

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 050001-EI  
Filed: March 1, 2005

**FLORIDA POWER AND LIGHT COMPANY'S REQUEST FOR CONFIDENTIAL CLASSIFICATION OF SHORT TERM CAPACITY PAYMENT 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 short term capacity payments contained in Schedule A12 of Appendix II to the prepared testimony of FPL witness K.M. Dubin (the "Confidential Information"). In support of its Request, FPL states as follows:

1. This Request is intended to request confidential classification of the Confidential Information consistent with Rule 25-22.006.
2. The following exhibits are included with this Request:
  - a. Composite Exhibit A consists of a copy of Schedule A12, in which all of the Confidential Information has been highlighted. Exhibit A is submitted separately in a sealed folder marked "CONFIDENTIAL."
  - b. Composite Exhibit B consists of two copies of Schedule A12 in which all of the Confidential Information has been redacted.

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FPSC-COMMISSION CLERK

c. Exhibit C is a table containing an identification of the Confidential Information, together with references to the specific statutory bases for the claim of confidentiality and to the affidavits in support of the requested classification.

d. Exhibit D consists of the affidavit of Mr. Gerard Yupp, who is the Director of Wholesale Operations in FPL's Energy Marketing and Trading Division. The affidavit attests to the asserted bases for confidential classification of the Confidential Information.

3. FPL seeks confidential protection for the Confidential Information. That information is confidential because it relates to pricing for short-term capacity purchases, the disclosure of which would impair FPL's ability to contract for capacity on favorable terms, *see* § 366.093(3)(d), Fla. Stat; and because it relates to competitive interests of FPL and of suppliers from whom FPL purchases or has considered purchasing capacity, the disclosure of which would impair their competitive businesses, *see* § 366.093(3)(e), Fla. Stat..

4. FPL submits that the Confidential 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 Confidential Information 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 Confidential Information is proprietary confidential business information within the meaning of Section 366.093(3), pursuant

to Section 366.093(4) such information 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 Confidential Information contained in Schedule A12.

Respectfully submitted,

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By:     Karl M. Debi for JTB      
John T. Butler  
Fla. Bar No. 283479

**CERTIFICATE OF SERVICE**  
**Docket No. 050001-EI**

I certify that a copy of the foregoing Request for Confidential Classification of Short Term Capacity Payment Information was served by overnight delivery (\*) or United States mail on this 28th day of February, 2005, to the following persons:

Adrienne E. Vining, Esq. (\*)  
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By: Kevin M. Butler for JTB  
John T. Butler

## **EXHIBIT A**

**Confidential - Submitted separately**

## **EXHIBIT B**

1 **Florida Power & Light Company**  
 2 **Docket No. 050001-EI**  
 3 **SCHEDULE A12 (page 1 of 2)**  
 4  
 5

6		Capacity	Term		Contract
7	<b>Contract</b>	<b>MW</b>	<b>Start</b>	<b>End</b>	<b>Type</b>
8	Cedar Bay	250	1/25/1994	12/31/2024	QF
9	Indiantown	330	12/22/1995	12/1/2025	QF
10	Florida Crushed Stone	138	4/1/1992	10/31/2005	QF
11	Palm Beach Solid Waste Authority	43.5	4/1/1992	3/31/2010	QF
12	Broward North - 1987 Agreement	45	4/1/1992	12/31/2010	QF
13	Broward North - 1991 Agreement	11	1/1/1993	12/31/2026	QF
14	Broward South - 1987 Agreement	50.6	4/1/1991	8/1/2009	QF
15	Broward South - 1991 Agreement	3.5	1/1/1993	12/31/2026	QF
16	Bio-Energy	10	5/1/1998	1/1/2005	QF
17	Southern Co. - UPS	931	7/20/1988	5/31/2010	UPS
18	JEA - SJRPP	381	4/2/1982	9/30/2021	JEA

