



AIRBORNE EXPRESS

June 30, 1994

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
Fletcher Building  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

ORIGINAL  
FILE COPY

Re: Request for Confidential Classification of Certain Material  
Obtained by the Staff as part of its Fuel Audit of FPL  
Docket No. 940001-BI

Dear Ms. Bayo:

Please find enclosed an original and fifteen copies of FPL's Request for Confidential Classification of Certain Material Obtained by the Staff as Part of its Fuel Audit of FPL. Please note that only the original filing contains Attachments A and C. Attachments A and C contain confidential information and have been placed in a sealed envelope marked "Confidential" and, therefore, should be handled as confidential information in accordance with Rule 25-22.006, F.A.C. The other fifteen copies do not include Attachments A and C and, therefore, do not require special handling.

In addition, the Affidavit of Daniel C. Poteralski (identified as Attachment G) is a signed and notarized faxed copy. The original signed and notarized affidavit will be filed shortly with the Commission and should be substituted for the faxed copy.

Also enclosed, per your request, is a word processing disc, formatted in 5.2, containing information pertinent to this filing.

Please return a file stamped copy of this letter to me in the stamped, self-addressed envelope provided herein. If you have any questions regarding this filing, please call me at (305) 552-2724.

Sincerely,

06018-94

*Steve H. Feldman*  
Steven H. Feldman  
Attorney

SHF:sk

Enclosures  
shf\5\conf.ltr

RECEIVED & FILED

29  
EPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

06504 JUL-1 1994

FPSC-RECORDS/REPORTING

ORIGINAL  
FILE COPY

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In the Matter of Florida Power )  
& Light Company's Request for )  
Confidential Classification in the )  
Fuel and Purchased Power Cost )  
Recovery Clause and Generating )  
Performance Incentive Factor )

Docket No. 940001-EI

**REQUEST FOR CONFIDENTIAL CLASSIFICATION OF CERTAIN  
MATERIAL OBTAINED BY THE STAFF AS PART OF ITS FUEL AUDIT OF FPL**

COMES NOW Florida Power & Light Company (hereinafter FPL) and files  
its Request for Confidential Classification of Certain Material Obtained by the Staff as Part  
of its Fuel Audit of FPL in accordance with Florida Administrative Code (F.A.C.) Rule 25-  
22.006, Confidential Information and §366.093, Florida Statutes. FPL further states:

1. Petitioner's name and address is:

Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

Orders, notices and other pleadings relevant hereto should be served on:

Steven H. Feldman  
LAW/GO - Room No. 6528  
P.O. Box 029100  
Miami, FL 33102-9100

DOCUMENT NUMBER-DATE  
06504 JUL-1 8  
FPSC-RECORDS/REPORTING

2. The Staff completed its 1994 fuel audit of FPL. During the audit, the Staff requested access to confidential information relating to the purchase of fuel oil and nuclear fuel fabrication services. FPL seeks confidential treatment of those Staff workpapers derived from these documents. During the course of the audit, FPL filed several Notices of Intent to preserve the temporary confidential nature of these documents.

3. Attached to this request and incorporated herein by reference are the following documents:

Attachment A)

A highlighted copy of Staff's notes and workpapers related to the purchase of fuel oil. This Attachment is to be considered confidential. It is only being provided to the Commission in a sealed envelope marked "confidential."

Attachment B)

A redacted copy of Attachment A in which the highlighted fuel oil information has been masked.

Attachment C)

A highlighted copy of Staff's notes and workpapers related to the purchase of nuclear fuel fabrication services. This Attachment is to be considered confidential. It is only being provided to the Commission in a sealed envelope marked "confidential."

Attachment D)

A redacted copy of Attachment C in which the highlighted nuclear fuel fabrication information has been masked.

Attachment E)

A line-by-line justification matrix for treating Attachments A and C confidential and providing for declassification dates.

Attachment F) The Affidavit of Eugene Ungar in support of the confidential nature of fuel oil contractual information.

Attachment G) The Affidavit of Daniel C. Poteralski in support of the confidential nature of nuclear fuel fabrication agreements.

