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(850) 224-9115 FAX (850) 222-7560

January 31, 2013

HAND DELIVERED

RECEIVED - FPSC
13 JAN 31 PM 3:49
COMMISSION
CLERK

REDACTED

Ms. Ann Cole, Director
Division of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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

For DN 00635-13 which
is in locked storage. You must be
authorized to view this DN.-CLK

Re: Petition of Tampa Electric Company for Approval of Special Contract

Dear Ms. Cole:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Request for Confidential Classification and Motion for Temporary Protective Order.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

JDB/pp
Enclosure

COM	___
AFD	___
APA	___
ECO	10
ENG	2
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TEL	___
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DOCUMENT NUMBER-DATE

00634 JAN 31 12

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for Approval of Special Contract.)
_____)

DOCKET NO. _____

FILED: January 31, 2013

**TAMPA ELECTRIC COMPANY'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION
AND MOTION FOR TEMPORARY PROTECTIVE ORDER**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, hereby request confidential classification of the yellow highlighted information contained in the following described document(s) ("the Document(s)") stamped "CONFIDENTIAL" and all information that is or may be printed on yellow paper stock stamped "CONFIDENTIAL" within the Document(s), all of said confidential information being hereinafter referred to as "Confidential Information."

Description of the Document(s)

The following portions of Petition of Tampa Electric Company for Approval of Special Contract filed this date with the Florida Public Service Commission ("the Commission"):

Portions of the body of the Special Contract identifying the Manufacturer.

Exhibit "I" to the Special Contract identifying the Site of the facility.

Page 2 of Exhibit "III" to the Special Contract.

Exhibit C to Tampa Electric's Petition for Approval of Special Contract.

In support of this request, the company states:

1. Subsection 366.093(1), Florida Statutes, provides that any records "found by the Commission to be propriety confidential business information shall be kept confidential and shall

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FPSC-COMMISSION CLERK

be exempt from s. 119.07(1), Florida Statutes [requiring disclosure under the Public Records Act].” Proprietary confidential business information includes, but is not limited to “[i]nformation concerning . . . 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.” Subsection 366.093(3)(d), Florida Statutes. Proprietary confidential business information also includes “[i]nformation relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.” Section 366.093(3)(e), Florida Statutes. The Confidential Information that is the subject of this request and motion falls within the statutory categories and, thus, constitutes propriety confidential business information entitled to protection under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

2. Attached hereto as Exhibit "A" is a justification for confidential treatment of the Confidential Information contained in the Document(s).

3. Attached hereto as Exhibit "B" are two public versions of the Document(s) with the Confidential Information redacted, unless previously filed as indicated.

4. The Confidential Information contained in the Document(s) is intended to be and is treated by Tampa Electric as private and has not been publicly disclosed.

5. For the same reasons set forth herein in support of its request for confidential classification, Tampa Electric also moves the Commission for entry of a temporary protective order pursuant to Rule 25-22.006(6)(c), Florida Administrative Code, protecting the Confidential Information from public disclosure.

Requested Duration of Confidential Classification

6. Tampa Electric requests that the Confidential Information be treated by the Commission as confidential proprietary business information for at least the 18 month period prescribed in Rule 25-22.006(9)(a), Florida Administrative Code. If, and to the extent that the company is in need of confidential classification of the Confidential Information beyond the 18 month period set forth in the Commission rule, the justification and grounds for such extended confidential treatment are set forth in Exhibit "C" to this request and motion.

WHEREFORE, Tampa Electric Company respectfully requests that the Confidential Information that is the subject of this request and motion be accorded confidential classification for the reasons set forth herein and for a minimum period of 18 months, subject to any request for a longer period of confidential classification as may be set forth in Exhibit "C" to this request and motion. The company further moves for the entry of a temporary protective order pursuant to Rule 25-22.006(6)(c), Florida Administrative Code, protecting the Confidential Information from public disclosure.

DATED this 31st day of January, 2013.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

**JUSTIFICATION FOR CONFIDENTIAL TREATMENT OF
HIGHLIGHTED PORTIONS OF SPECIAL CONTRACT AND PETITION**

<u>Page</u>	<u>Description</u>	<u>Rationale</u>
Pages 1, 3 and 5 of Special Contract	All yellow highlighted information	(1)
Page 2 of Special Contract	All yellow highlighted information	(4)
Exhibit "I" to the Special Contract	All yellow highlighted information	(2)
Page 2 of Exhibit "III" to the Special Contract	All yellow highlighted information	(4)
Exhibit "C" to Tampa Electric's Petition for Approval of Special Contract	All yellow highlighted information	(1), (3)

-
- (1) This information discloses the identity and address of the Manufacturer. Public disclosure of this information would adversely affect Manufacturer's interests by disclosing to the Manufacturer's competitors what its business plans include. The information in question relates to competitive interests, the disclosure of which would impair the competitive business of the potential new customer who is the provider of the information. As such, the information in question is entitled to confidential treatment under Section 366.093(e), Florida Statutes. Public disclosure of the information in question could also adversely affect Tampa Electric's ability to attract the potential new customer to its service territory, thereby harming the economic interests of Tampa Electric and its general body of ratepayers.
- (2) This information discloses the location of a potential new electric customer's manufacturing facility in the Tampa area. Public disclosure of the location of the potential facility could severely and adversely affect the ability of the potential new customer to acquire the right to utilize the proposed site on favorable terms. Section 366.093(3)(d), Florida Statutes, provides the proprietary confidential business information includes, but is not limited to, "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." Additionally, the location is information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information, which is entitled to confidential treatment under Section 366.093(3)(e), Florida Statutes. Finally, public disclosure of the location could adversely affect Tampa Electric's ability to attract this potential new customer to its service area, which would harm the interests of Tampa Electric and its general body of ratepayers.

- (3) The information contained in Exhibit C discloses details of a potential new manufacturing facility in Tampa Electric's service territory and the identity of the potential new electric customer proposing that facility. As such, the information in question relates to competitive interests, the disclosure of which would impair the competitive business of the potential new customer who is the provider of the information. As such, the information in question is entitled to confidential treatment under Section 366.093(e), Florida Statutes. Public disclosure of the information in question could also adversely affect Tampa Electric's ability to attract the potential new customer to its service territory, thereby harming the economic interests of Tampa Electric and its general body of ratepayers.
- (4) The highlighted date either discloses the term of the Special Contract or can be used with other publicly available information to derive the term of the Special Contract. This term is a negotiated term and Manufacturer has indicated that public disclosure of the term of the Special Contract will harm manufacturer's interests in its negotiations with other potential counterparties. The information in question relates to competitive interests, the disclosure of which would impair the competitive business of the potential new customer who is the provider of the information. As such, the information in question is entitled to confidential treatment under Section 366.093(e), Florida Statutes. Public disclosure of the information in question could also adversely affect Tampa Electric's ability to attract the potential new customer to its service territory, thereby harming the economic interests of Tampa Electric and its general body of ratepayers.

PUBLIC VERSION(S) OF THE DOCUMENT(S)

Attached hereto (unless previously filed as may be noted below) are two public versions of the Document(s) with the Confidential Information redacted.

Public Version(s) of the Document(s) attached X

Public Version(s) of the Document(s) previously filed on _____

Exhibit "A"

SPECIAL CONTRACT
FOR THE PROVISION OF ELECTRIC SERVICE BETWEEN
TAMPA ELECTRIC COMPANY
AND [REDACTED]

This Special Contract ("Agreement") is made and entered into as of this day of _____, by and between [REDACTED] (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer desires a long-term supply of interruptible electric service from Company for its new manufacturing facility; and

WHEREAS, the Customer could receive electric service from the Company for its new manufacturing facility under the tariff schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, at the service location described in Exhibit "I" (hereinafter referred to as the "Site"); and

WHEREAS, the present pricing available under the Company's rate schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, does not provide sufficient economic justification for the Customer to locate its new manufacturing facility in Company's service area and take electric service from the Company for Customer's needs; and

WHEREAS, the Customer has shown evidence and hereby attests to its intention to not take electric service from the Company unless a pricing adjustment is made; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location beginning with the commencement of operations of the new manufacturing facility at the Site and for the foreseeable future;

NOW THEREFORE, in consideration of good and valuable consideration including the performance of the mutual covenants and promises expressed herein, Company and the Customer agree as follows:

1. Site – This Agreement, including all the attachments hereto, is applicable to electric service provided to Customer at the Site, as identified in Exhibit I.
2. Rate Schedules – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedules GSDT and GLSM-2, as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Sections 4 and 7 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules GSDT and GLSM-2, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedules GSDT and GLSM-2 are attached as Exhibit "II" and made a part hereof.
3. Term of Agreement - This Agreement shall be effective commencing on the date above first written and shall remain in force for a term beginning on the effective date this Agreement is signed until [REDACTED], unless terminated pursuant to Section 7 of this Agreement.
4. Modifications to Tariff and Rate Schedule – See Exhibit "III" to this Agreement.
5. Exclusivity Provision – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the Site. Any self-generation or cogeneration developed by the Customer during the term of this agreement shall not exceed 10 MW in capacity per production line.
6. Cogeneration Development Provision – If the Customer elects to develop cogeneration at the Site utilizing waste heat associated with the operations of the manufacturing facility (subject to the 10 MW limitation on capacity contained in Section 5 above), such cogeneration output will be sold to the Company under a separately executed negotiated cogeneration purchase agreement.
7. Modification of Rate Schedule – In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is substantially material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement,

by written notice to the other party tendered not later than ninety (90) days after such amendment or modification becomes final and nonappealable, with such termination to become effective thirty (30) days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer under the Company's applicable tariff.

- 8. Entire Agreement – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
- 9. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule GSDT and GSLM-2 filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules, the terms and conditions of this Agreement shall control.
- 10. Notices – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company: Tampa Electric Company
702 North Franklin Street (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

with a copy to: Tampa Electric Company
702 North Franklin Street (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

If to the Customer: 
Facsimile: _____
Attention: _____

REDACTED

**TAMPA ELECTRIC COMPANY
APPROVAL OF SPECIAL CONTRACT
EXHIBIT A
FILED: JANUARY 31, 2013**

shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:



By: _____
Its: _____
Attest: _____

WITNESSES:

TAMPA ELECTRIC COMPANY

By: _____
Its: _____
Attest: _____

REDACTED

TAMPA ELECTRIC COMPANY
APPROVAL OF SPECIAL CONTRACT
EXHIBIT I
FILED: JANUARY 31, 2013

Exhibit "I"

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to avoid publicly disclosing the exact location of the proposed Site, which could adversely affect the potential customer's ability to buy or lease the Site on favorable terms.]

will be a 0.5% reduction of the Subtransmission level clause rates approved by the Commission reflecting the avoided losses for providing service at 230 kV.

- 2.6 Service Prior to Effective Date: In the event that the Customer desires electric service prior to the effective date of this Special Contract, the Customer shall pay Company for such service at the applicable rate schedule under Company's tariff.
- 2.7 Type of Service: The electric service to the Customer's 230 kV substation(s) shall be curtailable such that Company can interrupt Customer's power to this substation with approximately 30 minute's notice. Such notice shall be made to Customer electronically. In addition, the appropriate Company assigned account manager will make a good faith effort to contact the Customer as well. In lieu of curtailing the Customer's load, the Company shall be obligated to seek the purchase of power from third parties on Customer's behalf, which charges shall be billed to the Customer in the same manner as for other customers electing such optional purchases of replacement power under the GSLM-2 tariff. Customer's curtailable electric load is subject to total interruption, with approximately 30 minutes' notice, whenever any portion of such load is needed by the Company for the requirements of its firm electric service customers or to comply with the requests for emergency power to serve the needs of firm electric service customers of other utilities.
- 2.8 GSLM-2 Term of Service: The GSLM-2 36 month term of service provision shall not take effect until [REDACTED] at which time the 36-month notice requirement of desire to cease taking non-firm service shall commence.
- 2.9 Regulatory Cooperation: Customer agrees to support the efforts of Company and provide any requested documentation or other support during any reviews or audits of any contracts between the parties, including but not limited to this Agreement, by regulatory authority.

REDACTED

Exhibit C

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to keep the potential customer's business plans and the description of the proposed project out of the public domain to protect the potential customer's competitive interests.]

Exhibit "A"

SPECIAL CONTRACT
FOR THE PROVISION OF ELECTRIC SERVICE BETWEEN
TAMPA ELECTRIC COMPANY
AND [REDACTED]

This Special Contract ("Agreement") is made and entered into as of this day of _____, by and between [REDACTED] (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer desires a long-term supply of interruptible electric service from Company for its new manufacturing facility; and

WHEREAS, the Customer could receive electric service from the Company for its new manufacturing facility under the tariff schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, at the service location described in Exhibit "I" (hereinafter referred to as the "Site"); and

WHEREAS, the present pricing available under the Company's rate schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, does not provide sufficient economic justification for the Customer to locate its new manufacturing facility in Company's service area and take electric service from the Company for Customer's needs; and

WHEREAS, the Customer has shown evidence and hereby attests to its intention to not take electric service from the Company unless a pricing adjustment is made; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location beginning with the commencement of operations of the new manufacturing facility at the Site and for the foreseeable future;

NOW THEREFORE, in consideration of good and valuable consideration including the performance of the mutual covenants and promises expressed herein, Company and the Customer agree as follows:

1. Site – This Agreement, including all the attachments hereto, is applicable to electric service provided to Customer at the Site, as identified in Exhibit I.
2. Rate Schedules – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedules GSDT and GSLM-2, as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Sections 4 and 7 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules GSDT and GSLM-2, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedules GSDT and GLSM-2 are attached as Exhibit "II" and made a part hereof.
3. Term of Agreement - This Agreement shall be effective commencing on the date above first written and shall remain in force for a term beginning on the effective date this Agreement is signed until [REDACTED], unless terminated pursuant to Section 7 of this Agreement.
4. Modifications to Tariff and Rate Schedule – See Exhibit "III" to this Agreement.
5. Exclusivity Provision – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the Site. Any self-generation or cogeneration developed by the Customer during the term of this agreement shall not exceed 10 MW in capacity per production line.
6. Cogeneration Development Provision – If the Customer elects to develop cogeneration at the Site utilizing waste heat associated with the operations of the manufacturing facility (subject to the 10 MW limitation on capacity contained in Section 5 above), such cogeneration output will be sold to the Company under a separately executed negotiated cogeneration purchase agreement.
7. Modification of Rate Schedule – In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is substantially material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement,

by written notice to the other party tendered not later than ninety (90) days after such amendment or modification becomes final and nonappealable, with such termination to become effective thirty (30) days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer under the Company's applicable tariff.

- 8. Entire Agreement – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
- 9. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule GSDT and GSLM-2 filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules, the terms and conditions of this Agreement shall control.
- 10. Notices – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company: Tampa Electric Company
702 North Franklin Street (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

with a copy to: Tampa Electric Company
702 North Franklin Street (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

If to the Customer: 
Facsimile: _____
Attention: _____

REDACTED

TAMPA ELECTRIC COMPANY
APPROVAL OF SPECIAL CONTRACT
EXHIBIT A
FILED: JANUARY 31, 2013

shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

[REDACTED]

By: _____

Its: _____

Attest: _____

WITNESSES:

TAMPA ELECTRIC COMPANY

By: _____

Its: _____

Attest: _____

REDACTED

TAMPA ELECTRIC COMPANY
APPROVAL OF SPECIAL CONTRACT
EXHIBIT I
FILED: JANUARY 31, 2013

Exhibit "I"

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to avoid publicly disclosing the exact location of the proposed Site, which could adversely affect the potential customer's ability to buy or lease the Site on favorable terms.]

will be a 0.5% reduction of the Subtransmission level clause rates approved by the Commission reflecting the avoided losses for providing service at 230 kV.

- 2.6 Service Prior to Effective Date: In the event that the Customer desires electric service prior to the effective date of this Special Contract, the Customer shall pay Company for such service at the applicable rate schedule under Company's tariff.
- 2.7 Type of Service: The electric service to the Customer's 230 kV substation(s) shall be curtailable such that Company can interrupt Customer's power to this substation with approximately 30 minute's notice. Such notice shall be made to Customer electronically. In addition, the appropriate Company assigned account manager will make a good faith effort to contact the Customer as well. In lieu of curtailing the Customer's load, the Company shall be obligated to seek the purchase of power from third parties on Customer's behalf, which charges shall be billed to the Customer in the same manner as for other customers electing such optional purchases of replacement power under the GSLM-2 tariff. Customer's curtailable electric load is subject to total interruption, with approximately 30 minutes' notice, whenever any portion of such load is needed by the Company for the requirements of its firm electric service customers or to comply with the requests for emergency power to serve the needs of firm electric service customers of other utilities.
- 2.8 GSLM-2 Term of Service: The GSLM-2 36 month term of service provision shall not take effect until [REDACTED] at which time the 36-month notice requirement of desire to cease taking non-firm service shall commence.
- 2.9 Regulatory Cooperation: Customer agrees to support the efforts of Company and provide any requested documentation or other support during any reviews or audits of any contracts between the parties, including but not limited to this Agreement, by regulatory authority.

REDACTED

Exhibit C

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to keep the potential customer's business plans and the description of the proposed project out of the public domain to protect the potential customer's competitive interests.]

REQUESTED DURATION OF CONFIDENTIAL CLASSIFICATION

Tampa Electric requests that the Confidential Information that is the subject of this request be treated as proprietary confidential business information exempt from the Public Records Law for a minimum of 18 months from the date of the order granting such classification. To the extent the company needs confidential protection of the Confidential Information for a period longer than 18 months, the company's justification therefor is set forth below:

n/a