

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: NUCLEAR POWER PLANT
COST RECOVERY CLAUSE

Docket No. 120009-EI
Submitted for Filing: April 30, 2012

PROGRESS ENERGY FLORIDA, INC.'S NOTICE OF FILING

Progress Energy Florida, Inc. ("PEF" or the "Company"), hereby gives notice of filing the Affidavits of John Elnitsky and Jon Franke in Support of Progress Energy Florida, Inc.'s Second Request for Confidential Classification Regarding Portions of the Testimonies and Exhibits Filed as Part of the Company's April 30, 2012 Petition for Approval of Costs to Be Recovered.

Respectfully submitted,



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CCM	_____
APA	1
ECR	4
GCL	1
RAD	1
SRC	_____
ADM	_____
OPC	_____
CLK	_____

DOCUMENT NUMBER-DATE

02752 APR 30 2012

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic and U.S. Mail this 30th day of April, 2012.



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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 120009-EI
Submitting for filing: April 30, 2012

**AFFIDAVIT OF JOHN ELNITSKY IN SUPPORT OF PROGRESS ENERGY
FLORIDA, INC.'S SECOND REQUEST FOR CONFIDENTIAL CLASSIFICATION
REGARDING PORTIONS OF THE TESTIMONIES AND EXHIBITS
FILED AS PART OF THE COMPANY'S APRIL 30, 2012 PETITION FOR
APPROVAL OF COSTS TO BE RECOVERED**

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority duly authorized to administer oaths,
personally appeared John Elnitsky, who being first duly sworn, on oath deposes and says that:

1. My name is John Elnitsky. I am over the age of 18 years and I have been authorized by Progress Energy Florida, Inc. (hereinafter "PEF" or the "Company") to give this affidavit in the above-styled proceeding on PEF's behalf and in support of PEF's Second Request for Confidential Classification Regarding Portions of the Testimonies and Exhibits filed as Part of the Company's April 30, 2012 Petition for Approval of Costs to be Recovered (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. As Vice President of New Generation Programs and Projects ("NGPP"), I am responsible for the licensing and construction of the Levy Nuclear Project ("LNP"), including the direct management of the Engineering, Procurement, and Construction Agreement ("EPC Agreement") with Westinghouse and Shaw, Stone, & Webster (the "Consortium").

3. PEF is seeking confidential classification of the following materials filed with the Florida Public Service Commission ("PSC" or the "Commission") in the above referenced docket: (1) portions of the testimony and the exhibits, the Nuclear Filing Requirements

(“NFRs”), of Mr. Thomas Geoff Foster; and (2) portions of my testimony and Exhibit Nos. __ (JE-1) and (JE-7) to my testimony. A detailed description of the confidential information at issue is contained in confidential Attachment A to PEF’s Request and is outlined in PEF’s Justification Matrix that is attached to the Request as Attachment C. PEF is requesting confidential classification of portions of the testimonies and exhibits that contain confidential contractual information and costs, as well as other competitively sensitive information the disclosure of which would impair the Company’s competitive business interests.

4. The Company is requesting confidential classification of this information because portions thereof contain and include proprietary and confidential numbers and capital costs that would impair PEF’s competitive business interests if publicly disclosed. In many instances, the disclosure of this information would violate contractual confidentiality provisions. Specifically, portions of the testimonies and exhibits contain details regarding PEF’s budgeted and estimated capital costs for the LNP under its EPC Agreement as well as cost numbers and information relating to decisions regarding disposition of items of Long Lead Equipment (“LLE”) for the LNP. In addition, Exhibit No. __ (JE-1) to my testimony is the Company’s Revision 4 Integrated Project Plan (“IPP”) which contains confidential contractual numbers and terms and risk evaluations under the EPC Agreement and competitive business information regarding LLE disposition. Exhibit No. __ (JE-7) to my testimony shows the current disposition of LLE for the LNP including confidential and proprietary payment terms and information.

5. All of these documents contain contractual quantities, timing, pricing arrangements and payments made between PEF and third parties that would adversely impact PEF’s competitive business interests if disclosed to the public. If such information was

disclosed to PEF's competitors and/or other potential suppliers, PEF's efforts to obtain competitive nuclear equipment and service options that provide economic value to both the Company and its customers could be compromised by the Company's competitors and/or suppliers changing their offers, consumption, or purchasing behavior within the relevant markets.

6. PEF must be able to assure these vendors that sensitive business information, such as the terms of their contracts, will be kept confidential. Indeed, as discussed above, the contract at issue contains confidentiality provisions that prohibit the disclosure of the terms of the contract to third parties. Specifically, the information at issue relates to competitively negotiated contractual data and costs the disclosure of which would impair the efforts of the Company to negotiate these contracts on favorable terms. If other third parties were made aware of confidential contractual terms that PEF has with other parties, such as pricing arrangements, they may offer less competitive contractual terms in future contractual negotiations. Without the Company's measures to maintain the confidentiality of sensitive terms in contracts with these nuclear contractors, the Company's efforts to obtain competitive contracts could be undermined to the detriment of PEF and its ratepayers. Indeed, most of the contracts described in the NFRs contain confidentiality provisions that prohibit the disclosure of the terms of the contract to third parties.

7. Upon receipt of all this confidential information, and with its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company. At no time since negotiating and receiving the contracts and performing the analyses in question has the Company publicly

disclosed the information or the terms of the contracts at issue. The Company has treated and continues to treat the information at issue as confidential. Indeed, the information at issue has previously been produced by the Company in response to various discovery requests during the proceedings in this docket, and at all times the Company has taken the appropriate steps to maintain the confidentiality of this information.

8. This concludes my affidavit.

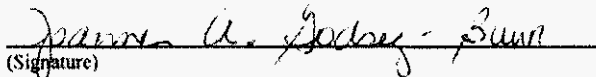
Dated this 25 day of April, 2012.



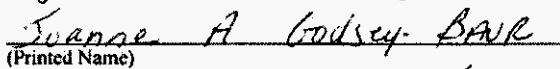
(Signature)

John Elnitsky, Vice President of New Generation Programs and Projects

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 25th day of April, 2012 by John Elnitsky. He is personally known to me; or has produced his _____ driver's license, or his _____ as identification.

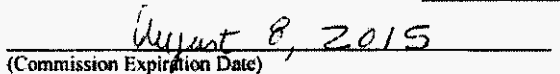


(Signature)

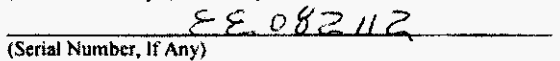


(Printed Name)

NOTARY PUBLIC, STATE OF FL

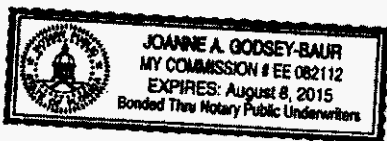


(Commission Expiration Date)



(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Cost Recovery
Clause

Docket No. 120009-EI
Submitted for Filing: April 30, 2012

**AFFIDAVIT OF JON FRANKE IN SUPPORT OF PROGRESS ENERGY FLORIDA,
INC.'S SECOND REQUEST FOR CONFIDENTIAL CLASSIFICATION REGARDING
PORTIONS OF THE TESTIMONIES AND EXHIBITS FILED AS PART OF
THE COMPANY'S APRIL 30, 2012 PETITION FOR
APPROVAL OF COSTS TO BE RECOVERED**

STATE OF FLORIDA

COUNTY OF CITRUS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Jon Franke, who being first duly sworn, on oath deposes and says that:

1. My name is Jon Franke. I am employed by Progress Energy Florida ("PEF" or the "Company") in the Nuclear Generation Group and serve as Vice-President – Crystal River Nuclear Plant. I am over the age of 18 years old and I have been authorized by PEF to give this affidavit in the above-styled proceeding on PEF's behalf and in support of PEF's Second Request for Confidential Classification Regarding Portions of the Testimonies and Exhibits filed as Part of the Company's April 30, 2012 Petition for Approval of Costs to be Recovered (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. PEF is seeking confidential classification of the following materials filed with the Florida Public Service Commission ("PSC" or the "Commission") in the above referenced docket: (1) portions of the exhibits, the Nuclear Filing Requirements ("NFRs"), of Mr. Thomas G. Foster; and (2) portions of the testimony and exhibits of Mr. John Elnitsky.

3. Unredacted versions of the testimonies and exhibits at issue are contained in confidential Appendix A to PEF's Request and the confidential portions thereof are outlined in

PEF's Justification Matrix that is attached to PEF's Request as Appendix C. PEF is requesting confidential classification of the portions of the testimonies and exhibits that contain confidential contractual information regarding the purchase of goods and services necessary to complete the Crystal River 3 ("CR3") Extended Power Uprate ("CR3 Uprate") project, the disclosure of which would compromise PEF's competitive business interests.

4. Certain portions of the NFRs contain contractual quantities, durations, and pricing arrangements between PEF and providers of various equipment and services required for the CR3 Uprate that would adversely impact PEF's competitive business interests if disclosed to the public. The Company must be able to assure these vendors that sensitive business information, such as the pricing and quantity terms of their contracts, will be kept confidential. Indeed, most of the contracts at issue contain confidentiality provisions that prohibit the disclosure of the terms of the contract to third parties. Specifically, the information at issue relates to competitively negotiated contractual data, such as quantity and pricing of goods and services and other contractual terms such as the agreements' duration, the disclosure of which would impair the efforts of the Company to negotiate these contracts on favorable terms. If third parties were made aware of confidential contractual terms that the Company has with other parties, they may offer PEF less competitive contractual terms in future contractual negotiations. Without PEF's measures to maintain the confidentiality of sensitive terms in contracts between PEF and these nuclear contractors, the Company's efforts to obtain competitive contracts for the CR3 Uprate would be undermined.

5. As stated above, most of the contracts at issue contain confidentiality provisions; therefore, PEF is requesting confidential classification of this information to avoid public disclosure that would violate the confidentiality agreements between PEF and the other parties. PEF has kept confidential and has not publicly disclosed the proprietary contract terms and provisions at issue here. Absent such measures, PEF would run the risk that sensitive business

information regarding what the Company is willing to pay for necessary equipment, goods and supplies would be made available to the public and, as a result, other potential sellers of similar materials and services could change their position in their negotiations to the detriment of PEF. In addition, by the terms of these contracts, all parties thereto - including PEF - have agreed to protect proprietary and confidential information, which is defined to include the pricing provisions, from public disclosure.

6. Upon receipt of this confidential information, as with all confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided therein. Such procedures include, but are not limited to, restricting access to the documents and information to only those persons who require it to assist the Company. At no time since developing or entering the contracts in question has PEF publicly disclosed the contracts' terms; PEF has treated and continues to treat the information contained in the subject contracts as confidential.

7. This concludes my affidavit.

Further affiant sayeth not.

Dated this 25th day of April, 2012.



(Signature)

Jon Branke

Vice President -Crystal River Nuclear Power Plant
15760 W. Powerline St.
Crystal River, Florida 34442

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 25 day of April, 2012 by Jon Franke. ~~He is personally known to me~~ or has produced his _____ driver's license, or his _____ as identification.

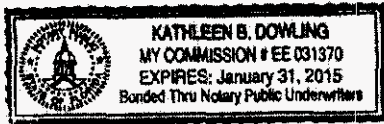
Kathleen B Dowling
(Signature)

Kathleen B Dowling
(Printed Name)

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF Florida

(Commission Expiration Date)



(Serial Number, if Any)