4. FPL seeks confidential classification of the fuel oil pricing information and associated Staff notes and workpapers derived therefrom which are identified and highlighted in Attachment A.
5. FPL seeks confidential treatment of the fuel oil pricing information and associated Staff workpapers pursuant to §366.093(3)(d) and (e) F.S. which provides that "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" and "information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information" are considered proprietary confidential business information.
6. To establish that material is proprietary confidential business information under §366.093 (3) (d) or (e), F.S., a utility must demonstrate (1) that the information is contractual data or related to competitive interest, and (2) that the disclosure of the data would impair the efforts of the utility to contract for goods or services on favorable terms or impair the competitive business of the provider of the

information. The Commission has previously recognized that this latter requirement does not necessitate the showing of actual impairment or the more demanding standard of actual adverse results; instead, it must simply be shown that disclosure is "reasonably likely" to impair the contracting for goods or services on favorable terms or impair the competitive business of the provider of the information. See Order No. 17046, at pages 3 and 5.

7. The price that FPL pays for fuel oil is established by contract and hence, is contractual data. Therefore, the first standard of the above test has been met. The second standard of the test is met by the Affidavit of Eugene Ungar (identified as Attachment F). As discussed in the Ungar Affidavit, the disclosure of the price for which FPL purchases fuel could impair FPL's ability to contract for fuel oil on terms most favorable to its ratepayers in the future and could disadvantage the fuel oil vendor by revealing to their competitors information on the nature of their business operation and production cost of fuel. In addition, the fuel oil contracts provide that the terms of the contract will be kept confidential. Moreover, the Commission has routinely granted confidential treatment for this same type of fuel oil information in FPL's monthly fuel reports (FERC Form 423).

8. Redacted copies of Attachment A (identified hereto as Attachment B) and a line-by-line justification matrix for Attachment A (identified hereto as Attachment E) are attached hereto.
  
9. FPL also seeks confidential classification of the nuclear fuel fabrication pricing information and associated Staff notes and workpapers derived therefrom which are identified and highlighted in Attachment C.
  
10. FPL seeks confidential treatment of the nuclear fuel fabrications pricing information and associated Staff workpapers pursuant to §366.093(3)(d) and (e) F.S. which provides that "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" and "information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information" are considered proprietary confidential business information.
  
11. As previously noted, to establish that material is proprietary confidential business information under §366.093 (3) (d) or (e), F.S., a utility must demonstrate (1) that the information is contractual data or related to competitive interest, and (2) that the disclosure of the data would impair the efforts of the utility to contract for



goods or services on favorable terms or impair the competitive business of the provider of the information.

12. The price that FPL pays for fuel fabrication services is established by contract and hence, is contractual data. Therefore, the first standard of the above test has been met. The second standard of the test is met by the Affidavit of Daniel C. Poteralski (identified as Attachment G). As discussed in the Poteralski Affidavit, the disclosure of the nuclear fuel fabrication pricing information could impair FPL's ability to contract for nuclear fabrication services on terms most favorable to its ratepayers in the future and could disadvantage the nuclear fuel fabrication service vendors by revealing to their competitors information on the nature of their business operation and production cost of nuclear fuel fabrication services. Moreover, the fuel fabrication contract provides that the information will be kept confidential.
13. Redacted copies of Attachment C (identified hereto as Attachment D) and a line-by-line justification matrix for Attachment C (identified hereto as Attachment E) are attached hereto.
14. In applying the statutory standards delineated in paragraphs 6 and 11, the Commission is not required to weigh the merits of public disclosure relative to the

interests of utility customers. The issue presented to the Commission, by this pleading, is whether the information sought to be protected fits within the statutory definition of proprietary confidential business information, as set forth in §366.093, F.S. If the information is found by the Commission to fit within the statutory definition, then it should be classified as confidential, be treated in accordance with Rule 25-22.006, F.A.C. and be exempt from §119.07(1), F.S.

15. FPL requests that the fuel oil contract information should not be declassified for at least a period of eighteen (18) months. This is the period of time that the fuel oil contracts are in effect. Disclosure prior to the identified date of declassification could impair FPL's ability to negotiate favorable future fuel oil contracts to the detriment of FPL's ratepayers. The confidential material (identified as Attachment A) should be returned to FPL when the Commission no longer needs the information to conduct its business in accordance with §366.093(4), F.S.
  
16. FPL requests that the nuclear fuel fabrication information not be declassified until December 31, 2009. The contract provides that the confidentiality requirement shall apply for six (6) years after delivery of the last reload region delivered under this contract, which is December, 2009. Disclosure prior to the identified date of declassification could impair FPL's ability to negotiate favorable future nuclear fuel fabrication service contracts to the detriment of FPL's ratepayers. The confidential



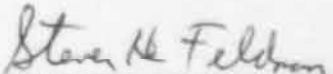
material (identified as Attachment C) should be returned to FPL when the Commission no longer needs the information to conduct its business in accordance with §366.093(4), F.S.

17. The material contained in Attachments A and C is intended to be and is treated by FPL as confidential, and has not otherwise been publicly disclosed to the best of FPL's knowledge and belief.

WHEREFORE, FPL respectfully requests that the Commission find that the material identified as Attachments A and C are proprietary confidential business information pursuant to §366.093, F.S., and classify the material as confidential information in accordance with Rule 25-22.006, F.A.C., as amended.

Respectfully submitted,

Date: June 30, 1994

  
\_\_\_\_\_  
Steven H. Feldman, Esq.  
Attorney  
Florida Power & Light Company  
P.O. Box 029100  
Miami, FL 33102-9100  
(305) 552-2724  
Florida Bar No. 0369181

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Florida Power & Light Company's Request for Confidential Classification of Certain Material Obtained by the Staff as Part of its Fuel Audit of FPL without Attachments A and C were provided by first class mail service to Ruth Young, Kathy Welch, and Raymond Grant at the Florida Public Service Commission, Miami District Office, Suite 400, 3625 N.W. 82nd Avenue, Miami, Florida 33166 on this the 30th day of June, 1994.

Steven H. Feldman  
Steven H. Feldman, Esq.



Notes from ~~Physical~~ Contract

- 1) Contract FPL with Enjet, Inc (Houston, Texas)
- 2 Dated Sept 16, 1993
- 3 Definitions
- 4 Contract Month: 1<sup>st</sup> day of calendar month
- 5 to 15<sup>th</sup> day of subsequent calendar month
- 6 Contract Price - For each barrel, formula
- 7 price is in Section 9.0 which is added
- 8 to transport charge if applicable.
- 9 Contract Year: Sept 16 thru Sept 15
- 10 of following yr. First Contract yr
- 11 Sept 16, 1993
- 12 Product: No. 6 fuel
- 13 Quality Specs: Set forth in Attached I
- 14 Transport Charge: Seller's Charge for
- 15 transport Product from the loading
- 16 port to the Delivery Port specified in
- 17 Attached II, or transport charge agreed to
- 18 by the Parties for a different Delivery Port

- 1 19
- 2 20
- 3 21
- 4
- 5
- 6
- 7
- 8
- 9

EDITED COPY

1 Contract FPC Jones Petroleum, Inc.

2 dated May 4, 1992

3 & Amendment extended to Apr 30, 1994

4  
5 Contract Year: May 1 - Apr 30

6  
7 Product: No 6 Fuel Oil

① 8

② 9

11

③ 12

④ 13

⑤ 14

⑥ 15

⑦ 16

17

18 Quality - Analyzed at Loading Port

17 by inspector selected by "Seller"

20 FPC inspector will get samples at Delivery

21 Port

22 Delivery: Seller will deliver at Seller

23 to FPC delivery ports

24

25 Price & Payment

26 Section 9 - Comments of Discrepancy & Price



EDITED COPY

Phibro Energy USA, Inc

2 Date ~~Sept 2, 1992~~ dd, May 1, 1992

3 Term: May 1, 1992 - April 30, 1994

4 Product: # 6 fuel

5

6 Term: was 2 yrs; 1 yr thereafter by mutual agreement

7

① 8

9

10 Title: passes at point of discharge

11

12 Quality: \* seller utilize licensed petroleum inspector

13

\* " provides certified copy of quality spec.

14

at completion of loading

15

16 Delivery: \* FPL nominates port

17

\* Seller notifies FPL of vessel departure

18

\* Temp min 105°F; max 140°F

19

20 Price & Payment:

21

\* shall be based on sulfur grade

22

23

24 Indemnity:

25

\* independent contractor not subcontractor

26

\* seller assumes 3<sup>rd</sup> party liabilities

27

\* seller will inspect for hazardous substances





EDITED COPY

COMPANY: FPL  
 TITLE: SAMPLE OF FUEL TRANSACTIONS SELECTED BY AUDIT ANALYZER  
 PERIOD: 12 MONTHS ENDED MARCH 31, 1994  
 MONITOR: RAYMOND GRIFF  
 DATE: 5-27-94  
 WP: 43

