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December 4, 2000

ORIGINAL

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

RECEIVED-TPSC
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RECORDS AND REPORTING

Re: Docket No.: 0007415 - EC

Dear Ms. Bayo:

On behalf of Seminole Electric Cooperative, Inc., enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ Seminole Electric Cooperative, Inc.'s Request for Confidential Classification and Motion for Permanent Protective Order.

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Sincerely,

Joe A. McGlothlin
Joseph A. McGlothlin

JAM/bae
Enclosure

RECEIVED & FILED
12/4/00
FPSC-BUREAU OF RECORDS

MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLD & STEIN P.A.
DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for Determination of)
Need for the Osprey Energy Center in)
Polk County by Seminole Electric)
Cooperative, Inc. and Calpine)
Construction Finance Company, L.P.)
_____)

DOCKET NO. _____-EC

FILED: December 4, 2000

Seminole Electric Cooperative, Inc.'s Request for Confidential
Classification and Motion for Permanent Protective Order

Seminole Electric Cooperative, Inc. (Seminole), with the agreement and consent of Calpine Construction Finance, L.P. and Calpine Energy Services, L.P. (collectively, Calpine), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006(4), Florida Administrative Code, respectfully requests specified confidential treatment and the entry of a Protective Order regarding a Memorandum of Understanding (MOU) executed by Seminole and Calpine on October 16, 2000, which is being filed with the Commission in the above-referenced docket in support of the Petition for Determination of Need for an Electrical Power Plant.¹ In support of this request, Seminole states as follows:

1. The parties to the Calpine-Seminole MOU are Calpine Energy Services, L.P. and Seminole. Calpine Energy Services, L.P. and Seminole executed the Calpine-Seminole MOU on October 16, 2000. The Calpine-Seminole MOU provides for the purchase by Seminole and the sale by Calpine of firm electric capacity and energy from Calpine's Osprey Energy Center (Osprey Project). Consistent with

¹The MOU is provided as Appendix I-C to Volume 1 of the Exhibits to the Joint Petition.

DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

the representations in the petition for determination of need for the Osprey Project, the Calpine-Seminole MOU constitutes evidence of Calpine's commitment of the output of the Osprey Project to Seminole, a Florida load-serving utility.

2. The Calpine-Seminole MOU contains sensitive information relating to Calpine's and Seminole's competitive interests, the disclosure of which would impair Calpine's and Seminole's competitive business position.

3. Specifically, the Calpine-Seminole MOU contains sensitive, confidential information relating to pricing and other terms and conditions of the contractual arrangements between Calpine and Seminole; the disclosure of any of this information would impair (a) Seminole's ability to contract with other parties for goods or services on favorable terms, (b) the competitive business of Calpine, or (c) both. The disclosure of the confidential, competitively sensitive information in the Calpine-Seminole MOU to any of the following classes of entities would impair Seminole's interests, or Calpine's interests, or both: (a) entities who are actual or potential competitors of Calpine or Seminole, (b) entities who are actual or potential vendors to either Seminole or Calpine, and (c) entities who would be actual or potential customers of Calpine's affiliates in Florida or elsewhere. Disclosure of this information to anyone outside the transaction would impair Calpine's or Seminole's ability, or the ability of both, to enter into similar contracts on reasonable business terms. As such, the information constitutes proprietary

confidential business information entitled to protection from disclosure pursuant to Sections 366.093(1)(3)(e), Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

4. The following documents explaining this request are attached hereto and incorporated herein by reference:

Exhibit A: A justification "matrix" supporting Seminole's request for Specified Confidential treatment of the highlighted information in Exhibit B, identified on a page-by-page, line-by-line basis.

Exhibit B: The Calpine-Seminole MOU with the identified confidential information that is the subject of this Request for Specified Confidential Treatment redacted. (Two copies).

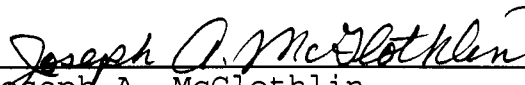
Exhibit C: The Calpine-Seminole MOU, with the confidential information subject to this request highlighted in transparent ink. This document has been placed in a separate envelope marked "Confidential" and should be given confidential treatment by the Commission. There is only one copy of this Exhibit C, which is attached to the original filing copy hereof.

5. Pursuant to Rule 25-22.006(4)(d), Florida Administrative Code, Seminole affirms that the material identified as confidential in Exhibit B hereto is intended to be and is treated by Seminole and Calpine as confidential. The undersigned has conferred with Calpine and is authorized to represent that Calpine also affirms that the subject material identified as confidential in Exhibit B is intended to be and is treated by Calpine as confidential.

6. Seminole, with the agreement and consent of Calpine, requests that the information identified as confidential in Exhibit B be designated "Specified Confidential" by the Commission for the

reasons set forth in Exhibit A. In addition, pursuant to Section 366.093(4), Florida Statutes, Seminole, again with the agreement and consent of Calpine, further requests that such designation be for a period of 18 months and that the Calpine-Seminole MOU be returned to Seminole, upon the closure of this docket.

WHEREFORE, Seminole, with the agreement and consent of Calpine, requests that the information contained in the Calpine-Seminole MOU and identified as confidential in Exhibit B hereto be accorded specified confidential treatment and that the Commission enter an order protecting the information delineated herein from disclosure.



Joseph A. McGlothlin
Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin,
Davidson, Decker, Kaufman, Arnold
& Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
(850) 222-2525

Attorneys for Seminole Electric
Cooperative, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery(*) or U.S. Mail, this 4th day of December 2000, to the following:

(*)Robert V. Elias, Esq.
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, FL 32399-0850

(*)R. Scheffel Wright
Landers & Parsons
310 West College Avenue
Tallahassee, Florida 32301


Joseph A. McGlothlin

EXHIBIT A

**Osprey Project Need Determination
Docket No. _____**

Request for Specified Confidential Treatment

Calpine-Seminole MOU

<u>Page</u>	<u>Line(s)</u>	<u>Justification</u>
2	4	The redacted information represents a negotiated term of the Parties' agreement to proceed toward the definitive PPA, which term was the subject of sensitive negotiations and the disclosure of which would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.
2	16-18	The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to power delivery and pricing under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.
2	21-25	The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to delivery of power under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

- 2 26-36 The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to delivery of power under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.
- 3 5-7 The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to certain performance obligations under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.
- 3 8-27 The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to certain performance rights and obligations under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.
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through
4 19 The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to certain performance rights and obligations under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in

turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

4 23-24 The redacted information represents a negotiated, competitively sensitive term of the Parties' agreement relating to certain rights and obligations under the PPA and which was the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

4 26-33 The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations under the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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5 13 The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations under the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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8 19 The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to pricing under the PPA and which were the

subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this extremely sensitive subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations under the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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13 12 The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations under the PPA

and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations relating to dispute resolution under the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement

on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations relating to Force Majeure provisions to be incorporated in the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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The redacted information represents negotiated, competitively sensitive terms of the Parties' agreement relating to certain rights and obligations relating to dispute resolution under the PPA and which were the subject of sensitive negotiations. The disclosure of this information would impair both Parties' competitive interests by informing their actual and potential competitors, vendors, and customers of their agreement on this subject. This, in turn, would impair both Parties' ability to negotiate similar terms in future contract negotiations.

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EXHIBIT B

REDACTED CALPINE-SEMINOLE MOU

(two copies)

MEMORANDUM OF UNDERSTANDING REGARDING THE PURCHASE AND
SALE OF ELECTRIC CAPACITY AND ENERGY
BETWEEN CALPINE ENERGY SERVICES, L.P. AND
SEMINOLE ELECTRIC COOPERATIVE, INC.

INTRODUCTION

This memorandum of understanding ("MOU") provides the framework within which Seminole Electric Cooperative, Inc. ("Buyer"), and Calpine Energy Services, L.P. ("Seller") collectively referred to herein as "the Parties," have agreed to negotiate toward a definitive agreement for the purchase and sale of electric capacity and energy.

RECITALS

WHEREAS, Buyer is an cooperative corporation organized and existing pursuant to the laws of the State of Florida; and

WHEREAS, Buyer provides wholesale electric capacity and energy to its distribution cooperative members' electric utility systems, which in turn provide that electric capacity and energy to their retail member/consumers within Florida; and

WHEREAS, Seller is a Delaware limited partnership engaged in the business of marketing wholesale electric capacity and energy in the United States; and

WHEREAS, Calpine Construction Finance Company, L.P. ("CCFC"), an affiliate of Seller, is presently developing the Osprey Energy Center, a natural gas fired, combined cycle power plant in Auburndale, Polk County (the "Plant") which through a contractual arrangement Seller provides fuel to and receives all of the electric capacity and energy from the Plant for sale at wholesale in Florida; and

WHEREAS, Buyer needs additional firm generating capacity and energy resources to meet the needs of its distribution cooperative members' electric utility systems; and

WHEREAS, the intent of Buyer and Seller is to establish a definitive agreement (or agreements) ("Power Purchase Agreement" or "PPA") pursuant to which the full output of the Plant will be committed, as provided herein, to Buyer for the benefit of Buyer, Buyer's member systems, and the retail member-customers of Buyer's member systems, and

WHEREAS, Buyer and Seller have entered into discussions regarding the sale and purchase of firm electric capacity and energy from the Plant, which discussions have led the Parties to agree to certain fundamental commercial principles and to pursue negotiations toward a PPA that would incorporate such principles for the purchase by Buyer and the sale by Seller, on a firm basis, Plant electric capacity and energy;

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NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual benefits to be gained by Buyer and Seller, the Parties have executed this MOU evidencing those agreed upon fundamental commercial principles and their intent to negotiate in good faith, a PPA which incorporates such fundamental commercial principles for the purchase by Buyer and the sale by Seller of firm electric capacity and energy from the Plant in substantial accordance with the prices, terms, and conditions set forth herein.

FUNDAMENTAL AGREED UPON PRINCIPLES

Section 1. Duration

The PPA shall become effective upon signing by both Parties. Unless terminated early pursuant to the terms thereof, the PPA shall continue in effect through May 22, 2020 (the "Term").

Section 2. Scope

Subsection 2.1 Firm Capacity

Beginning with the later of the Commercial Operation Date of the Plant, as defined below, and June 1, 2004 ("Commencement Date"), for the remainder of the Term, Seller shall provide and Buyer shall purchase 350 MW of firm electric capacity from the Plant

adjusted for seasonal variability per the monthly firm capacity schedule attached hereto as Attachment 1. Such amounts identified above shall be defined as "Firm Capacity."

"Commercial Operation Date"

"Commercial Operation Tests" means:

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Subsection 2.2 Energy.

For the period between the Commencement Date and the end of the Term, Seller shall be obligated to sell and deliver at the Delivery Point, and Buyer shall be obligated to purchase and receive, an amount of electric energy for each hour scheduled by Buyer up to the number of MWh that corresponds to the MW of Firm Capacity specified in Subsection 2.1.

("Energy").

Subsection 2.3

Subsection 2.4

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Subsection 2.5 Reserved Firm Capacity.

In addition to the Firm Capacity specified in Subsection 2.1 above, for the period between the Commercial Operation Date and the end of the Term, Seller shall provide Buyer, on a reserved firm capacity option basis, the right to call upon, . . . , up to the difference between (i) Buyer's then committed Firm Capacity amount and (ii) the then-full MW capability of the Plant (said difference hereinafter being defined as "Reserved Firm Capacity");

If Buyer calls upon all or a portion of the Reserved Firm Capacity as provided for above, such called upon portion of Reserved Firm Capacity shall be considered Firm Capacity.

Subsection 2.6 Exclusivity.

For the period between the Commencement Date and the end of the Term, the Plant shall be dedicated to providing Firm Capacity and scheduled Energy as described herein to Buyer, except during those periods when Seller is performing testing and operational maintenance as provided herein.

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Section 3. Price

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Section 4. Scheduling

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Section 5. Outages

Subsection 5.1 Outages

An "Outage" of the Plant shall mean the unavailability of the Plant, either in whole or in part, caused by either a Scheduled Outage or an Unscheduled Outage.

Subsection 5.2 Scheduled Outages

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Subsection 5.3 Unscheduled Outages

Section 6. Failure to Provide or Receive Energy

Subsection 6.1 Failure of Seller to Provide Energy.

Subsection 6.2 Failure of Buyer to Receive Energy.

Subsection 6.3

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Section 7.

Section 8.

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Section 9. Dispute Resolution

The dispute resolution procedures set forth in this Section 9 shall govern the resolution of any dispute, controversy or claim arising out of, under, or relating to the PPA (a "Dispute") unless mutually agreed to by the Parties.

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Section 10. Confidentiality of Shared Information

The existing confidentiality agreement between Buyer and Seller shall remain in full force and effect while the Parties negotiate the PPA consistent with this agreement.

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Section 11. Buyer's Support for Need Determination of the Plant

Buyer shall provide such support for the petition for determination of need for Buyer's Plant as the Parties mutually agree is necessary to facilitate and expedite the permitting and construction of the Plant. If and when the PPA is executed by the Parties, Buyer's support shall include, if deemed necessary and appropriate, becoming a co-applicant for the requisite determination of need for the Plant.

Section 12. Force Majeure

Section 13 Applicable Law

Section 14

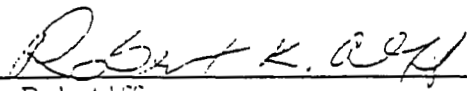
Section 15

Section 16 Ancillary Services

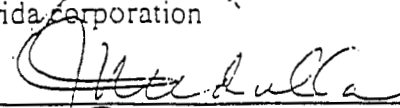
EXECUTION

By the signatures of their authorized representatives below, Buyer and Seller commit to negotiate in good faith a PPA, which, subject to approval of their respective board of directors and the Rural Utilities Service, incorporates the agreed upon fundamental commercial principles and mutually agreed upon general terms and conditions which are consistent with other power purchase agreements. This MOU may be executed in any number of counterparts, such counterparts may be transmitted by either Party to the other Party by facsimile transmission, and each executed counterpart or facsimile transmission thereof shall have the same force and effect as an original instrument.

CALPINE ENERGY SERVICES L.P.
a Delaware limited partnership

By: 
Name: Bob Alf
Title: Senior Vice President

SEMINOLE ELECTRIC COOPERATIVE, INC.
a Florida corporation

By: 
Name: R.J. MIDULLA
Title: EXEC V.P. & G.M.

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ATTACHMENT 1

MONTHLY FIRM CAPACITY SCHEDULE

Month	Capacity
January	360
February	360
March	354
April	350
May	346
June	341
July	340
August	340
September	342
October	347
November	355
December	360

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ATTACHMENT 2

PRIVILEGED AND CONFIDENTIAL

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