



William P. Cox
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Florida Power & Light Company
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CLERK

December 18, 2012

Ms. Ann Cole
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
Betty Easley Conference Center
2540 Shumard Oak Boulevard, Room 110
Tallahassee, FL 32399-0850

claim of confidentiality
 notice of intent
 request for confidentiality
 filed by OPC

For DN 08206-12, which
is in locked storage. You must be
authorized to view this DN.-CLK

**Re: Florida Power & Light Company's Request for Confidential Classification of
the attachments to its Petition for Approval of Negotiated Renewable Energy
Contracts with U.S. EcoGen Okeechobee, LLC, U.S. EcoGen Clay, LLC, and
U.S. EcoGen Martin, LLC**

Dear Ms. Cole:

Please find enclosed for filing an original copy of Florida Power & Light
Company's Request for Confidential Classification of its Petition for Approval of
Negotiated Renewable Energy Contracts with U.S. EcoGen Okeechobee, LLC, U.S.
EcoGen Clay, LLC, and U.S. EcoGen Martin, LLC. The contents of FPL's submittal
include:

- 1. FPL's Petition;
- 2. Exhibit A: Highlighted Copy of Confidential Information
- 3. Exhibit B: Redacted Copy of Confidential Information
- 4. Exhibit C: Written Identification of the Specific Confidential Data fields
- 5. Exhibit D: Affidavit of Thomas Hartman

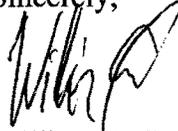
Thank you for your assistance. Please contact me should you or your staff have
any additional questions regarding this filing.

COM _____
AFD _____
APA _____
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IDM _____
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Ms. Cole
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'William P. Cox', written in a cursive style.

William P. Cox
Senior Attorney
Florida Bar No. 0093531

WPC/bag
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's
Petition for Approval of Negotiated Renewable
Energy Contracts with U.S.EcoGen
Okeechobee, LLC, U.S. EcoGen Clay, LLC,
and U.S. EcoGen Martin, LLC

December 18, 2012

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

Pursuant to Section 366.093, Florida Statutes (2011) ("Section 366.093"), and Rule 25-22.006, Florida Administrative Code (2011) ("Rule 25-22.006"), Florida Power & Light Company ("FPL") requests confidential classification of certain contractual information included in the attachments to its Petition for approval of negotiated power purchase agreement with U.S. EcoGen Okeechobee, LLC by FPL ("Petition"). In support of this request, FPL states the following:

1. Petitioner, FPL, is an investor owned utility subject to the jurisdiction of the Florida Public Service Commission under Chapter 366 of the Florida Statutes.
2. On December 18, 2012, FPL filed this request for confidential classification simultaneously with the Petition.
3. The following exhibits are included with and made a part of this request:
 - a. Exhibit A consists of a copy of the confidential contract documents, on which all information that is entitled to confidential treatment under Florida law has been highlighted.

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b. Exhibit B consists of a copy of the confidential contract documents, on which all information that is entitled to confidential treatment under Florida law has been redacted.

c. Exhibit C is a table that identifies the specific line, page or cell references to the confidential materials for which FPL seeks confidential treatment. The table also references the specific statutory bases for confidentiality and the affiant who supports the requested classification.

d. Exhibit D contains the affidavit of Thomas Hartman.

4. FPL submits that the highlighted information in Exhibit A is proprietary confidential business information within the meaning of Section 366.093(3). This information is intended to be and is treated by FPL as private, and its confidentiality has been maintained. Pursuant to Section 366.093, such information is entitled to confidential treatment and is 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.

5. As the affidavit included in Exhibit D indicates, certain materials provided by FPL contain contract terms and pricing negotiated between FPL and its wholesale power suppliers. Disclosing this confidential information would negatively impact FPL's ability to competitively negotiate contracts for the purchase of wholesale power. Such information is protected by Sections 366.093(3)(d) and 366.093(3)(e), Fla. Stat.

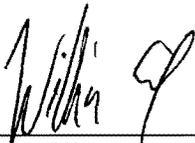
6. Upon a finding by the Commission that the information highlighted in Exhibit A, and referenced in Exhibit C, is proprietary confidential business information, the information

should not be declassified for a period of 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. *See* § 366.093(4), Fla. Stat. (2011).

WHEREFORE, for the above and foregoing reasons, as more fully set forth in the supporting materials and affidavits included herewith, Florida Power & Light Company respectfully requests that its Request for Confidential Classification be granted.

Respectfully submitted,

William P. Cox, Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: (561) 304-5662
Facsimile: (561) 691-7135
Email: Will.Cox@fpl.com

By: 

William P. Cox
Fla. Bar No. 0093531

Exhibit C

EXHIBIT C

COMPANY: Florida Power & Light Company

TITLE: List of Confidential Documents

DOCKET TITLE: Florida Power & Light Company's Petition for Approval of Negotiated Renewable Energy Contracts with U.S. EcoGen Okeechobee, LLC, U.S. EcoGen Clay, LLC, and U.S. EcoGen Martin, LLC

DATE: December 18 , 2012

Document	Page #	Line/ Column/ Description	366.093 (3) F.S.	Affiant
Purchase Agreement between US Ecogen Okeechobee, LLC and FPL	iii	Appendix 6 Title	e	Thomas L. Hartman
	3	Lines 21 - 23	e	Thomas L. Hartman
	4	Lines 3, 4	e	Thomas L. Hartman
	6	Lines 5 - 6	e	Thomas L. Hartman
	11	Line 25	e	Thomas L. Hartman
	12	Line 7	e	Thomas L. Hartman
	13	Line 40	e	Thomas L. Hartman
	14	Line 16	e	Thomas L. Hartman
	15	Line 39	e	Thomas L. Hartman
	16	Lines 4, 10	e	Thomas L. Hartman
	17	Lines 4, 16-17	e	Thomas L. Hartman
	18	Lines 12, 14, 27	e	Thomas L. Hartman
	19	Line 31	e	Thomas L. Hartman

	20	Lines 22, 24, 25, 26, 40	e	Thomas L. Hartman
	24	Lines 25, 29-30	e	Thomas L. Hartman
	26	Lines 3-4, 15-16, 24, 35-36	e	Thomas L. Hartman
	27	Lines 25-26	e	Thomas L. Hartman
	30	Line 45	e	Thomas L. Hartman
	33	Line 10	e	Thomas L. Hartman
	35	Lines 7, 8-9, 12, 15-16	e	Thomas L. Hartman
	36	Lines 40-41	e	Thomas L. Hartman
	37	Lines 9-10, 12-13	e	Thomas L. Hartman
	41	Line 41	e	Thomas L. Hartman
	42	Lines 3, 11-12	e	Thomas L. Hartman
	43	Lines 34-35	e	Thomas L. Hartman
	44	Lines 11-15, 16-31, 45-46	e	Thomas L. Hartman
	45	Lines 13-14, 16	e	Thomas L. Hartman
	Appendix 2-1	Lines 8-9, 13, 19, Max/Min Committed Capacity in MW (Table) Lines 39-42, 45-46, 48	e	Thomas L. Hartman

	Appendix 2-2	Line 1	e	Thomas L. Hartman
	Appendix 4-1	Lines 7, 9, 11, 15, 22, 23	e	Thomas L. Hartman
	Appendix 5-1	\$/MW figures (Table)	e	Thomas L. Hartman
	Appendix 5-2	Lines 15, 18	e	Thomas L. Hartman
	Appendix 6-1 through 6-12	All	e	Thomas L. Hartman
Purchase Agreement between US Ecogen Clay, LLC and FPL	iii	Appendix 6 Title	e	Thomas L. Hartman
	3	Lines 21 - 23	e	Thomas L. Hartman
	4	Lines 3, 4	e	Thomas L. Hartman
	6	Lines 5 - 6	e	Thomas L. Hartman
	11	Line 25	e	Thomas L. Hartman
	12	Line 7	e	Thomas L. Hartman
	13	Line 40	e	Thomas L. Hartman
	14	Line 16	e	Thomas L. Hartman
	15	Line 39	e	Thomas L. Hartman
	16	Lines 4, 10	e	Thomas L. Hartman
	17	Lines 4, 16-17	e	Thomas L. Hartman
	18	Lines 14, 16, 29	e	Thomas L. Hartman