*rev  
4/6/94*

FUEL TYPE	PLANT NUMBER	ACCOUNT NUMBER	SOURCE CODE	UNIT NO	QUANTITY	AMOUNT	VENDOR	DOC.	DATE	LOCATION	DESCRIPTION	1	2	3	4	5
	2	27002	150010	59	0	1,353		24	5-05-93	9770 CORR. & ADJ TO RECORDED FPL'S SHARE OF SCHREER -4	CURRENT MONTHS RECEIPTS BY DISTILLATE OIL	X	X	X	N/A	
	0	13008	151	51				9005	4-14-93	975 TO RE-ENTER TRANSACTIONS REJECTED BY LFAPS DUE TO LACK OF ESTIMATES		X	X	X		
	1	7	151	51				90001	7-13-93	975 TO CORRECT LFAPS ONLY, SCHEDULE 4-6 FOR 5-93 IS PURCHASES ARE OVERSTATED.		X	X	X		
	1	17001	151	50		17		17	6-2-93	9750 PLANT TO PLANT FUEL INVENTORY TRANSFER		X	X	X	N/A	
	5	27006	151	59		13,524		20	6-3-93	9750 CORR. & ADJ TO RECORDED FPL'S SHARE OF SCHREER -4	CURRENT MONTHS RECEIPTS OF COAL	X	X	X	N/A	
	0	7009	151	51				587	5-15-93	975 *						
	4	8007	547.12	11	5	(138,794)		601	6-30-93	9080 TO RECORD ADJ. FOR MAY '93 CONSUMPTION AT THE LAUDERDALE REPOWERING PROJECT DUE TO REVISION OF INTERCHANGE ENERGY SALES REPORTED BY INTERCHANGE OPERATIONS.		X	X	X	N/A	
	6	11023	151	51				4637	6-4-93	975 *						
	0	12002	501.11	11		94	FUEL REQUISITION	613	7-2-93	9240 ROB -PROPANE UNIT 3		X	X	X	N/A	
	0	26007	501.111	11	2	87	FUEL REQUISITION	616	7-2-93	9250 ROS -PROPANE UNIT 2		X	X	X	N/A	
	1	26001	151	51			PHIBRO ENERGY USA, INC	5146	7-7-93	975		X	X	X	N/A	
	2	17001	151	51				4706	6-22-93	975 *						
	4	12004	151	51		780,651		4305	8-2-93	9750 SEE NOTE 1		X	X	X	N/A	
	4	16005	151	51		972,001		4305	8-2-93	9750 SEE NOTE 1		X	X	X	N/A	
	0	7009	151	51		200	SUBURBAN PROPANE	4158	8-2-93	9750 TANK CHANGE OUT GAS IN TANK		X	X	X	X	
	1	2	151	59		2,000		18	9-2-93	9750 ADJUSTMENT TO TRANSFER NON-RECOVERABLE OIL FROM PORT EVERGLADES TO FUEL RESOURCES. THIS ENTRY ALLOWS FPL TO PASS THE NON-RECOVERABLE OIL THROUGH THE FUEL CLAUSE FFSC ORDER 13092		X	X	X	N/A	
	1	4009	151	59		(2)		4146	9-2-93	9750 *						N/A
	1	7007	151	51				3655	7-20-93	975 *						N/A
	1	12001	151	51			PORT EVERGLADES AUTHORITY	4187	8-25-93	975		X	X	X	X	
	1	13007	151	51			CANNONVAL PORT AUTHORITY	4166	8-10-93	975		X	X	X	X	
	1	17002	151	51				4690	8-9-93	975 *						N/A
	1	17002	151	51		115,313	PHIBRO ENERGY USA, INC	251	8-2-93	975 115312.85 BBL & USD 413.36/BBL, TRANSPORTATION TO PORT MANATEE 4.58/BBL, FL. WATER QUAL/CORSTAL PROTEC 4.07/BBL		X	X	X	X	
	3	8011	151	59		(244)		15	08-23-93	9750 ADJUSTMENT TO TRANSFER NON-RECOVERABLE JET FUEL TO FUEL RESOURCES THIS ENTRY ALLOWS FPL TO PASS THE NON-RECOVERABLE OIL THROUGH THE FUEL CLAUSE FFSC ORDER 13092		X	X	X	N/A	
	1	17002	151	51		117,000	RIO ENERGY INTERNATIONAL	4937	10-1-93	9750		WX	X	X	X	
	1	18409	151	51			CALEB BRETT	5290	9-27-93	975		X	X	X	X	
	0	8007	547.12	11								X	X	X	N/A	
	0	7009	151	51								X	X	X	N/A	

*See page 2 for Attachments*

*3.9*

EDITED COPY  
 EDITED COPY

CONTRACT: FPL  
 TITLE: SAMPLE OF FUEL TRANSACTION SELECTED BY AUDIT ANALYST  
 PERIOD: 12 MONTHS ENDED MARCH 31, 1994  
 AUDITOR: RAYMOND GRANT  
 DATE: 5-27-94  
 WP: 43

*Handwritten:* 6/6/94

Fuel Type	Plant	REL. NUMBER	SCOPE CODE	UNIT	Quantity	UNIT	VENUE	DOC.	DATE	LOCATION	DESCRIPTION	1 2 3 4 5
1	4400	151	51		74,770		CONSTN. FUEL PURCHASING		22 10-17-93		\$75 PURCHASED 74,770.00 BBL'S OF NG FUEL GAS	X X X X
5	27006	154	59		94,079		FPL/SCHNEIDER		22 11-3-93			
8	11023	151	54		3,454		ENTRIM. ENERGY SERVICES IN		247 10-4-93			X X X
1	12004	151	54						2425 11-15-93			
1	70004	504	111	11	139,362		FUEL REQUESTION		1119 12-2-93		5250 REC FROM TURNER POINT UNIT #1 UNIT 2	X X X X X
3	12000	547	11	12	15		FUEL REQUESTION		1117 12-2-93		5250 REC FROM PORT CHARLES UNIT #12 CHANGING FUEL - P&G	X X X X X
1	12042	154	59						15 11-20-93		5250 ADJUST. EXPENSE OF FT LAUDERDALE LATERAL GAS PIPELINE EMPLG	X X X X X
1	12002	154	59						15 1-2-94		5250 EMISSION FEES	X X X X X
1	7004	504	112	11	124,775		NATURAL GAS REQUESTION		5162 12-29-93		5070 REC FROM SAMPSON UNIT #4	X X X X X
1	70005	154	59		(125,202)		FPL/SCHNEIDER		15 1-5-94		5270 TO RECORD FPL'S P&G OF SCHNEIDER - 4 CURRENT MONTHS RECEIPTS	X X X X X
1	11023	151	54		3,650		ENTRIM. ENERGY SERVICES IN		2300 1-2-94		5250	X X X X
1	12002	154	59		118,925		PRISM ENERGY, USA INC		264 12-29-93		525 -	X X X X
1	7000	151	54						1645 2-8-94		525 *	
1	1027	154	59		(1,022)		FUEL PLANT TO PLANT TRANSFER		15 2-1-94		5250 ADJUSTMENT TO RECORD TRANSFER OF FUEL FROM	X X X X X
1	12025	154	59		(2,822)		FUEL PLANT TO PLANT TRANSFER		15 2-1-94		5250 ADJUSTMENT TO RECORD TRANSFER OF FUEL FROM	X X X X X
1	1041	547	11				FUEL REQUESTION		215 1-1-94		5040 LAUDERDALE PLANT	X X X X X
1	5040	547	11		222,916		NATURAL GAS REQUESTION		5202 2-29-94		5250 REC FROM PUTMAN	X X X X X
1	10045	547	122	11			FUEL REQUESTION		211 2-29-94		5250 ADJUST. EXP. OF THE NORTON GAS PIPELINE TO EL REC. THROUGH S&H	X X X X X
5	27006	154	59		(113,092)		CORRECTION & ADJUSTMENT		25 4-5-94		FUEL PLANT	
1	12000	154	59		(3,642)				18 4-1-94		5270 ADJ. TO RECORD FPL'S 12,29252 PORTION OF COAL AT SCHNEIDER P&G	X X X X X
					4,849,636						5250 ADJUSTMENT TO RECORD TRANSFER OF FUEL FROM	X X X X X

Attributes

- (1) Audit Analyser Information agrees with UAMS transaction register
- (2) Audit Analyser Information and UAMS fuel transaction register agree with source documentation
- (3) Proper approval
- (4) Transactions charged to the proper account
- (5) Invoice traced to PMS system which shows when the invoice was paid. The Source Code 54 which are receipts and which are not accurate were located. This also shows if a discount is offered on the invoice and if it was taken.

(SCHEDULE OF NATURAL GAS PURCHASES) IN L/S OF THE FUEL MANAGEMENT REPORTING UNIT A REC-UP @ LAUDERDALE AND P&G @ AND THE ACTUAL QUANTITY DEMAND, AS REPORTED BY THE PLANTS TO FPL'S AT LAUDERDALE OF 504,527.34 PER ACTUAL INVOICE ACCOUNT FOR 1993 AND MADE TO REFLECT THE REDUCTION IN UNIT PRICE

*Handwritten:* 43-11

*Handwritten:* 6/2/94







1  
2  
3

SLZ - CY8

FDB  
POISONS  
ENG

# FPL FUELS INC EDITED COPY NUCLEAR FUEL INVOICE

Transmittal #

Vendor: ABBICE

Purchase Order Number: B88636-90041

B. L. Number: N/A

Invoice Number: 3008100M

Invoice Date: 9/20/93

Wire Transfer  ERK

*Please wire transfer payment!*

Plant: FSL-2

Cycle: 8

Pay On: 10/28/93 - ERK DUE DATE

IS 60 DAYS FROM FPL RECEIPT OF INVOICE (09/28/93).



Approved By: _____	DATE: _____	Approved By: <u>E. K. ...</u>	DATE: <u>9/23/93</u>
Approved By: <u>Juan M. ...</u>	DATE: <u>9/23/93</u>	Approved By: <u>OC Poduvalter</u>	DATE: <u>9/23/93</u>

	Amount Distribution						Dollars	Description
4	W	1707	E	76	A	120610	L 915 X 602	FABR PSL 2.8
5	W	1707	E	76	A	120610	L 915 X 602	POIS
6	W	1707	E	76	A	120610	L 915 X 602	ENG
	W		E	A			L X	
7	W		E	A			L 921 X	
	W		E	A			L X	

432  
4-2  
2

## NUCLEAR FUEL INVOICE (1)





SEA BROWN BOVERI  
 Post Office Box 500  
 Windsor, Connecticut 06095-0500

ORIGINAL

Received 7/20/93 *ELK*  
 EDITED COPY

IN SUBMITTING OR CORRECTING THIS INVOICE

INVOICE NO. 3008100M

SOLD  
 TO

ATTN: MR. G. T. ZAMRY - JPN - JB  
 FLORIDA POWER & LIGHT COMPANY  
 700 UNIVERSE BLVD.  
 P.O. BOX 14000  
 JUNO BEACH, FLORIDA 33408-0420

WORK PERFORMED FOR:  
 FLORIDA POWER & LIGHT  
 ST. LUCIE UNIT NO. 2

PROJECT MANAGER: J. M. BETANCOURT  
 (203) 285- 4125

YOUR ORDER NUMBER	REQ NO	OUR CONFIR NO 17887	INVOICE DATE 20-SEP-93	INVOICE NO 3008100M	TWO-BA-BA
SHIP FROM AND VIA				MISC REFERENCE 1002510-999999	
We certify with respect to the production of the articles and/or the performance of the services covered by this invoice we have fully complied with all pertinent and appropriate Federal, State and/or local laws and any regulations or orders issued thereunder.					

ST. LUCIE UNIT #2 - BATCH K - PRELIMINARY BILLING

1 SCHEDULE A (ATTACHED)

*pg 3*

2 SCHEDULE B (ATTACHED)

*pg 4*

3 AMOUNT OF THIS INVOICE

-----

TERMS: NET CASH DUE NOVEMBER 20, 1993

PLEASE REMIT TO:

ABB NUCLEAR POWER - FUEL  
 ACCOUNT NO. 45290  
 SE BANKEN, NYC, NY  
 REF: NUCLEAR FUEL & INVOICE NO.

(2)

EDITED COPY



SEA BROWN BOVERI  
Post Office Box 500  
Windsor, Connecticut 06095-0500

IN REMITTING OR CORRESPONDING PLEASE SHOW

INVOICE NO. 3008100M

SCHEDULE A

SOLD  
TO

ATTN: MR. G. T. ZAMRY - JPN - JB  
FLORIDA POWER & LIGHT COMPANY  
700 UNIVERSE BLVD.  
P.O. BOX 14000  
JUNO BEACH, FLORIDA 33408-0420

YOUR ORDER NUMBER	REQ NO	OUR CONTR NO 17887	INVOICE DATE 20-SEP-93	INVOICE NO 3008100M	FORM-8A-8A
SHIPPED FROM AND VIA				MISC REFERENCE 1002510 - 999999	
We certify with respect to the production of the articles and/or the performance of the services covered by this invoice we have fully complied with all pertinent and appropriate Federal, State and/or local laws and any regulations or orders issued thereunder.					

ST. LUCIE UNIT #2-BATCH K - PRELIMINARY BILLING

BASE PRICE FOR 72 FUEL ASSEMBLIES

- 1 28,000 KGS URANIUM @ PER KG URANIUM ✓
- 2 BASE REGION CHARGE ✓
- 3 464 POISON RODS @ PER ROD ✓
- LONG END CAP DEBRIS RESISTANT DESIGN:
- 4 28,000 KGS URANIUM @ PER KG URANIUM ✓
- 5 464 POISON RODS @ PER ROD ✓
- 6 BASE PRICE SUBJECT TO PRICE ADJUSTMENT ✓



SEA BROWN BOVERI  
Post Office Box 500  
Windsor, Connecticut 06095-0500

EDITED COPY

IN REMITTING OR CORRESPONDING PLEASE SHOW

INVOICE NO. 3008100M

PAGE 2 OF 2

SCHEDULE B

SOLD  
TO

ATTN: MR. G. T. ZAMRY - JPN - JB  
FLORIDA POWER & LIGHT COMPANY  
700 UNIVERSE BLVD.  
P.O. BOX 14000  
JUNG BEACH, FLORIDA 33408-0420

YOUR ORDER NUMBER	REG NO	PLR CONTR NO 17887	INVOICE DATE 20-SEP-93	INVOICE NO 3008100M	SWD-BA-SA
SHIP FROM AND VIA				MISC REFERENCE 1002510 - 999999	
We certify with respect to the production of the articles and/or the performance of the services covered by this invoice we have fully complied with all pertinent and appropriate Federal, State and/or local laws and any regulations or orders issued thereunder.					

1

TOTAL FROM PAGE 1

LABOR

PRIMARY METAL INDUSTRIES - SIC -33 (50%)  
"EMPLOYMENT AND EARNINGS"  
BASE INDEX - FEB 1986

07/93 INDEX 14.09 (P) ✓  
BASE INDEX 11.93 ✓  
 $\frac{2.16}{11.93} = 18.11\%$  ✓

2

x 50% = x 18.11%

ENGINEERING AND ARCHITECTURAL SERVICES - SIC 871 (90%)  
"EMPLOYMENT AND EARNINGS"  
BASE INDEX - FEB 1986

05/93 INDEX 16.31 (P) ✓  
BASE INDEX 12.81 ✓  
 $\frac{3.50}{12.81} = 27.32\%$

3

x 90% = x 27.32%

4

TOTAL FOR SCHEDULE B

4



SEA BROWN BOVERI  
Post Office Box 500  
Windsor, Connecticut 06095-0500

EDITED COPY

IN REMITTING OR CORRESPONDING PLEASE SHOW

INVOICE NO. 3008100M

PAGE 1 OF 2

SCHEDULE B

SOLD  
TO

ATT: MR. G. T. ZAMRY - JPN - JB  
FLORIDA POWER & LIGHT COMPANY  
700 UNIVERSE BLVD.  
P.O. BOX 14000  
JUNO BEACH, FLORIDA 33408-0420

YOUR ORDER NUMBER	LINE NO	OUR CONTR NO	OFFICE DATE	OFFICE NO	FORM NO
		17887	20-SEP-93	3008100M	
SHIPPED FROM AND VIA				MISC REFERENCE	
				1002510 - 999999	
We certify with respect to the production of the articles and/or the performance of the services covered by this invoice we have fully complied with all present and appropriate Federal, State and/or local laws and any regulations or orders issued thereunder.					

PRELIMINARY PRICE ADJUSTMENT

MATERIAL

STEEL MILL PRODUCTS - CODE 1017 (20%)  
"PRODUCER PRICE INDEXES"  
BASE INDEX - FEB 1986

07/93 INDEX 108.4 (P) ✓  
BASE INDEX 99.2 ✓  
 $9.2 / 99.2 = 9.27\%$

1                    x 20% =                    x 9.27%

INDUSTRIAL COMMODITIES (20%)  
"PRODUCER PRICE INDEXES"  
BASE INDEX - FEB 1986

07/93 INDEX 119.5 (P) ✓  
BASE INDEX 102.1 ✓  
 $17.4 / 102.1 = 17.04\%$

2                    x 20% =                    x 17.04%

3                    TOTAL TO PAGE 2

5





- 1 In addition, /rod for poisona (B,C) for Region J and the base region charge of agrees with contract commitments.

