



Florida Power & Light Company, 215 S. Monroe Street, Suite 810, Tallahassee, FL 32301

Jessica Cano
Principal Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 304-5226
(561) 691-7135 (Facsimile)

REDACTED

FILED JUL 29, 2013
July 29, 2013 DOCUMENT NO. 04359-13
FPSC - COMMISSION CLERK

VIA HAND DELIVERY

Ms. Ann Cole
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
Betty Easley Conference Center
2540 Shumard Oak Boulevard, Room 110
Tallahassee, FL 32399-0850

RECEIVED-FPSC
13 JUL 29 PM 4: 21
COMMISSION
CLERK

Re: Docket No. 130009-EI; Nuclear Power Plant Cost Recovery Clause

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") is a Request for Confidential Classification of Responses to Staff's Second Request for Production of Documents and Third Set of Interrogatories. Seven copies of FPL's request, including Exhibits C and D, are included. Also included are one copy of Exhibit A and two copies of Exhibit B.

Exhibit A consists of three confidential compact discs and confidential, hard copy interrogatory responses. Exhibit B is an edited version of Exhibit A containing one compact disc and hard copy interrogatory responses, in which the information FPL asserts is confidential has been redacted. Exhibit C consists of FPL's justification table supporting its Request for Confidential Classification. Exhibit D contains two affidavits in support of FPL's Request for Confidential Classification. Also included in this filing is a compact disc containing FPL's Request for Confidential Classification and Exhibit C only in Microsoft Word format.

Please contact me if there are any questions regarding this filing.

Sincerely,

Jessica A. Cano
Jessica A. Cano

Enclosures
cc: Parties of Record (w/out enc.)

COM
AFD
APA
ECO
ENG
GCL
DM 3 CDs
TEL
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Power Plant)
Cost Recovery Clause)

Docket No. 130009-EI
Filed: July 29, 2013

**FLORIDA POWER & LIGHT COMPANY'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION OF RESPONSES
TO STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS
AND THIRD SET OF INTERROGATORIES**

Pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, Florida Power & Light Company ("FPL") requests confidential classification of portions of its responses to Staff's Second Request for Production of Documents Nos. 2, 6, 7, and 9 and Third Set of Interrogatories Nos. 20, 22, and 24 ("the responses"). In support of its request, FPL states:

1. On July 8, 2013, FPL filed a Notice of Intent to Request Confidential Classification of the responses. Pursuant to Rule 25-22.006(3)(a)1, FPL is required to file a Request for Confidential Classification for the confidential information within 21 days. Accordingly, FPL is filing this Request for Confidential Classification to maintain continued confidential handling of the information contained in the responses.

2. The following exhibits are included with and made a part of this request:

a. Exhibit A consists of three compact discs containing confidential electronic files that are confidential in their entirety and electronic files that include both confidential and non-confidential tabs, and a hard copy of interrogatory responses on which all information that FPL asserts is entitled to confidential treatment has been highlighted.

b. Exhibit B consists of the non-confidential tabs from the electronic files that include both confidential and non-confidential tabs, and a hard copy of interrogatory

responses on which all information that FPL asserts is entitled to confidential treatment has been redacted. Confidential files which are confidential in their entirety are not included on the compact disc included in Exhibit B.

c. Exhibit C is a table containing an identification of the confidential information contained in Exhibit A, together with references to the specific statutory basis or bases for the claim of confidentiality and to the affidavit in support of the requested classification.

d. Exhibit D includes the affidavits of Steven Sim and Steven Scroggs in support of this request.

3. FPL submits that the information included in Exhibit A and listed in Exhibit C is proprietary confidential business information within the meaning of Section 366.093(3), Florida Statutes. Section 366.093(3), Florida Statutes, defines confidential information as information that is intended to be and is treated by the company as private in that disclosure of the information would cause harm to the company's business operations or its customers, and has not been disclosed publicly. The confidential information is intended to be and has been treated by FPL as private, its confidentiality has been maintained, and its disclosure would cause harm to FPL and its customers. Pursuant to Section 366.093(3)(2), such information is entitled to confidential treatment and it is exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information

4. As the affidavits included in Exhibit D indicate, some of information in FPL's responses is proprietary, confidential business information. FPL's responses contain trade secrets, which is information protected from public disclosure by Section 366.093(3)(a), Florida Statutes. They also contain information related to bids or contractual data, such as pricing or other terms, the public disclosure of which would violate nondisclosure provisions of FPL's contracts with certain vendors and impair FPL's ability to contract for goods or services on favorable terms in the future. Such information is protected from public disclosure by Section 366.093(3)(d), Florida Statutes. FPL's responses also include competitively sensitive information which, if disclosed, could impair the competitive interests of the provider of the information. Such information is protected from public disclosure by Section 366.093(3)(e), Florida Statutes.

5. Upon a finding by the Commission that the information included in Exhibit A, and referenced in Exhibit C, is proprietary confidential business information, the information should not be declassified for a period of at least eighteen (18) months and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. *See* § 366.093(4), Fla. Stat.

WHEREFORE, FPL respectfully requests confidential classification of the material described herein.

Respectfully submitted,

Jessica A. Cano
Principal Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: (561) 304-5226
Facsimile: (561) 691-7135

By: 
 Jessica A. Cano
Fla. Bar No. 0037372

CERTIFICATE OF SERVICE
DOCKET NO. 130009-EI

I HEREBY CERTIFY that a true and correct copy of FPL's Request for Confidential Classification without exhibits* was served by hand delivery** or U.S. Mail this 29th day of July, 2013 to the following:

Michael Lawson, Esq.**
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
MLAWSON@PSC.STATE.FL.US

J. R. Kelly, Esq.
Charles Rehwinkel, Esq.
Joseph McGlothlin, Esq.
Erik L. Sayler, Esq.
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399
Kelly.jr@leg.state.fl.us
Rehwinkel.Charles@leg.state.fl.us
mcglathlin.joseph@leg.state.fl.us
Sayler.Erik@leg.state.fl.us

J. Michael Walls, Esq.
Blaise N. Gamba, Esq.
Carlton Fields Law Firm
P.O. Box 3239
Tampa, Florida 33601-3239
mwalls@carltonfields.com
bgamba@carltonfields.com
Attorneys for Duke

John T. Burnett, Esq.
Dianne M. Triplett, Esq.
Duke Energy Florida, Inc.
P.O. Box 14042
St. Petersburg, Florida 33733-4042
john.burnett@pgnmail.com
dianne.triplett@pgnmail.com
Attorneys for Duke

Matthew Bernier, Esq.
Duke Energy Florida, Inc.
106 E. College Avenue, Suite 800
Tallahassee, Florida 32301
Matthew.bernier@duke-energy.com
Attorney for Duke

Mr. Paul Lewis, Jr.
106 East College Ave., Suite 800
Tallahassee, Florida 32301-7740
paul.lewisjr@duke-energy.com

Jon C. Moyle, Jr., Esq.
Moyle Law Firm
118 North Gadsden Street
Tallahassee, Florida 32301
jmoyle@moylelaw.com
Attorneys for FIPUG

James W. Brew, Esq.
F. Alvin Taylor, Esq.
Brickfield, Burchette, Ritts & Stone, P.C.
1025 Thomas Jefferson Street, NW
Eighth Floor, West Tower
Washington, DC 20007-5201
jbrew@bbrslaw.com
ataylor@bbrslaw.com
Attorneys for PCS Phosphate

George Cavros, Esq.
120 E. Oakland Park Blvd, Ste. 105
Fort Lauderdale, FL 33334
george@cavros-law.com

Robert Scheffel Wright, Esq.
John T. LaVia, III, Esq.
Gardner, Bist, Wadsworth, et al.
1300 Thomaswood Drive
Tallahassee, FL 32308
Schef@gbwlegal.com
Jlavia@gbwlegal.com

*Exhibits to this Request are not included with the service copies, but copies of Exhibits B, C and D are available upon request.

By: 
ta Jessica A. Cano
Fla. Bar No. 0037372

EXHIBIT B

REDACTED

COM	_____
AFD	_____
APA	_____
ECO	_____
ENG	_____
GCL	_____
DM	_____ /
TEL	_____
CEK	_____

Q.

Please refer to page 4 of NRC document number ML12213A403.

- a. Please describe FPL actions prior to May 4, 2012, if any, to minimize or avoid incurring expenses for the scope of work identified as "significant revisions" to FASR 2.5.1, FASR 2.5.2, and FASR 2.5.4.
- b. Please describe FPL actions after May 4, 2012, if any, to minimize or avoid expenses for the scope of work identified as "significant revisions" to FASR 2.5.1, FASR 2.5.2, and FASR 2.5.4.
- c. Please provide the cumulative total recovered amount through 2012, if any, for the referenced work and/or services associated with FSAR sections, 2.5.1, 2.5.2, and 2.5.4.
- d. Please identify the 2012 true-up amounts in FPL's March 2013 filings, if any, for actions described on page 4 associated with FSAR sections 2.5.1, 2.5.2, and 2.5.4.

A.

- a. FPL has developed and implemented a thorough and judicious process to support the submission of high quality RAI responses and managerial reviews to assess and modify resources as needed. In several specific areas, this process includes a third-party review by entities with subject matter expertise that would be cost prohibitive for FPL to retain on full time staff. Third party reviewers have been in place during the preparation and support of the COLA and has been the subject of annual reviews by the FPSC staff and third party management reviews (Concentric Energy Advisors). This approach was applied to the areas related to FSAR 2.5 (including FSAR 2.5.1, 2.5.2, and 2.5.4). Specifically, in late 2009/early 2010, Geomatrix was added to the FPL review process as a third party subject matter expert to aid in the technical review of FSAR 2.5 and preparation of responses. At the core of this process, FPL contracted with Bechtel to provide RAI analytical and drafting services. Bechtel is a well-qualified and experienced vendor in the field of geology, seismology and geotechnical engineering of nuclear power plants. Bechtel hired a subcontractor to conduct the specialized reviews associated with FSAR 2.5, as well as other areas of the COLA. Incorporation of third party expertise is a normal part of FPL's COLA process. FPL's actions and managerial decisions in this regard have been both reasonable and prudent.

As a result of informal communications with the NRC in early 2012 and following submission of the responses to FSAR 2.5 RAIs in late 2011, FPL took the proactive step of engaging AMEC, the successor to Geomatrix, to conduct additional reviews of the RAI responses with more specific information from the NRC regarding their concerns. AMEC has experience with FL geology and seismicity, was involved in the review for the Duke Levy COL application, and has the technical expertise to perform a credible technical review of Bechtel's (and its subcontractor) responses to the NRC RAI's. AMEC was directed to perform a technical review of a sampling of the RAIs that were submitted to the NRC on behalf of FPL. The first of these reviews were completed in April 2012 and it confirmed that there were areas within the responses that were identified as deficient by the NRC. As a result, Bechtel was directed to revise the FSAR 2.5 RAIs (including those related to FSAR 2.5.1, 2.5.2, and 2.5.4, as identified in the question), and add an independent technical review of its subcontractor's work as part of Bechtel's review and comment process. Further, FPL instituted a second review process that implemented pre-job briefings between FPL, AMEC, and Bechtel in order to ensure that the products produced by Bechtel were of the level of technical detail being requested for NRC review. AMEC was then engaged to perform a full (100%) review of all the FSAR 2.5 RAIs prior to being submitted to the NRC. These reviews were completed in stages (some before the May 4, 2012 letter from the NRC and some after) based on the subject areas of the RAIs with the final report from these reviews being completed in July 2012. Based on the initial sampling review (April 2012) and the full report findings (July 2012), warranty claims were submitted to Bechtel for those RAIs that were deficient and funds associated with those claims withheld.

- b. The actions identified in subpart (a) above were continued after May 4, 2012. In addition, and as the NRC requested in their May 4, 2012 letter, FPL Quality Assurance representatives conducted an audit of FPL management and oversight and quality assurance processes in the areas of Geology, Seismology, and Geotechnical Engineering in connection with the COL. This audit was completed in July 2012 and findings were placed in the FPL corrective action system. In general, the audit determined that FPL had already put the needed corrective actions in place and Bechtel corrective actions were identified. As of January 2013, all corrective actions identified as a result of this audit were completed.
- c. The total actual/estimated amount for the FSAR RAI review conducted by AMEC in April 2012 (finalized in July 2012) included in the April 27, 2012 filing was [REDACTED]. This amount was not recovered in 2012, but was included in FPL's requested recovery amount for 2013. 1
- d. The actual costs for the FSAR RAI reviews incurred in 2012 included in the March 2013 filing totaled approximately [REDACTED]. The true-up amount was therefore approximately [REDACTED]. Approximately [REDACTED] was attributable to subject matter expert (AMEC) performing reviews of the referenced RAIs and approximately [REDACTED] was attributable to FPL performing a QA/QC audit of Bechtel. 2
3
4

There redacted amounts provided in response to this interrogatory are confidential and will be made available to Staff for inspection at FPL's Tallahassee Office at 215 South Monroe Street, Suite 810, Tallahassee, Florida, during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, upon reasonable notice to FPL's counsel.

Q.

FPL discusses a "double review" process on pages 9 and 10 of NRC document number ML12213A403. In NRC document number ML 13044A567, FPL noted it obtained a third party subject matter expert in January of 2012 "to perform a 100% review of all FSAR 2.5 RAI responses for technical adequacy." The document further notes that FPL will retain the additional expertise in place during the remaining COLA review. Thus, to staff, the "double review" process FPL implemented can be viewed as paying twice for the same work product because the effort appears to be undertaken by FPL's COLA contractor and also by the third party subject matter expert.

- a. Are costs for two reviews that result in the same work product included in FPL's 2012 true-up filings?
- b. If so, please state the amounts for the COLA contractor and the subject matter expert and explain why, in this instance, FPL believes incurring costs for two reviews for the remaining COLA review period is prudent.
- c. If not, please clarify the "double review" process regarding the appearance of duplicate efforts and work products by the two contractors.

A.

- a. FPL disagrees with the characterization that it is "paying twice for the same work product". As explained in FPL's response to Staff's Third Set of Interrogatories Nos. 20 and 21, it is FPL's practice to hire third party subject matter experts to conduct specialized technical reviews of the COLA contractor's work product. As is done with all COLA work product, FPL reviews the work product for completeness and accuracy, commensurate with its oath and affirmation responsibilities when submitting information to the NRC. In specific areas, such as geology, seismology and geotechnical engineering, FPL does not retain on staff the requisite expertise as it would be inefficient and cost-prohibitive to do so. Therefore the practice of hiring third party subject matter experts is not duplicative and unnecessary as implied above, but a required activity necessary to satisfy its oath and affirmation requirements – an integral part of conducting the COLA review with the NRC.

The costs for the AMEC third party reviews are included in the 2012 true-up filings because they are reasonable, prudent, and necessary to conduct the business of the COLA review. Costs related to warranty claim work being conducted by Bechtel are not included.

- b. Please see FPL's response to Staff's Third Set of Interrogatories No. 20 (d) for the AMEC amount included in the 2012 true-up filing. The warranty claims for Bechtel related to FSAR 2.5 work currently total [REDACTED]. A final determination of any amounts allowed will be made following completion of the work and discussions between Bechtel and its 1

subcontractor regarding warranty claims for the subcontractor's work. This will inform discussions between Bechtel and FPL regarding FPL's warranty claims against Bechtel. Those discussions will center around the work needed to cure the warranty claim provided for in the notification letters from FPL to Bechtel and work that is as a result of continuing interaction with the NRC, as part of their review of the FPL COL.

As described above in subpart (a) above, costs for two independent and qualified reviews are necessary in order to conduct the business of the COLA review and ensure the provision of RAIs that meet the NRC's current expectations. Therefore these costs are reasonable and the decision to incur them is prudent.

- c. Costs for the necessary and appropriate reviews are being incurred by FPL for its engagement of the subject matter expert (AMEC), but not for the warranty work conducted by the COLA contractor (Bechtel). The cost for Bechtel's efforts to cure unsatisfactory work is subject to warranty claim, and, as such, has been withheld from payment. The actual FPL costs for the subject matter experts (AMEC) FSAR RAI review were incurred in 2012 and were appropriately included in the March 2013 filing. The total cost for AMEC services related to FSAR 2.5 reviews in 2012 was approximately [REDACTED].

There redacted amounts provided in response to this interrogatory are confidential and will be made available to Staff for inspection at FPL's Tallahassee Office at 215 South Monroe Street, Suite 810, Tallahassee, Florida, during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, upon reasonable notice to FPL's counsel.

Q.

Please refer to the section titled "Corrective Actions – COLA Contractor" in NRC document number ML13044A567.

- a. Please describe FPL actions, if any, to minimize or avoid incurring these types of expenses before May 4, 2012.
- b. Please describe FPL actions, if any, to minimize or avoid incurring these types of expenses after May 4, 2012.
- c. Please provide the recovered amount through 2012, if any, for the referenced work and/or services.
- d. Please identify the 2012 true-up amounts in FPL's March 2013 filings, if any, for the referenced work and/or services.

A.

- a. FPL and its nuclear contractors maintain an active and robust QA/QC program including corrective action systems. These programs and tools have evolved over many years in the nuclear industry and experience continuous improvement, leveraging the information in local, fleet and industry programs. It is that high level of awareness and culture of continuous improvement that the NRC expects and that FPL requires of its personnel and qualified contractors. For example, a core concept in our fleet is "Prevention, Detection and Correction" (PDC) to describe the three ways to address problems. Our goal is to spend 80 percent of our time in active prevention or detection of problems, minimizing the amount of time in corrective mode.

By actively maintaining these programs to high standards, as is routinely documented, FPL has confidence that the work conducted by its personnel and contractors will meet or exceed NRC requirements. This is the action taken by FPL prior to the May 4, 2012 letter to minimize and avoid incurring costs related to these types of events.

- b. The response in subpart (a) above does not mean however, that those involved are infallible. Issues that were not identified (prevented and detected) in the normal QA oversight and project management activities are quickly identified and corrected through a rigorous review and corrective action process.

In this case, the items under 'Corrective Actions – COLA Contractor' were identified and entered in the COLA contractor corrective action program as part of the FPL QA audit conducted in response to the May 4, 2012 letter. Subsequently FPL QA personnel monitored and audited the progress of closure of the items listed. The QA oversight and project management activities retain the same processes employed prior to the May 4, 2012 letter, but have been improved and enhanced by the corrective actions identified and completed.

- c. As identified in FPL's response to Staff's Third Set of Interrogatories No. 20 (d), approximately [REDACTED] was incurred in 2012 to conduct the QA Audit in response to the May 4, 2012 NRC letter. However, those costs are a part of the FPL QA program, necessary to conduct the business of the COLA review and therefore are reasonable and prudent costs that are required in the course of conducting this type of nuclear licensing work. As explained in FPL's response to Staff's Third Set of Interrogatories No. 20 (c), these costs were not recovered through 2012. 1

The costs associated with licensing engineers attending a technical writing course, however, have not been included, since this is the type training that the licensing engineers receive as part of their job and not specific to the project.

- d. Please see FPL's response to Staff's Third Set of Interrogatories No. 20 (d).

There redacted amounts provided in response to this interrogatory are confidential and will be made available to Staff for inspection at FPL's Tallahassee Office at 215 South Monroe Street, Suite 810, Tallahassee, Florida, during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, upon reasonable notice to FPL's counsel.

Exhibit C

Company: Florida Power and Light Company
Title: FPL's Response to Staff's 2nd Request for Production of Documents (Nos. 2, 6, 7, 9) and Staff's 3rd Set of Interrogatories (Nos. 20, 22, 24)
Docket No.: 130009-EI

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
POD-2 Q&A – Staff's 2 nd POD No. 2	18699 18699	N			
POD-2 EDM Model - High End TP6 - AFUDC only Rev. Req. (without cost recovery rule).XLS	18700 18712	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - High End TP6 - Full Rev. Req. (without cost recovery rule).XLS	18713 18725	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - High End TP7 - AFUDC only Rev. Req. (without cost recovery rule).XLS	18726 18738	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - High End TP7 - Full Rev. Req. (without cost recovery	18739 18751	Y	ALL	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
rule).XLS					
POD-2 EDM Model - Low End TP6 - AFUDC only Rev. Req. (without cost recovery rule).XLS	18752 18764	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - Low End TP6 - Full Rev. Req. (without cost recovery rule).XLS	18765 18777	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - Low End TP7 - AFUDC only Rev. Req. (without cost recovery rule).XLS	18778 18790	Y	ALL	(a), (e)	Steven R. Sim
POD-2 EDM Model - Low End TP7 - Full Rev. Req. (without cost recovery rule).XLS	18791 18803	Y	ALL	(a), (e)	Steven R. Sim
POD-2 Appendix H high end \$5320 per kw.XLS	18804 18814	Y	“Main_Menu” “Input #1 – General – Assumption”	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
		N	<p>“Asset Lives”</p> <p>“Input #3 – Construction Capital”</p> <p>“Calculations #1 – In-Serv. Cost”</p> <p>“Calculations #2 – Rev Req Const”</p> <p>All hidden tabs</p> <p>“Input #2 –Cash Flows”</p> <p>“Appendix H”</p> <p>“cashflow afudc”</p> <p>“CCC TP6”</p> <p>“CCC TP7”</p>		
<p>POD-2 Appendix H low end \$3659 per kw.XLS</p>	<p>18815 18825</p>	Y	<p>“Main_Menu”</p> <p>“Input #1 – General – Assumption”</p> <p>“Asset Lives”</p> <p>“Input #3 – Construction Capital”</p> <p>“Calculations #1 – In-Serv. Cost”</p>	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
		N	"Calculations #2 – Rev Req Const" All hidden tabs "Input #2 –Cash Flows" "Appendix H" "cashflow afudc" "CCC TP6" "CCC TP7"		
POD-6 Q&A - Staff's 2nd POD No. 6.pdf	19535	N			
POD-6 2013 DRAFT - Reserve Margin - for 2013 NCRC (with TP6&7).xls	19536 19540	Y	ALL	(a), (e)	Steven R. Sim
POD-6 2013 DRAFT - Reserve Margin - for 2013 NCRC (without TP6&7) update.xls	19541 19545	Y	ALL	(a), (e)	Steven R. Sim
POD-6 Appendix H high end \$5320 per kw.xls	19546 19556	Y	"Main_Menu" "Input #1 – General – Assumption" "Asset Lives"	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
		N	"Input #3 – Construction Capital" "Calculations #1 – In-Serv. Cost" "Calculations #2 – Rev Req Const" All hidden tabs "Input #2 –Cash Flows" "Appendix H" "cashflow afude" "CCC TP6" "CCC TP7"		
POD-6 Appendix H low end \$3659 per kw.xls	19557 19567	Y	"Main_Menu" "Input #1 – General – Assumption" "Asset Lives" "Input #3 – Construction Capital" "Calculations #1 – In-Serv. Cost" "Calculations #2 – Rev Req	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
		N	Const" All hidden tabs "Input #2 -Cash Flows" "Appendix H" "cashflow afude" "CCC TP6" "CCC TP7"		
POD-6 FC_No TP6&7_HF_E1 - 2063.xls	19568 19590	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_No TP6&7_HF_E2 - 2063.xls	19591 19613	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_No TP6&7_HF_E3 - 2063.xls	19614 19636	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_No TP6&7_LF_E1 - 2063.xls	19637 19659	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_No TP6&7_MF_E1 - 2063.xls	19660 19682	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_No	19683 19705	Y	ALL	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
TP6&7_MF_E2 - 2063.xls					
POD-6 FC_No TP6&7_MF_E3 - 2063.xls	19706 19728	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_HF_E1 - 2063.xls	19729 19751	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_HF_E2 - 2063.xls	19752 19774	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_HF_E3 - 2063.xls	19775 19797	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_LF_E1 - 2063.xls	19798 19820	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_MF_E1 - 2063.xls	19821 19843	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_MF_E2 - 2063.xls	19844 19866	Y	ALL	(a), (e)	Steven R. Sim
POD-6 FC_TP6&7_MF_E3 - 2063.xls	19867 19889	Y	ALL	(a), (e)	Steven R. Sim
POD-6 NCRC 2013 Turkey Point 6&7 Transmission Analysis SF Area update.xls	19890 19897	Y	ALL	(a), (e)	Steven R. Sim

Document	Bates No.	Conf. Y/N	File Tab or Line No./Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
POD-7 Q&A - Staff's 2nd POD No. 7.pdf	19898	N			
POD-7 2013 EDM version (SE Fla Transmission TP6&7).xls	19899 19910	Y	ALL	(a), (e)	Steven R. Sim
POD-7 NCRC 2013 Turkey Point 6&7 Transmission Analysis SF Area update.xls\	19911 19918	Y	ALL	(a), (e)	Steven R. Sim
POD-9 APOG CE Screening Log 5- 28-2013.pdf	19920 19928	Y	ALL	(a), (e)	Steven D. Scroggs
FPL's Response to Staff's 3 rd Set of Interrogatories No. 20	NA	Y	Page 2 Lines 1- 4	(d), (e)	Steven D. Scroggs
FPL's Response to Staff's 3 rd Set of Interrogatories No. 22	NA	Y	Page 1 Line 1 Page 2 Line 1	(d), (e)	Steven D. Scroggs
FPL's Response to Staff's 3 rd Set of Interrogatories No. 24	NA	Y	Page 2 Line 1	(d), (e)	Steven D. Scroggs

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Power Plant Cost)
Recovery Clause)

DOCKET NO. 130009-EI

STATE OF FLORIDA)
MIAMI-DADE COUNTY)

AFFIDAVIT OF STEVEN D. SCROGGS


BEFORE ME, the undersigned authority, personally appeared Steven D. Scroggs who, being first duly sworn, deposes and says:

1. My name is Steven D. Scroggs. I am currently employed by Florida Power & Light Company ("FPL") as Senior Director, Project Development. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C and the documents that are included in FPL's Request for Confidential Classification concerning information provided in response to Staff's Second Request for Production of Documents and Third Set of Interrogatories, for which I am identified on Exhibit C as the affiant. The documents and materials that I have reviewed contain proprietary confidential business information, including information concerning bids or contractual data and information related to competitive interests. Disclosure of this information would violate FPL's contracts with others, work to the detriment of FPL's competitive interests, impair the competitive interests of the provider of the information and/or impair FPL's efforts to enter into contracts on commercially favorable terms. Also included is a document containing trade secrets. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of not less than 18 months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Affiant says nothing further.


Steven D. Scroggs

SWORN TO AND SUBSCRIBED before me this 26th day of July 2013, by Steven D. Scroggs, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.


Notary Public, State of Florida

My Commission Expires:



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Power Plant Cost)
Recovery Clause)

DOCKET NO. 130009-EI

STATE OF FLORIDA)
MIAMI-DADE COUNTY)

AFFIDAVIT OF STEVEN SIM

BEFORE ME, the undersigned authority, personally appeared Steven Sim who, being first duly sworn, deposes and says:

1. My name is Steven Sim. I am currently employed by Florida Power & Light Company ("FPL") as Senior Manager, Integrated Resource Planning. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C and the documents that are included in FPL's Request for Confidential Classification concerning information provided in response to Staff's Second Request for Production of Documents and Third Set of Interrogatories, for which I am identified on Exhibit C as the affiant. The documents and materials that I have reviewed contain proprietary confidential business information, including competitively sensitive information and trade secrets. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

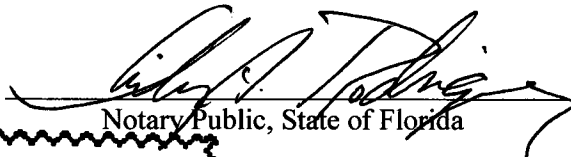
3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of not less than 18 months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Affiant says nothing further.



Steven Sim

SWORN TO AND SUBSCRIBED before me this 26th day of July 2013, by Steven Sim, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.


Notary Public, State of Florida

My Commission Expires:

