Purchase Contract Information has been redacted.

c. Exhibit C is a table containing an identification of the Power Purchase Contract Information, together with references to the specific statutory basis for the claim of confidentiality and to the affidavit in support of the requested classification.

d. Exhibit D consists of the affidavit of Mr. Hartman, who is FPL's Director of Business Management for Resource Assessment and Planning. The affidavit attests to the asserted bases for confidential classification.

3. FPL seeks confidential protection for the Power Purchase Contract Information because it relates to bids and other contractual data, the disclosure of which would impair FPL's ability to contract for fuel and electric power on favorable terms, *see* § 366.093(3)(d), Fla. Stat (2003); and because it relates to competitive interests of FPL and the Southern Company, the disclosure of which would impair both of their competitive businesses, *see* § 366.093(3)(e), Fla. Stat. (2003).

4. FPL submits that the highlighted Power Purchase Contract Information is proprietary confidential business information within the meaning of Section 366.093(3). Pursuant to Section 366.093, such information is entitled to confidential treatment and is exempt from the disclosure provisions of the public records law.

5. The Power Purchase Contract Information in Exhibit A is intended to be and is treated by FPL as private, and its confidentiality has been maintained.


6. Upon a finding by the Commission that the Power Purchase Contract Information in Exhibit A 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 at least eighteen (18) months and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business.

WHEREFORE, FPL respectfully requests confidential classification of the Power Purchase Contract Information.

Respectfully submitted,

R. Wade Litchfield, Esq.
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Telephone: 561-691-7101

Steel Hector & Davis LLP
Attorneys for Florida Power & Light
Company
200 South Biscayne Boulevard
Suite 4000
Miami, Florida 33131-2398
Telephone: 305-577-2939

By: 
John T. Butler
Fla. Bar No. 283479

CERTIFICATE OF SERVICE
Docket No. 040001-EI

I certify that a copy of the foregoing Request for Confidential Classification of Power Purchase Contract Information (*) was served by hand delivery (**) or United States mail on this 9th day of September, 2004, to the following persons:

Adrienne E. Vining, Esq.(**)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Robert Vandiver, Esq.
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399

Lee L. Willis, Esq.
James D. Beasley, Esq.
Ausley & McMullen
Attorneys for Tampa Electric
P.O. Box 391
Tallahassee, Florida 32302

James A. McGee, Esq.
Progress Energy Florida, Inc.
P.O. Box 14042
St. Petersburg, Florida 33733

Joseph A. McGlothlin, Esq.
Vicki Gordon Kaufman, Esq.
McWhirter, Reeves, McGlothlin,
Davidson, et al.
Attorneys for FIPUG
117 South Gadsden Street
Tallahassee, Florida 32301

Norman H. Horton, Esq.
Floyd R. Self, Esq.
Messer, Caparello & Self
Attorneys for FPUC
215 South Monroe Street, Suite 701
Tallahassee, Florida 32302-0551

John W. McWhirter, Jr., Esq.
McWhirter, Reeves, McGlothlin,
Davidson, et al.
Attorneys for FIPUG
P.O. Box 3350
Tampa, Florida 33602

Jeffrey A. Stone, Esq.
Russell A. Badders, Esq.
Beggs & Lane
Attorneys for Gulf Power
P.O. Box 12950
Pensacola, Florida 32576-2950

By: Karel M. Debi for JTB
John T. Butler

* Due to their volume, the exhibits to the Request are not included with the service copies, but Exhibits B, C and D are available upon request.

Document No.	Description	No. of Pages	Conf Y/N	Line No./Col No.	Florida Statute 366.093(3) Subsection	Affiant
		51	Y	Lines 1-5		
		52	N			
		53	Y	Lines 3-4, 7-8		
		54	Y	Line 12		
		55	Y	Line 9, 14-20		
		56	Y	Line 9, 14-20		
		57-60	N			
		61	Y	Lines 16-22		
		62	Y	All		
		63	Y	Lines 1-4		
		64	Y	All		
		65	Y	All		
		66	Y	All		
		67	Y	All		
		68	Y	All		
		69	Y	All		
		80	Y	All		
		71	Y	All		
		72	Y	All		
		73-80	N			
		81	Y	Line 10		
		82	Y	Line 19-20		
		83-88	N			
TLH-1	Appendix A – Monthly Capacity Payment Calculation	2	Y	All	(d), (e)	T. Hartman
TLH-1	Appendix B - Energy Payment Calculation and Emissions Adjustment	5	Y	All	(d), (e)	T. Hartman
TLH-1	Appendix C – Calculation of Start Payment	1	Y	All	(d), (e)	T. Hartman
TLH-1	Appendix D – Scheduling Parameters	1	Y	All	(d), (e)	T. Hartman
TLH-1	Appendix E – Letter of Credit	3	Y	All	(d), (e)	T. Hartman
TLH-1	Appendix F – Guaranty Agreement	6	Y	All	(d), (e)	T. Hartman

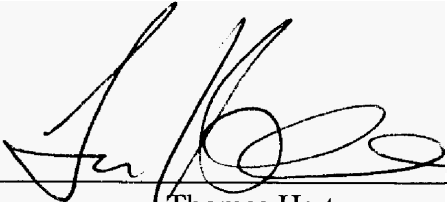
Document No.	Description	No. of Pages	Conf Y/N	Line No./Col No.	Florida Statute 366.093(3) Subsection	Affiant
		42-44 45 46 47-49 50 51 52 53-61 62 63 64 65 66 67 68 69-72 73 74 75 76-82 83 84-90 91 92 93 94-99	Y Y Y N Y Y Y N Y Y N Y Y Y Y Y N Y N Y N	All Lines 1-5, 13 Lines 2-11 Lines 10,11, 23 Lines 1-8 & 21 Lines 6, 11 Lines 21-22 Lines 1-5 Lines 3-4, 7-8 Line 12 Lines 8-9, 13-20 Lines 8-9, 13-20 Lines 14-21 All Lines 1-2, 22-23 All Lines 1-13 Lines 21-22 Lines 9-10		
TLH-2	Appendix A - Monthly Capacity Payment Calculations	3	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix B - Energy Payment Calculation	5	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix C - Calculation of Start Payment	2	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix D - Scheduling Parameters	1	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix E - Demonstration of Facility Generating Capability and Testing	1	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix F - Letter of Credit	3	Y	All	(d), (e)	T. Hartman

Document No.	Description	No. of Pages	Conf Y/N	Line No./Col No.	Florida Statute 366.093(3) Subsection	Affiant
TLH-2	Appendix G – Parent Guaranty	5	Y	All	(d), (e)	T. Hartman
TLH-2	Appendix H - Example Calculations	8	Y	All	(d), (e)	T. Hartman
TLH-3	Cover	1	N			
TLH-3	Table of Contents	i	Y	Lines 4.2, 5.5, 5.6, 5.13, 5.14	(d), (e)	T. Hartman
TLH-3	Table of Contents	ii	Y	Line 8.3	(d), (e)	T. Hartman
TLH-3	Table of Contents	iii	Y	Line 15.4	(d), (e)	T. Hartman
TLH-3	Table of Contents	iv	N			
TLH-3	Contract	1,2 3 4 5-8 9 10 11-16 17 18 19 20 21 22 23 24 25-28 29 30 31 32-33 34 35	N Y Y N Y Y N Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y N	Lines 16-17, 20-21 Lines 2-3, 7, 9 Lines 18-23 All Lines 15-18 Line 23 Line 5 Lines 6-8, 22-23 Lines 1-7 Lines 13-23 All Lines 13-23 All Lines 1-18 Lines 16-22 Lines 7-8, 10-11, 20-23 All Lines 1-11	(d), (e)	T. Hartman

Document No.	Description	No. of Pages	Conf Y/N	Line No./Col No.	Florida Statute 366.093(3) Subsection	Affiant
		36	Y	Lines 8, 16		
		37	N			
		38	Y	Lines 1-9, 12-13, 7, 23		
		39	Y	Line 1		
		40	Y	Lines 10-22		
		41	Y	Lines 1-2		
		42	N			
		43	Y	Lines 13-22		
		44-46	Y	All		
		47	Y	Line 8, 19-23		
		48	Y	Lines 17-23		
		49	Y	Lines 1-6		
		50-51	N			
		52	Y	Line 23		
		53	Y	Lines 1, 13-21		
		54	Y	Lines 11, 18, 23		
		55-64	N			
		65	Y	Lines 11-17		
		66	N			
		67	Y	Lines 15-16, 19-20		
		68	Y	Line 23		
		69	Y	Lines 19-20		
		70	Y	Lines 1-8, 19-20		
		71	Y	Lines 1-8		
		72-74	N			
		75	Y	Lines 20-23		
		76	Y	All		
		77	Y	Lines 1-7		
		78	Y	Lines 5-22		
		79-85	Y	All		
		86-93	N			
		94	Y	Line 10		
		95	Y	Lines 19-20		
		96-101	N			
TLH-3	Appendix A - Monthly Capacity payment Calculation	3	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix B - Energy Payment Calculation	3	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix C - Calculation of Start Payment	3	Y	All	(d), (e)	T. Hartman


Document No.	Description	No. of Pages	Conf Y/N	Line No./Col No.	Florida Statute 366.093(3) Subsection	Affiant
TLH-3	Appendix D - Scheduling Parameters	1	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix E - Demonstration of Facility Generating Capability and Testing	1	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix F – Letter of Credit	3	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix G – Parent Guaranty	5	Y	All	(d), (e)	T. Hartman
TLH-3	Appendix H - Example Calculations	8	Y	All	(d), (e)	T. Hartman

4. Affiant says nothing further.



Thomas Hartman

SWORN TO AND SUBSCRIBED before me this 3rd day of September, 2004, by Thomas Hartman, who is personally known to me or who has produced driver license (type of identification) as identification and who did take an oath.



Lois M. Crews
Notary Public, State of Florida

My Commission Expires:

