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Ms. Carlotta S. Stauffer
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 150075-EI – Change to PSC Confidential Document No. 04501-15

Dear Ms. Stauffer:

On July 20, 2015, Cedar Bay Generating Company, Limited Partnership (“Cedar Bay”) filed its Thirteenth Request for Confidential Classification (the “13th Request”) (PSC Document No. 04500-15), which addressed, in part, confidential information in the deposition transcript of Florida Power & Light Company’s (“FPL”) witness Kim Ousdahl (“Kim Ousdahl’s Deposition Transcript”). Upon reconsideration, Cedar Bay has determined that information identified as confidential on pages 20 and 21 of Kim Ousdahl’s Deposition Transcript is not confidential. Accordingly, Cedar Bay encloses for filing:

- 1) Substitute pages 20 and 21 for Exhibit A to the 13th Request, which replace the previously filed pages 20 and 21 in their entirety.
- 2) Substitute pages 20 and 21 for Exhibit B to the 13th Request, which replace the previously filed pages 20 and 21 in their entirety.
- 3) Substitute page 15 for Exhibit C to the 13th Request, which replaces the previously filed page 15 in its entirety.

Please contact me if you or your staff has any questions regarding this filing.

Cordially yours,

Robert Scheffel Wright

COPIES:

Martha Barrera

Jon C. Moyle, Jr./Karen Putnal

Mr. Ken Hoffman

J.R. Kelly / John J. Truitt

John T. Butler / Maria J. Moncada

1 deductibility issue?

2 A. On the instant transaction, on the
3 transaction that we have contracted with Carlyle, yes.

4 Q. Okay. And you've looked at it closely, and
5 you're of the view that there is no difference to the
6 ratepayer at all, depending on which way you go,
7 deductible or not deductible?

8 A. That's correct, and here's why. If it's
9 tax deductible to FPL, a transaction, it is going to be
10 tax -- you know, it's going to be a gain and taxes paid
11 by the counterparty.

12 In the case of this transaction, as is done
13 in many transactions, we have indemnified the
14 counterparty for that risk. We believe it's improbable,
15 that this is clearly not taxable. Our outside counsel
16 says it's -- I'm sorry, not tax deductible. Our outside
17 counsel says it is not tax deductible; therefore, there
18 is no risk on the part of Carlyle. Transactions are
19 entered into by both parties with the common goal in
20 mind.

21 Q. Were you involved in the negotiations of
22 this deal in any way, shape, or form?

23 A. No, I was not.

24 Q. So your opinion that it's six of one and
25 half dozen of another is that, if it were deductible, you

1 believe contractually that FPL would then have to
2 indemnify the seller for the amount of tax that they
3 would have to pay, and you would look to get that money
4 from ratepayers; is that right?

5 A. Well, now you've gone full circle. But
6 yes, to the first part of your question to me. If by
7 some improbable turn of events we found our way to a tax
8 deduction, therefore, Carlyle would have taxes to pay, we
9 would be indemnifying Carlyle under the PSF. So we're
10 right back where we started.

11 Q. Do you know if this issue was brought up
12 during the negotiations, that tax treatment?

13 A. I did not participate. I won't say
14 anything -- I did not participate.

15 Q. Okay. There is a saying in the legal
16 world, you can't do indirectly what you're precluded from
17 doing directly.

18 Isn't the whole objective of this to get
19 rid of the Purchase Power Agreement?

20 A. Yes. Or that's certainly how it started.
21 I think we found our way to much more beneficial
22 transaction for both parties. But now we have an asset.

23 MR. MOYLE: Okay. That's all I have.

24 Thank you.

25 (A brief recess is taken.)

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<u>Document</u>	<u>Page/Line</u>	<u>Justification</u> Fla. Stat. 366.093(3) Subsection	<u>Affiant</u>
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**Deposition Transcript of
David W. Herr**

	<u>Page 7</u> Lines 5 - 13	(d), (e)	D. Herr
	Lines 73 - 77	(d), (e)	D. Herr
	<u>Page 8</u> Lines 5 - 15	(d), (e)	D. Herr
	Lines 22 - 49	(d), (e)	D. Herr
	<u>Page 10</u> Lines 57 - 60	(d), (e)	D. Herr

**Deposition Transcript of
Kim Ousdahl**

	<u>Page 13</u> Part of line 16	(e)	J. Pollack
Word Index	Pages 74 -87	(e)	J. Pollack
Exhibit 1	Pages 1 - 10	(e)	J. Pollack

**Deposition Transcript of
Robert E. Barrett**

	<u>Page 12</u> Part of line 4	(e)	J. Pollack
	<u>Page 18</u> Part of line 12	(e)	J. Pollack
	Part of line 17	(e)	J. Pollack
	Part of line 19	(e)	J. Pollack
	Part of line 20	(e)	J. Pollack