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October 14, 2024

**BY HAND DELIVERY**

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

**REDACTED**

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COMMISSION CLERK

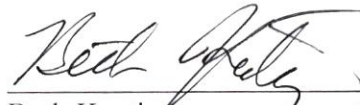
**Re: Docket No. 20240001-EI: Fuel and Purchased Power Cost Recovery Clause with  
Generating Performance Incentive Factor**

Dear Mr. Teitzman:

Attached for filing, please find the original and 7 copies of Florida Public Utilities Company's Request for Confidential Classification of certain information contained in its Response to Staff's First Request for Production of Documents (No. 1). Also included are one highlighted copy of the information and two redacted copies in accordance with Rule 25-22.006, F.A.C.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,



Beth Keating  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706

COM \_\_\_\_\_  
AFD 6 & 1 redacted  
APA \_\_\_\_\_  
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MEK  
cc:/(Certificate of Service)

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20240001-EI

DATED: October 14, 2024

### **FLORIDA PUBLIC UTILITIES COMPANY'S REQUEST FOR CONFIDENTIAL CLASSIFICATION FOR INFORMATION**

Florida Public Utilities Company ("FPUC" or "Company") by and through its undersigned counsel, pursuant to Section 366.093, Florida Statutes, and consistent with Rule 25-22.006(4), Florida Administrative Code, hereby submits its Request for Confidential Classification for information contained in documents provided in response to Staff's First Request for Production of Documents (No. 1), which have been submitted under separate cover today. The information for which the Company seeks confidential treatment is information that is similar to that which it sought confidential classification for in Docket No. 20170001-EI, but which was returned prior to issuance of an order,<sup>1</sup> as well as information the Commission has afforded confidential classification in prior cases, namely Order No. PSC-2009-0805-CFO-EI, issued December 3, 2009, in Docket No. 20090001-EI. In support thereof, FPUC hereby states:

1. The documents produced are the May 2024 All Requirements Power and Energy agreement with Florida Power & Light Company and the August 2024 First Amendment to that Agreement. The information included in each of these documents is treated by the Company and its supplier as competitively sensitive information and includes contractual information, the disclosure of which would impair FPUC's ability to negotiate favorable rates in the future, and thus be detrimental to the Company and its customers. Likewise, the executed agreement specifically contemplates at Section 17(q) that the pricing and

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<sup>1</sup> See Document No. 08022-2017.

certain terms of the agreement will be treated as proprietary confidential information in the manner of trade secrets under Florida law.

2. The information at issue is, as noted, considered proprietary confidential business information by FPUC, and has not otherwise been disclosed publicly. Disclosure of this information would publicly reveal information regarding negotiated contract terms that could also adversely impact the Company, violate the underlying agreement, and impair FPUC's ability to negotiate similar contracts in the future.
3. The information for which FPUC seeks confidential classification meets the definition of "proprietary confidential business information" as set forth in Section 366.093(3)(a) and (d), Florida Statutes, which provide:
  - (3) Proprietary confidential business information means information, regardless of form or characteristics, which is owned or controlled by the person or company, is intended to be and is treated by the person or company as private in that the disclosure of the information would cause harm to the ratepayers or the person's or company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public. Proprietary confidential business information includes, but is not limited to:
    - (a) Trade secrets.
    - (b) Internal auditing controls and reports of internal auditors.
    - (c) Security measures, systems, or procedures.
    - (d) Information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms.
    - (e) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.
    - (f) Employee personnel information unrelated to compensation, duties, qualifications, or responsibilities.
4. Specifically, FPUC seeks confidential classification for the highlighted information in the following (lines/pages) in the referenced documents:

Document	Page/Line/Location	Description	Rationale
<p>Native Load Firm All Requirements Power and Energy Agreement between Florida Public Utilities Company and Florida Power &amp; Light Company (Bates Numbers: FPUC 01-000001 through 000028) (“Agreement”)</p>	<p><u>Page 2</u> (Bates Number FPUC 01-000002), the highlighted information in numbered paragraph 5 a), line 2, and numbered paragraph 5 b), lines 1-5;  <u>Page 3</u> (Bates Number FPUC 01-000003), highlighted information in numbered paragraphs 7 c), 7 c) i), and 7 d), all lines;  <u>Page 4</u> (Bates Number FPUC 01-000004) in the continuation of numbered paragraph 7 d) all remaining lines, and in numbered paragraph 7 e) iv) the entire line;  <u>Page 7</u> (Bate Number FPUC 01-00007) in numbered paragraph 11 a) and 11 b), all lines for each subparagraph;  <u>Page 17</u> (Bates Number FPUC 01-00017), line “s)”, the entire line;  <u>Page 18</u> (Bates Number FPUC 01-000018), line jj), the entire line;  <u>Page 20</u> (Bates Number FPUC 01-000020) Appendix A, all lines under the columns titled “Year” and “IBSMCQ” for</p>	<p>Rates, terms, and conditions of negotiated full requirements power supply agreement.</p>	<p>Highlighted information includes specific contractual information. The disclosure of this information would impair the Company’s ability to contract for goods and services with other providers, and would violate the confidentiality provisions in the contract itself. The information is treated by FPUC and FPL as confidential and has otherwise not been publicly disclosed. (Section 366.093(a) and (d))</p>