	19	Line 34	e	Thomas L. Hartman
	20	Lines 24, 26, 27, 28, 42	e	Thomas L. Hartman
	24	Lines 25, 29- 30	e	Thomas L. Hartman
	26	Lines 3-4, 15- 16, 24, 35-36	e	Thomas L. Hartman
	27	Lines 25-26	e	Thomas L. Hartman
	30	Line 40	e	Thomas L. Hartman
	33	Line 8	e	Thomas L. Hartman
	35	Lines 5, 6-7, 10, 13-14	e	Thomas L. Hartman
	36	Lines 37 - 38	e	Thomas L. Hartman
	37	Lines 6-7, 9-10	e	Thomas L. Hartman
	41	Line 39	e	Thomas L. Hartman
	42	Line 3, 11-12	e	Thomas L. Hartman
	43	Line 34-35	e	Thomas L. Hartman
	44	Lines 11-15, 16-31, 45-46	e	Thomas L. Hartman
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		45-46, 47-48		
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	Appendix 5-2	Lines 15, 18	e	Thomas L. Hartman
	Appendix 6-1 through 6-12	All	e	Thomas L. Hartman
Purchase Agreement between US Ecogen Martin, LCC and FPL	iii	Appendix 6 Title	e	Thomas L. Hartman
	3	Lines 21 - 23	e	Thomas L. Hartman
	4	Lines 3, 4	e	Thomas L. Hartman
	6	Lines 5 - 6	e	Thomas L. Hartman
	11	Line 25	e	Thomas L. Hartman
	12	Line 7	e	Thomas L. Hartman
	13	Line 40	e	Thomas L. Hartman
	14	Line 16	e	Thomas L. Hartman
	15	Line 39	e	Thomas L. Hartman
	16	Lines 4, 10	e	Thomas L. Hartman
	17	Lines 4, 16-17	e	Thomas L. Hartman
	18	Lines 14, 16, 29	e	Thomas L. Hartman

	19	Line 34	e	Thomas L. Hartman
	20	Lines 24, 26, 27, 28, 42	e	Thomas L. Hartman
	24	Lines 25, 29- 30	e	Thomas L. Hartman
	26	Lines 3-4, 16- 17, 24, 35-36	e	Thomas L. Hartman
	27	Lines 25-26	e	Thomas L. Hartman
	30	Line 40	e	Thomas L. Hartman
	33	Line 8	e	Thomas L. Hartman
	35	Lines 5, 6-7, 10, 13-14	e	Thomas L. Hartman
	36	Lines 37 - 38	e	Thomas L. Hartman
	37	Lines 6-7, 9-10	e	Thomas L. Hartman
	41	Line 39	e	Thomas L. Hartman
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	Appendix 6-1 through 6-12	ALL	e	Thomas L. Hartman

Exhibit D

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's
Petition for Approval of Negotiated
Renewable Energy Contracts with
U.S.EcoGen Okeechobee, LLC, U.S. EcoGen
Clay, LLC, and U.S. EcoGen Martin, LLC

STATE OF FLORIDA)
PALM BEACH COUNTY)

AFFIDAVIT OF THOMAS HARTMAN

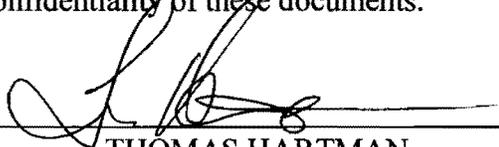
BEFORE ME, the undersigned authority, personally appeared Thomas Hartman who, being first duly sworn, deposes and says:

1. My name is Thomas Hartman. I am currently employed by FPL as Director of Business Development, Energy Marketing and Trading. My business address is 700 Universe Boulevard, Juno Beach, Florida, 33408. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C, and the documents which are included in Exhibit A to FPL's Request for Confidential Classification for which I am identified as the affiant. Such documents or materials that I have reviewed and which, in whole or in part, are asserted by FPL to be proprietary confidential business information, contain or constitute competitively sensitive information, the disclosure of which could impair the competitive business of the provider of the information. Specifically, the information contains contact terms and pricing negotiated between FPL and its wholesale power suppliers. Disclosing this confidential information would negatively impact FPL's ability to competitively negotiate contracts for the purchase of wholesale power. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

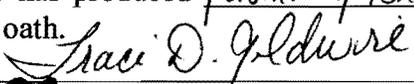
3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of not less than 18 months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Affiant says nothing further.



THOMAS HARTMAN

SWORN TO AND SUBSCRIBED before me this 14th day of December 2012, by Thomas Hartman, who is personally known to me or who has produced personally known (type of identification) as identification and who did take an oath.



Notary Public, State of Florida

My Commission Expires