19  
 20 QF = Qualifying Facility  
 21 UPS= Unit Power Sales Agreement with Southern Company  
 22 JEA = SJRPP Purchased Power Agreements  
 23

24  
 25 **CAPACITY**  
 26

27	2004	January	February	March	April	May	June	July	August	September	October	November	December	Total
29	Cedar Bay	8,627,003	8,891,808	9,034,554	9,737,016	9,463,924	9,463,628	9,444,931	9,456,178	9,420,678	8,778,408	8,809,627	8,774,629	109,902,384
30	ICL	10,461,538	10,464,020	10,464,020	10,464,020	10,469,174	10,469,174	10,469,174	10,469,174	10,527,421	10,241,988	10,240,334	10,364,117	125,104,154
31	FCS	5,091,963	4,838,849	4,765,841	4,690,824	5,028,379	5,109,826	0	9,554,226	4,507,644	4,447,321	4,305,601	4,059,679	56,399,953
32	SWAPBC	1,556,647	1,477,695	1,477,695	1,477,695	1,557,735	1,557,735	1,557,735	1,557,735	1,557,735	1,557,735	1,557,735	1,557,735	18,451,612
33	BN-SOC	1,570,275	1,490,850	1,490,850	1,490,850	1,571,400	1,571,400	1,571,400	1,571,400	1,571,400	1,571,400	1,571,400	1,571,400	18,614,025
34	BN-NEG	267,850	267,850	267,850	264,319	263,777	263,107	261,883	260,198	258,494	262,951	261,913	267,850	3,168,042
35	BS-SOC	1,765,927	1,676,530	1,676,530	1,676,530	1,767,104	1,767,104	1,767,104	1,767,104	1,767,104	1,767,104	1,767,104	1,767,104	20,932,349
36	BS-NEG	85,225	85,225	85,225	85,225	85,225	85,225	85,225	85,225	85,225	85,225	85,225	85,225	1,022,700
37	Bioenergy	191,900	191,900	191,900	191,900	191,900	191,900	191,900	191,900	191,900	191,900	191,900	191,900	2,302,800
38		29,818,328	29,384,727	29,454,265	30,078,379	30,398,618	30,479,099	25,349,352	34,913,140	29,887,601	28,904,032	28,790,839	28,639,639	355,898,019
40	SoCo	9,618,127	10,678,732	8,750,108	8,585,490	8,967,503	9,199,378	9,334,065	8,042,546	9,098,421	8,942,440	9,020,715	9,320,414	109,557,939
42	SJRPP	7,653,758	6,036,338	6,858,159	6,927,106	6,883,155	6,811,177	6,875,087	6,352,387	6,449,441	5,436,051	4,987,710	5,067,717	76,138,087
44	Total	46,890,213	46,099,797	45,062,532	45,590,975	46,049,276	46,489,654	41,558,504	49,308,073	45,435,463	43,282,523	42,799,264	43,027,770	541,594,045



4  
 5 **CONFIDENTIAL**  
 6  
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 8  
 9

Contract	Counterparty	Identification	Contract Start Date	Contract End Date
1	Desoto County Generating Company, LLC - Progress Energy Ventures	Other Entity	June 1, 2002	May 31, 2007
2	Reliant Energy Services	Other Entity	April 1, 2002	February 28, 2007
3	Oleander Power Project L.P.	Other Entity	June 1, 2002	May 31, 2007
4	Progress Energy Florida, Inc. - 50 MW	Other Entity	April 1, 2001	December 31, 2004
5	Progress Energy Florida, Inc. - 150 MW	Other Entity	March 1, 2003	March 31, 2004
6	Progress Energy Florida, Inc. - 150 MW	Other Entity	April 1, 2004	May 31, 2005
7	Calpine Energy Services	Other Entity	June 1, 2004	April 30, 2005
8	Reliant Energy Services	Other Entity	June 1, 2004	September 30, 2004
9	Reliant Energy Services	Other Entity	June 1, 2004	September 30, 2004