Document	Page/Line/Location	Description	Rationale
"Agreement", cont.	<p>the chart;  <u>Page 21</u> (Bates Number FPUC 01-000021) all lines in the columns titled "Year" and "IBSDC" for the chart;  <u>Page 22</u> (Bates Number FPUC 01-000022) all lines in the columns titled "Year" and "LFSDC" for the chart;  <u>Page 23</u> (Bates Number FPUC 01-000023) all lines in the columns titled "Year" and "IBSNFEP" in the chart at the bottom of the page;  <u>Page 24</u> (Bates Number FPUC 01-000024) all lines in the columns titled "Year" and "LFSNFEP" of the chart;  <u>Page 25</u> (Bates Number FPUC 01-000025) the information in line next to "IBSGHR" and the information in the line next to "IBSGI";  <u>Page 26</u> (Bates Number FPUC 01-000026), all information in the line next to "LFSGHR" and all information in the lines associated</p>		

Document	Page/Line/Location	Description	Rationale
"Agreement" cont.	with "LFSGI"; Page 27 (Bates Number FPUC 01-00027) Appendix D, the information highlighted identifying the "Monthly Customer Charge"; and Page 28 (Bates Number FPUC 01-00028) Appendix E, the information in the "Energy Adjustment" chart in each column and the information in the "Capacity Adjustment" chart in each of the identified columns.		
First Amendment to Native Load Firm All Requirements Power and Energy Agreement between Florida Public Utilities Company and Florida Power & Light Company (Bates Numbers: FPUC 01-000029 through 000030)	Page 1 (Bates Number FPUC 01-000029), all information in the chart in the columns titled "Year" and "LFSNFEP".	Amended rates for certain specified service under negotiated full requirements power supply agreement.	Highlighted information includes specific contractual information. The disclosure of this information would impair the Company's ability to contract for goods and services with other providers, and would violate the confidentiality provisions in the contract itself. The information is treated by FPUC and FPL as confidential and has otherwise not been publicly



<b>Document</b>	<b>Page/Line/Location</b>	<b>Description</b>	<b>Rationale</b>
			disclosed. (Section 366.093(a) and (d))

5. The information at issue falls squarely under Section 366.093(3)(d), Florida Statutes. Release of the referenced information as a public record would harm FPUC's business operations and ratepayers by impairing the Company's ability to effectively negotiate for goods and services. As such, FPUC requests that the Commission afford this information confidential treatment and thus exempt from Section 119.07, Florida Statutes.

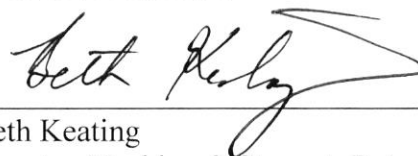
6. Included with this Request is a highlighted copy of the referenced documents. Also enclosed are two redacted copies of the information.

7. FPUC asks that confidential classification be granted for a period of at least 18 months. Should the Commission no longer find that it needs to retain the information, FPUC respectfully requests that the confidential information be returned to the Company.

WHEREFORE, FPUC respectfully requests that:

- 1) the highlighted portions of the documents submitted in response to Staff's First Request for Production of Documents (No. 1)(Bates Numbers: FPUC 01-000001 through FPU 01-000030) be classified as "proprietary confidential business information," and thus, exempt from Section 119.07, Florida Statutes; and
- 2) confidential classification be granted for a period of at least 18 months from the issuance of the Commission's Order.

RESPECTFULLY SUBMITTED this 14th day of October, 2024.

A handwritten signature in cursive script, appearing to read "Beth Keating", written over a horizontal line.

Beth Keating  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706



**CERTIFICATE OF SERVICE**

I HEREBY ATTEST that a true and correct copy of the foregoing Request for Confidentiality has been served upon the following by Electronic Mail (redacted only) this 14th day of October, 2024:

Suzanne Brownless Ryan Sandy Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 <a href="mailto:sbrownle@psc.state.fl.us">sbrownle@psc.state.fl.us</a> <a href="mailto:rsandy@psc.state.fl.us">rsandy@psc.state.fl.us</a> <a href="mailto:discovery-gcl@psc.state.fl.us">discovery-gcl@psc.state.fl.us</a>	J. Jeffrey Wahlen/Malcolm Means/Virginia Ponder Ausley Law Firm Post Office Box 391 Tallahassee, FL 32302 <a href="mailto:jwahlen@ausley.com">jwahlen@ausley.com</a> <a href="mailto:mmeans@ausley.com">mmeans@ausley.com</a> <a href="mailto:vponder@ausley.com">vponder@ausley.com</a>
P. Christensen / Charles Rehwinkel/Mary Wessling Office of Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 <a href="mailto:Wessling.Mary@leg.state.fl.us">Wessling.Mary@leg.state.fl.us</a> <a href="mailto:Rehwinkel.Charles@leg.state.fl.us">Rehwinkel.Charles@leg.state.fl.us</a> <a href="mailto:Christensen.patty@leg.state.fl.us">Christensen.patty@leg.state.fl.us</a>	James W. Brew/Laura Baker Stone Matheis Xenopoulos & Brew, PC Eighth Floor, West Tower 1025 Thomas Jefferson Street, NW Washington, DC 20007 <a href="mailto:jbrew@smxblaw.com">jbrew@smxblaw.com</a> <a href="mailto:lwb@smxblaw.com">lwb@smxblaw.com</a>
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Ms. Paula K. Brown Tampa Electric Company Regulatory Affairs P.O. Box 111 Tampa, FL 33601-0111 <a href="mailto:Regdept@tecoenergy.com">Regdept@tecoenergy.com</a>	Florida Industrial Users Power Group Jon C. Moyle, Jr. Moyle Law Firm 118 North Gadsden Street Tallahassee, FL 32301 <a href="mailto:jmoyle@moylelaw.com">jmoyle@moylelaw.com</a>

<p>Mike Cassel Florida Public Utilities Company 208 Wildlight Ave. Yulee, FL 32097 <a href="mailto:mcassel@fpuc.com">mcassel@fpuc.com</a></p> <p>Michelle Napier 1635 Meathe Drive West Palm Beach, Florida 33411 <a href="mailto:Michelle.Napier@fpuc.com">Michelle.Napier@fpuc.com</a></p>	<p>Matthew Bernier Robert Pickels Stephanie Cuello Duke Energy 106 East College Avenue, Suite 800 Tallahassee, FL 32301 <a href="mailto:Matthew.Bernier@duke-energy.com">Matthew.Bernier@duke-energy.com</a> <a href="mailto:Robert.Pickels@duke-energy.com">Robert.Pickels@duke-energy.com</a> <a href="mailto:Stephanie.Cuello@duke-energy.com">Stephanie.Cuello@duke-energy.com</a></p>
<p>Robert Scheffel "Schef" Wright Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry &amp; Harper, P.A. 1300 Thomaswood Drive Tallahassee, Florida 32308</p>	<p>Dianne M. Triplett Duke Energy 299 First Avenue North St. Petersburg, FL 33701 <a href="mailto:Dianne.Triplett@duke-energy.com">Dianne.Triplett@duke-energy.com</a></p>
<p>William C. Garner, Esq. Law Office of William C. Garner, PLLC 3425 Bannerman Road Unit 105, No. 414 Tallahassee, FL. 32312 <a href="mailto:bgarner@wcglawoffice.com">bgarner@wcglawoffice.com</a></p>	<p>P. J. Mattheis/M. K. Lavanga/J. R. Briscar 1025 Thomas Jefferson St. NW, Suite 800 West Washington DC 20007 (202) 342-0800 (202) 342-0807 <a href="mailto:jrb@smxblaw.com">jrb@smxblaw.com</a> <a href="mailto:mkl@smxblaw.com">mkl@smxblaw.com</a> <a href="mailto:pjm@smxblaw.com">pjm@smxblaw.com</a></p>

By:

  
Beth Keating, Esq.  
Gunster, Yoakley & Stewart, P.A.  
215 S. Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706

*Attorneys for Florida Public Utilities  
Company*

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

- 1) **Seller's Operating Representative:** Vice President, Energy Marketing and Trading or his/her designee
- 2) **Buyer's Operating Representative:** Director, Business Development & Generation or his/her designee
- 3) **Transaction Date:** May 13, 2024
- 4) **Point(s) of Delivery:** Delivered to the FPL Transmission System or any successor transmission system.
- 5) **Delivery Period:**
  - a) Beginning Hour Ending 0100 0100 Eastern Prevailing Time ("EPT") on July 1, 2024 to Hour Ending 2400 EPT on December 31, [REDACTED] including weekends and NERC Holidays, unless sooner terminated as permitted in this Agreement; provided, however, Seller shall have no obligation to provide, or Buyer to purchase, Power and Energy unless and until the conditions precedent set forth in Section 10 have been satisfied or waived. Seller will make the Power and Energy available to Buyer all hours of every day during the Delivery Period. Prior to the commencement of the Delivery Period, Seller shall have no obligation to provide, and Buyer shall have no obligation to purchase, Power and Energy under this Agreement. Nothing in this Agreement is to be construed as extending the time permitted to raise Disputes or as extending the period of time for providing Power and Energy. At the end of the Delivery Period, each Party's obligations to the other Party under this Agreement except those obligations that, pursuant to this Agreement or by their express terms survive the end of the Delivery Period, shall automatically terminate, and each Party expressly waives any and all rights to raise in any forum a claim that the other Party must provide or purchase any level or amount of Power and Energy hereunder on any basis.
  - b) [REDACTED]
  - c) For the avoidance of doubt, if any of the conditions precedent set forth in Section 10 have not been satisfied or waived by June 14, 2024, then this Agreement shall not become effective and the FPUC NE PPA and the FPUC NW PPA will each remain in effect. In such case, the Parties agree to work together in good faith to resolve the issue(s) that prevented any of the conditions precedent set forth in Section 10 from being satisfied and, if applicable, to extend the dates for satisfaction of the conditions precedent such that this Agreement will become effective upon a future date mutually agreed to between the Parties.
- 6) **Power and Energy:** Seller may furnish Power and Energy from any available Electric Resources it chooses for sale to the Buyer. Seller will have no obligation under this

Agreement to plan its system or modify its facilities in order to provide or maintain the Power and Energy provider hereunder.

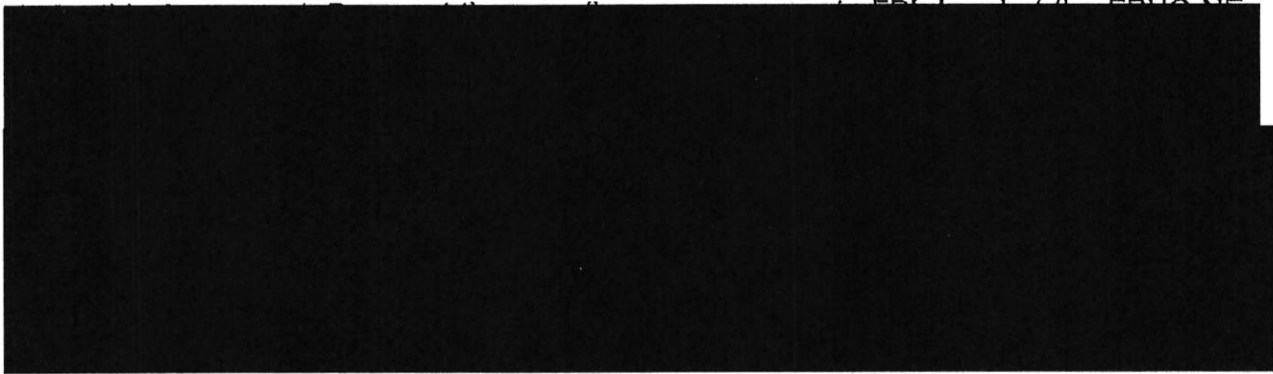
**7) Quantity of Power and Energy:**

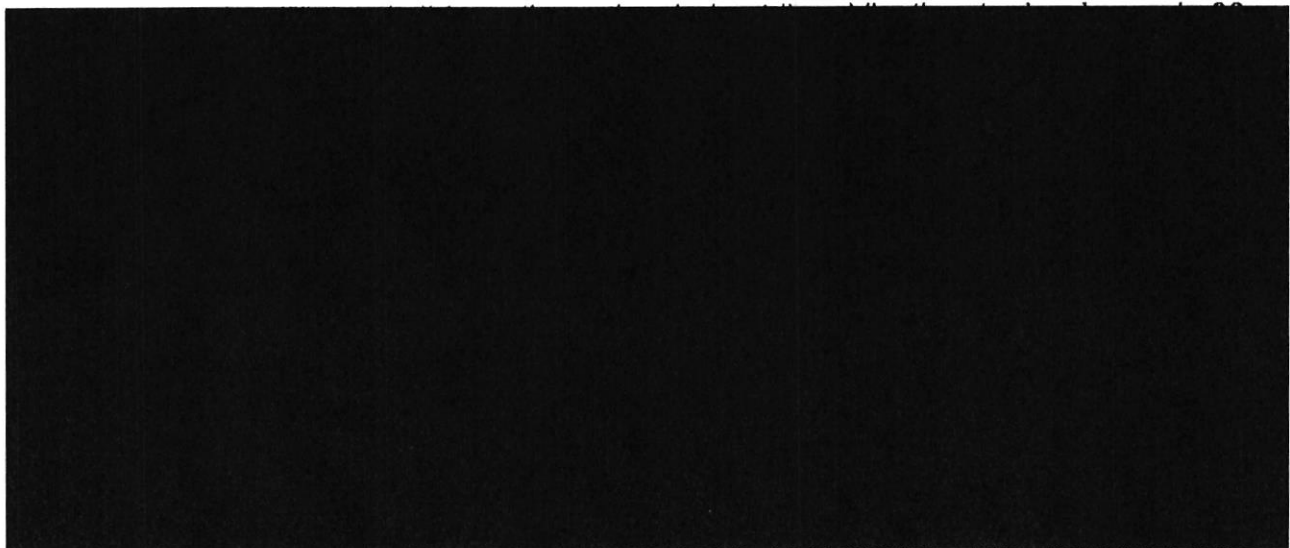
a) From July 1, 2024 to December 31, 2032, and subject to Force Majeure, Seller shall supply and Buyer shall receive and pay for the All Requirements Service, to serve Buyer's Retail Load plus any losses between the Point(s) of Delivery and the FPUC Interconnection Points with a firmness equivalent to Seller's Native Load customers net of the following as further defined in Sections 7(c), 7(d) and 7(e):

- i) FPUC Excess Energy
- ii) PV Solar Generation
- iii) Seller-Supplied Generation

b) Buyer's Retail Load shall be served from the following components:


- i) Intermediate Block Service with the quantities and characteristics specified in Appendix A, B and C.
- ii) Load Following Service with the quantities and characteristics specified in Appendix A, B and C.

c) 

d) 






- e) Buyer and Seller acknowledge that a portion of Buyer's Retail Load may be served by the following generation:
  - i) West-Rock QF Generation
  - ii) Rayonier Advance Materials QF Generation
  - iii) Eight Flags Energy, LLC QF Generation
  - iv) 

**8) Transmission Service & Scheduling:**

- a) The Point(s) of Delivery for the Power and Energy shall be at those FPL Transmission System interconnection(s) designated by Seller. Seller shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy to the Point(s) of Delivery and for the costs associated with such transmission service(s) to the Point(s) of Delivery. Buyer shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy from the Point(s) of Delivery and for the costs associated with such transmission service(s) from the Point(s) of Delivery; (iii) transmission service through the Transmission Provider must be obtained in accordance with the applicable Open Access Transmission Tariff on file with the FERC. Power and Energy shall be scheduled in accordance with the Transmission Provider's scheduling procedures. Any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions to such Point(s) of Delivery shall be the sole responsibility of Seller, and any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions from such Point(s) Of Delivery shall be the sole responsibility of the Buyer.
- b) Buyer recognizes that the Transmission Provider(s) may curtail transmission service and that upon notification of such a requirement to curtail, Buyer and Seller shall be obligated to do so, and if Buyer fails to institute the required curtailment, the Transmission Provider(s) will be entitled to limit deliveries during the period any shortage of capacity and/or energy exists. In no event shall Seller be liable under this Agreement for any shortage of capacity, energy or any element of Power and Energy to the extent resulting from the transmission and/or distribution of Power and Energy, capacity and/or energy or any acts or omissions of Seller in its capacity as a Transmission Provider. There shall be no proration in Buyer's payment or performance obligations under this Agreement as a result of curtailments, interruptions, or reductions of transmission service or Ancillary Services at and from the FPUC Interconnection Point(s), whether as a result of Force Majeure or otherwise.
- c) In the event the Transmission Provider(s) curtail transmission service and provide notification of a requirement to curtail which limits deliveries to Buyer in a manner that impacts Buyer's ability to serve its Retail Load, Buyer will be entitled to replace any shortage of Capacity and/or Energy from a third party or behind-the-meter generation.

need by either Party to take any further action, shall have no further force and effect and Seller and Buyer expressly waive any and all rights to raise in any forum a claim that the other Party must provide or purchase Power and Energy hereunder on any basis.

11) **Term Reduction Rights:** Buyer shall have the following rights to reduce the Delivery Period under this Agreement:

a) 

b) 

12) **Performance Security:**

a) Financial Information. Buyer shall deliver to Seller each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year with respect to Buyer or Buyer's parent company. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles. Buyer shall diligently pursue the preparation, certification and delivery of the statements. Such statements shall be delivered to the Seller when available. Buyer's books, records and accounts shall be open to inspection, audit and reproduction, during normal working hours by Seller or its authorized representative on three (3) Business Days prior notice.

b) Credit Assurances of Buyer.


i) If Seller has reasonable grounds for insecurity regarding the performance of any obligation under this Agreement (whether or not then due) by Buyer (including, without limitation, the occurrence of a material change in the creditworthiness of Buyer), Seller may demand Adequate Assurance of Performance. A Buyer Event of Default under Section 13 of this Agreement includes Buyer's failure to give Adequate Assurance of Performance to Seller within 48 hours but at least one Business Day of receipt of a written request by the other party. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

action, order of any civil or military authority (either de facto or de jure and including orders of governmental and administrative agencies which conflict with the terms of this Agreement), acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of generating units or transmission facilities.

- q) "FPL" means Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida.
- r) "FPUC" means Florida Public Utilities Company, a corporation organized and existing under the laws of the State of Florida.
- s) [REDACTED]
- t) "FPUC Interconnection Point(s)" means the FPUC NE (138 KV lines at the center line of Nassauville Road or as amended in the transmission agreement) and FPUC NW (12 KV metering buss at the six substation delivery points or as amended in the transmission agreement) interconnection points on the FPL Transmission System or its successor.
- u) "Governmental Authority" means any national, state, regional or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, executive, legislative, administrative, public or statutory instrumentality, authority, body, agency, department, bureau or entity or any arbitrator with authority to bind a Party at law.
- v) "HE" means "hour ending."
- w) "Intermediate Block Service" means the Power and Energy delivered to Buyer from Seller with the quantity and pricing terms as set forth in Appendix A, B and C.
- x) "Investment Grade Credit Rating" means Buyer has a current and continuous Credit Rating from each of S&P and Moody's equal to or higher than "BBB-" (with a neutral/stable or higher outlook) by S&P (or its equivalent under any successor rating category of S&P) and/or "Baa3" (with a neutral/stable or higher outlook) by Moody's (or its equivalent under any successor rating category of Moody's). In determining whether Buyer has an Investment Grade Rating, if Buyer has a Credit Rating from both S&P and Moody's, Buyer's Credit Rating shall be an Investment Grade Credit Rating only if the above minimum ratings requirements are satisfied with respect to both S&P and Moody's.
- y) "Load Following Service" means the Power and Energy delivered to Buyer from Seller with the quantity and pricing terms as set forth in Appendix A, B, and C.
- z) "Monthly Capacity Payment" or "MCP" means monthly payments calculated in accordance with Appendix A.
- aa) "Monthly Customer Charge" means monthly payments calculated in accordance with Appendix D.
- bb) "Monthly Energy Fuel Payment" or "MEP" means monthly payments calculated in accordance with Appendix C.
- cc) "Monthly Energy Non-Fuel Payment" or "MENFP" means monthly payments calculated in accordance with Appendix B.
- dd) "Native Load" means the demand imposed on Seller by the requirements of retail customers located within a franchised service territory of Seller that Seller has a statutory



obligation to serve and wholesale customers with whom Seller has contracted to supply service with a firmness of Native Load.

- ee) "OATT" means the Transmission Provider'(s) Open Access Transmission Tariff on file at FERC, as amended from time to time.
- ff) "Parties" means the Parties to this Agreement.
- gg) "Point(s) of Delivery" means the location at which Power and Energy is first delivered to the FPL Transmission System from Electric Resources on Seller's System that are interconnected with the Seller's Transmission System or, in the case of purchased power, from points of interconnection between Seller's Transmission System and other transmission systems.
- hh) "Power and Energy" means the product Seller sells and delivers and Buyer pays and receives, consisting of Capacity and associated Energy.
- ii) "Prudent Utility Practice" means any of the practices, methods and acts in which a significant portion of the electric utility industry engages or of which it approves during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.
- jj) 
- kk) "Seller's System" means, during the Delivery Period, (i) the Electric Resources as such may change from time to time during the Delivery Period, (ii) capacity and energy purchases by Seller pursuant to power purchase contracts and (iii) to the extent of the sale of electric power to Seller therefrom, all generating plants of co-generators, qualifying facilities, and independent power producers that are not owned by Seller but that produce electric power and sell it to Seller.
- ll) "Settlement Amount" means, with respect to this Agreement and a Party, an amount that such Party determines in good faith and in a commercially reasonable manner to be the present value of the Economic Loss to it (net of any gains) resulting from termination of this Agreement including costs associated, or that would be included, with entering into new arrangements which replace this Agreement and losses (net of any gains) related to terminating or liquidating any hedges or related trading positions, provided that (i) in no event will internal costs, other than reasonable attorney's fees, be included in the calculation of any Settlement Amount; and (ii) the non-defaulting party shall not be required to enter into any offsetting or otherwise mitigating transactions solely for the purpose of establishing such losses or gains. Economic Loss shall (i) mean in the case of the Buyer an amount not to exceed the difference between the payments to be made under this Agreement and the cost of replacement power and energy equivalent to the Power and Energy provided under this Agreement for the balance of the Delivery Period; and (ii) in the case of the Seller, shall in any event include charges under Appendices A, B and D (but not Appendix C fuel costs) associated with sales to be made under this Agreement until such time as the earlier of the end of the Delivery Period or FPSC allows recovery of such costs from Seller's retail customers.

APPENDIX A

**MONTHLY CAPACITY QUANTITY AND PAYMENT CALCULATION**

**Intermediate Block Service** The Intermediate Block Service shall be dispatched first by Seller to supply Power and Energy to meet Buyer's Retail Load up to the Intermediate Block Service Monthly Capacity Quantity (IBSMCQ) shown below.

Year	IBSMCQ (MW)

The Intermediate Block Service Monthly Capacity Payment (IBSMCP) shall be as follows:

Payment for each Monthly Billing Period shall be determined according to the following formula:

$$IBSMCP = IBSMCQ * IBSDC$$

Where:

- IBSMCP – Intermediate Block Service Monthly Capacity Payment, expressed in dollars, for the Monthly Billing Period;
- IBSMCQ – Intermediate Block Service Monthly Capacity Quantity as shown in the table above and expressed in kW for the calculation;
- IBSDC – Intermediate Block Service Demand Charge, expressed in \$/kW-Month as shown in the table below;

Year	IBSDC (\$/kW-Month)

**Load Following Service**

The Load Following Service shall be dispatched by Seller to supply Power and Energy to meet Buyer's Retail Load above the Intermediate Block Service Monthly Capacity Quantity.

The Load Following Service Monthly Capacity Payment (LFSMCP) for each Monthly Billing Period shall be determined according to the following formula:

$$LFSMCP = LFSDQ * LFSDC$$

Where:

LFSMCP – Load Following Service Monthly Capacity Payment, expressed in dollars, for the Monthly Billing Period;

LFSDQ – Load Following Service Demand Quantity, expressed in kW and shall be an amount for the applicable billing period equal to the sum of the single highest 60-minute kW demand as measured at the FPUC Interconnection Point(s) during the same 60-minute period and grossed up for FPL transmission losses (expressed in kW) at and from where Power and Energy is first delivered to the Point(s) of Delivery based on the demand loss factors for FPL Transmission Systems delivery points less the Intermediate Block Service Monthly Capacity.

LFSDC – Load Following Service Demand Charge, expressed in \$/kW-Month as shown in the tables below;

Year	LFSDC (\$/kW-Month)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



**APPENDIX B**

**MONTHLY ENERGY NON-FUEL PAYMENT (MENFP) CALCULATION**

**Intermediate Block Service**

The Intermediate Block Service Monthly Energy Non-Fuel Payment (IBSMENFP) for each Monthly Billing Period shall be determined according to the following formula:

$$IBSMENFP = IBSED * IBSNFEP$$

Where:

**IBSMENFP** – Intermediate Block Service Monthly Energy Non-Fuel Payment, expressed in dollars, for the Monthly Billing Period;

**IBSED** – the hourly Intermediate Block Service Energy Delivered, expressed in kWh, shall be the total Energy, as measured during the applicable billing period, at the FPUC Interconnection Point(s) and grossed up for losses (expressed in kWh) at and from where Energy is first delivered to the Point(s) of Delivery based on the demand loss factors for the FPL Transmission System's delivery points on the FPL Transmission System. The amount of energy in any hour of the applicable billing period shall not exceed the IBSMCQ for that month.

**IBSNFEP** – Intermediate Block Service Non-Fuel Energy Price shown in the table below.

<b>Year</b>	<b>IBSNFEP (\$/kWh)</b>



**APPENDIX C**  
**MONTHLY ENERGY FUEL PAYMENT (MEFP) CALCULATION**

**Intermediate Block Service**

The Intermediate Block Service Monthly Energy Fuel Payment (IBSMEFP) for each Monthly Billing Period during such period shall be determined according to the following formula:

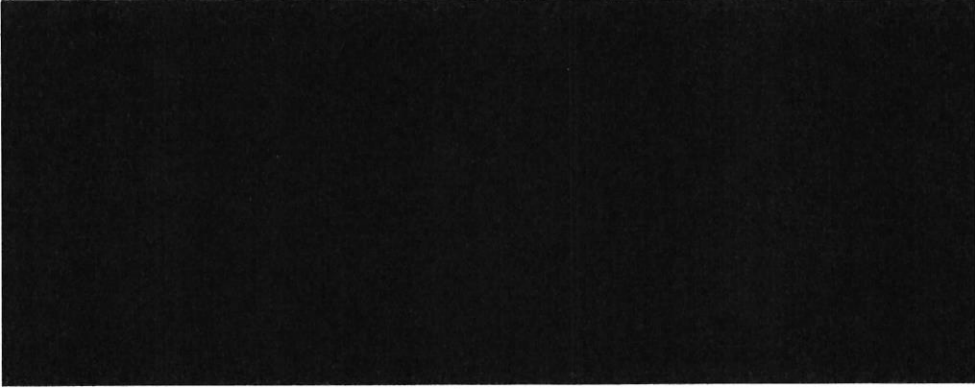
$$\text{IBSMEFP} = \left[ \sum_{k=1}^n (\text{IBSED}_k * \text{IBSGHR}_k * \text{IBSGI}) \right]$$

Where:

IBSMEFP – the Intermediate Block Service Monthly Energy Fuel Payment, expressed in dollars, for the Monthly Billing Period;

IBSED – the hourly Intermediate Block Service Energy Delivered by Seller, expressed in MWh, shall be the total Energy as measured for hour k of the applicable billing period at the FPUC Interconnection Point(s) and grossed up for losses (expressed in MWh) at and from where Energy is first delivered to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System. The amount of energy in any hour of the applicable billing period shall not exceed the IBSMCQ for that month;

IBSGHR – 

IBSGI – 

n – number of hours in the Monthly Billing Period

k – each hour, for the Monthly Billing Period



**Load Following Service**

$$\text{LFSMEFP} = [\sum_{k=1}^n (\text{LFSED}_k * \text{LFSGHR}_k * \text{LFSGI})]$$

Where:

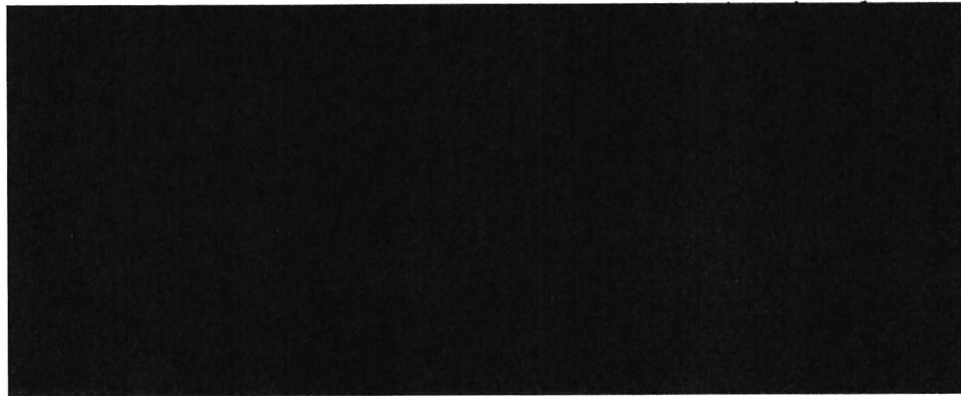
LFSMEFP – the Load Following Service Monthly Energy Fuel Payment, expressed in dollars, for the Monthly Billing Period;

LFSED – the hourly Load Following Service Energy Delivered by Seller expressed in MWh, shall be the total Energy as measured for hour k of the applicable billing period at the FPUC Interconnection Point(s) and grossed up for losses (expressed in MWh) at and from where Energy is first delivered to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System less the IBSED for each hour k of the applicable billing period.;

LFSGHR –



LFSGI –



n – number of hours in the Monthly Billing Period;

k – each hour, for the Monthly Billing Period

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APPENDIX D

MONTHLY CUSTOMER CHARGE (MCC) CALCULATION

Monthly Customer Charge is [REDACTED]

APPENDIX E

FPUC EXCESS ENERGY EXAMPLE

FPUC Excess Energy Adjustment

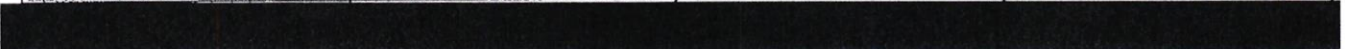
Energy Adjustment

Hour Ending	FPUC Excess Energy (MWh)	Buyer Retail Load Adjusted for Transmission Losses (MWh)	Adjusted Buyer Retail Load (MWh)
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Capacity Adjustment

Monthly Highest Peak Hour Ending	FPUC Excess Energy (MWh)	Buyer Retail Load Adjusted for Transmission Losses (MWh)	Adjusted Buyer Retail Load (MWh)
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**FIRST AMENDMENT TO THE NATIVE LOAD FIRM ALL REQUIREMENTS POWER AND ENERGY AGREEMENT**

**between the Florida Public Utilities Company and Florida Power & Light Company dated August 26, 2024**

**Whereas**, Florida Power & Light Company (“Seller”) and Florida Public Utilities Company, (“Buyer”) entered into the Native Load Firm All Requirements Power and Energy Agreement, dated May 13, 2024 (the “Agreement”) that sets forth the terms and conditions of a transaction between Seller and Buyer pursuant to Florida Power & Light Company’s FERC Electric Tariff No. 13.

**Whereas**, Seller and Buyer desire to amend the Agreement to correct certain erroneous price information contained therein as set forth below.

**Now Therefore**, for good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

- 1. In Appendix B, “Load Following Service”, the table Load Following Service Non-Fuel Energy Price is deleted in its entirety and replaced with the following table:

Year	LFSNFEP (\$/kWh)