

090007-EI
REDACTED

EXHIBIT B

COM _____
ECR 1
GCL _____
OPC _____
RCP _____
SSC _____
SGA _____
ADM _____
CLK _____

DOCUMENT NUMBER-DATE
03852 APR 24 8
FPSC-COMMISSION CLERK

Q.
Please provide a detailed list of the tools that FPL employs to mitigate all known risks to itself and its ratepayers to protect from financial losses as a party to the SunPower contract.

A.

1 [REDACTED]

2 [REDACTED]

3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]
11	[REDACTED]	[REDACTED]
12	[REDACTED]	[REDACTED]
13	[REDACTED]	[REDACTED]
14	[REDACTED]	[REDACTED]
15	[REDACTED]	[REDACTED]
16	[REDACTED]	[REDACTED]
17	[REDACTED]	[REDACTED]

DOCUMENT NUMBER-DATE

03852 APR 24 8

FPSC-COMMISSION CLERK

Q.

Please detail any buyout provisions within the SunPower contract to show the amounts that FPL or its ratepayers would be responsible for in the event of a SunPower bankruptcy, uneconomical generation technology obsolescence, or other unforeseen circumstance.

A.

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[Redacted]

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[Redacted]

17
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19

[Redacted]

Also see FPL's response to Staff's First Request for Production of Documents No. 3.

Q.
Referring to the terms and conditions of the letters of credit mentioned in the contract with SunPower Corporation, please explain:

- 1) The advantages FPL and its ratepayers obtained from the terms and conditions;
- 2) How the interests of the ratepayers will be protected; and
- 3) The justification for FPL negotiating the very small Required Stated Amounts as specified in No. 3 of the Appendix E Credit Trigger Event of the Contract.

A.

- 1 [REDACTED]
- 2 [REDACTED]
- 3 [REDACTED]
- 4 [REDACTED]
- 5 [REDACTED]
- 6 [REDACTED]
- 7 [REDACTED]
- 8 [REDACTED]
- 9 [REDACTED]
- 10 [REDACTED]
- 11 [REDACTED]
- 12 [REDACTED]
- 13 [REDACTED]
- 14 [REDACTED]

Q.
 Please refer to the terms and conditions of the warranty provisions in the SunPower contract. Please explain:

- 1) The advantages FPL and its ratepayers obtained from the terms and conditions;
- 2) How the interests of the ratepayers will be protected.

A.

1-413

[Redacted]

1987-10-10

[Redacted]

11	[Redacted]	[Redacted]
12	[Redacted]	[Redacted]
13	[Redacted]	[Redacted]
14	[Redacted]	[Redacted]
15	[Redacted]	[Redacted]
16	[Redacted]	[Redacted]
17	[Redacted]	[Redacted]
18	[Redacted]	[Redacted]
19	[Redacted]	[Redacted]
20	[Redacted]	[Redacted]
21	[Redacted]	[Redacted]

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]

EXHIBIT C

COMPANY: Florida Power & Light Company
TITLE: List of Confidential Exhibits
DOCKET NO.: 090007-EI
DOCKET TITLE: Environmental Cost Recovery Clause
SUBJECT: Staff's Second Set of Interrogatories
DATE: April 24, 2009

Interrogatories Nos.	Description	pages	Conf Y/N	Line No.	Florida Statute 366.093(3) Subsection	Affiant
30	Mitigation Strategy	1	Y	All	(d),(e)	William F. Brannen
31	Buyout Provisions	1	Y	1 thru 19	(d)	William F. Brannen
34	Terms and conditions of the letter credit - Sunpower	1	Y	All	(d)	William F. Brannen
35	Warranty Provisions- Sunpower contract	1 of 2	Y	All	(d)	William F. Brannen
35	Warranty Provisions- Sunpower contract	2 of 2	Y	All	(d)	William F. Brannen

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Environmental Cost)
Recovery Clause)

DOCKET NO. 090007-EI

STATE OF FLORIDA)
PALM BEACH COUNTY)

AFFIDAVIT OF WILLIAM F. BRANNEN

BEFORE ME, the undersigned authority, personally appeared William F. Brannen who, being first duly sworn deposes and says:

1. My name is William F. Brannen. I am currently employed by Florida Power & Light Company ("FPL") as Senior Director of Construction in the Project Engineering and Due Diligence Business Unit. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed the documents and information included in Exhibit A to FPL's Request for Confidential Classification. The information in Exhibit A which is asserted by FPL to be proprietary confidential business information contains information concerning bid or other contractual data, the disclosure of which would impair the efforts of FPL to contract for goods or services on favorable terms. Additionally, the information provided also relates to the competitive interests, the disclosure of which would impair the competitive business of FPL's counter-party. To the best of my knowledge, FPL has maintained the confidentiality of the information in Exhibit A which is asserted by FPL to be proprietary confidential business information.

3. Consistent with the provisions of the Florida Administrative Code, such information should remain confidential for the period of eighteen (18) months. In addition, the document containing the proprietary confidential business information 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 that information.

4. Affiant says nothing further.

William F. Brannen
William F. Brannen

SWORN TO AND SUBSCRIBED before me this 21 day of April, 2009 by William F. Brannen, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

Valerie A. Hnasko