20  
 21 **Capacity in MW**

	A	B	C	D	E	F	G	H	I	J	K	L	M
Contract	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	
1	364	364	354	305	305	305	305	305	305	305	305	361	361
2	469	469	469	468	468	468	468	468	468	468	468	468	468
3	154	154	154	154	154	157	157	157	157	157	157	157	157
4	50	50	50	50	50	50	50	50	50	50	50	50	50
5	150	150	150	-	-	-	-	-	-	-	-	-	-
6	-	-	-	150	150	150	150	150	150	150	150	150	150
7	-	-	-	-	-	150	150	150	150	150	150	150	150
8	-	-	-	-	-	52	52	52	52	-	-	-	-
9	-	-	-	-	-	158	158	158	158	-	-	-	-
Total	1,187	1,187	1,177	1,127	1,127	1,490	1,490	1,490	1,490	1,280	1,336	1,336	

34  
 35 **Capacity in Dollars**

	A	B	C	D	E	F	G	H	I	J	K	L	M
Contract	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	
1													
2													
3													
4													
5													
6													
7													
8													
9													
Total	1,156,400	6,156,400	3,873,860	3,794,640	7,013,850	16,298,212	16,419,450	16,418,010	9,953,730	4,162,737	4,535,937	6,808,185	

48  
 49 Total Short Term Capacity Payments for 2004 101,591,411 (1)

**EXHIBIT C**

**COMPANY:** Florida Power & Light Company  
**TITLE:** List of Confidential Exhibits  
**DOCKET NO.:** 050001-EI  
**DOCKET TITLE:** Levelized Fuel Cost Recovery and Capacity Cost Recovery  
**SUBJECT:** Schedule A12 – Short Term Capacity Payments  
**DATE:** March 1, 2005

<b>Page No.</b>	<b>Description</b>	<b>No. of Pages</b>	<b>Conf Y/N</b>	<b>Line No. Col. No.</b>	<b>Florida Statute 366.093(3) Subsection</b>	<b>Affiant</b>
Appendix II, Page 6	Schedule A12	1 of 2	N			
Appendix II, Page 7	Schedule A12	2 of 2	Y	Lines 38 - 46, Col B - M	(d), (e)	G. Yupp

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power ) DOCKET NO. 050001-EI
Cost Recovery Clause with Generating )
Performance Incentive Factor ) DATED: February 24, 2005

STATE OF FLORIDA )
) AFFIDAVIT OF GERARD YUPP
PALM BEACH COUNTY )

BEFORE ME, the undersigned authority, personally appeared Gerard Yupp who, being first duly sworn, deposes and says:

1. My name is Gerard Yupp. I am currently employed by Florida Power & Light Company ("FPL") as Director of Wholesale Operations in the Energy Marketing and Trading Division. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed the document and information for which I am listed as Affiant in Exhibit C and which is included in Exhibit A to FPL's Request for Confidential Classification of Short Term Capacity Payment Information. The document that I have reviewed and that FPL asserts in Exhibit C to be proprietary confidential business information, contains or constitutes supplier-specific information regarding contract prices. Disclosure of this information would impair the competitive interests of FPL and/or the supplier, as well as FPL's ability to contract on favorable terms. To the best of my knowledge, FPL has maintained the confidentiality of this information.

3. Consistent with the provisions of the Florida Administrative Code, such information should remain confidential for a period of eighteen (18) months. In addition, it should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Affiant says nothing further.

Handwritten signature of Gerard Yupp
Gerard Yupp

SWORN TO AND SUBSCRIBED before me this 24th day of February 2005, by Gerard Yupp, who is personally known to me or who has produced (type of identification) as identification and who did take an oath.

Handwritten signature of Judith N. Steffen
Notary Public, State of Florida
DD 297470

My Commission Expires: 03/08/08