**Attachment IV-Debris Resistant Fuel Design Proposal (F2-91-022)**

- 2 Modification of Cycle 7 fuel rods was formally proposed by FPL May 26, 1989 to eliminate debris fretting fuel rod failures at the lower spacer grid. Since that time, the base price fabrication adder was /kgU and the B,C Burnable absorber rod adder was : /rod. (Reference ABB/CE Invoice NE-4790 issued 7/15/90 for additional detail)

Price charged by CE for Debris Resistant Design was as ~~authorized~~.

**Attachment V-Contractual Base Price Adjustments**

Article 13.1.2 of the Fuel Fabrication contract for St. Lucie Unit 2 specifies the following provisions for price adjustments to Fabrication and Engineering:

A. Fabrication

$$P = P^0(0.10 + 0.50 \frac{LI}{BLI} + 0.20 \frac{MI1}{BMI1} + 0.20 \frac{MI2}{BMI2})$$

B. Engineering

$$P = P^0(0.10 + .90 \frac{LI2}{BLI2})$$

Indices are defined as follows and based on the month in which delivery of fuel is completed:

- LI, Labor Index (SIC 33) (4/92)
- LI2, Labor Index (SIC 891)(4/92)
- MI1, Material Index (Code 1017)(4/92)
- MI2, Material Index (Industrial commodities)

Article 13.1.2 identifies the Base Month for price adjustment as February, 1986 (Attachment III), however (FRN-89-651) establishes the base price indices to 11.93 for SIC 33, 12.81 for SIC 891, 99.2 for Code 1017 and 102.1 for Industrial Commodities due to index revisions. Base indices used by ABB/CE are correct.

*for discussion with JMB 9/21/93  
(was used since it was the most recent available) rather than*  
The index for Engineering and Architectural services SJC 871 used by CE (May 1993) is not correct. ~~The July 1993 should have been used in the computation.~~ Since this is a preliminary invoice and will be adjusted when final indices and quantities are available, the invoice is being processed.

The other preliminary indices used by CE were verified with the Bureau of Labor Statistics (September 21, 1993). See Attachment V.

Charges and dates have been verified - PAY INVOICE



BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHKD. BY \_\_\_\_\_ DATE \_\_\_\_\_



SHEET NO. \_\_\_\_\_ of \_\_\_\_\_

JECT NO. \_\_\_\_\_

FAB

- 1 BASE FAB
- 2 LONG END CAPS
- 3 ESCALATION

4 TOTAL

POIS

- 5 BASE POIS
- 6 LONG END CAP
- 7 ESCALATION

8 TOTAL

ENG

- 9 BASE REGION

10  
11 TOTAL

ABC

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x 1/2 199

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Project Name : FP&L02-K:T&M EXTRAS  
Project Number : 2001450  
Project Organisation: PC3xx - NUCLEAR FUEL

Invoice Number : 3008298  
Customer : FLORIDA POWER & LIGHT CO.  
Invoice Comment :

Agreement Number: NF-92-002  
Invoice Amount : 39,971.00

Line	Task Number	Invoice Line Description				Invoice Line Amount				
1	DEREDE	ABB Personnel	ENGINEERING	DEREDE	DEREDE		39,971.00			
	Employee Name	Number	Org	Bill Class	Item Date	Expenditure Type	Quantity	Units	Rate	Amount
1	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	03-MAY-93	REGULAR BOURS	4.00	BOURS		
2	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	04-MAY-93	REGULAR BOURS	8.00	BOURS		
3	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	05-MAY-93	REGULAR BOURS	6.00	BOURS		
4	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	06-MAY-93	REGULAR BOURS	2.00	BOURS		
5	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	04-JUN-93	REGULAR BOURS	4.00	BOURS		
6	BOFMANN, Mr. MARCU	53984	9612	SENIOR ENGINEER	09-JUN-93	REGULAR BOURS	6.00	BOURS		
7	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	10-MAR-93	REGULAR BOURS	1.00	BOURS		
8	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	15-MAR-93	REGULAR BOURS	4.00	BOURS		
9	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	16-MAR-93	REGULAR BOURS	4.00	BOURS		
10	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	17-MAR-93	REGULAR BOURS	3.00	BOURS		
11	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	18-MAR-93	REGULAR BOURS	2.00	BOURS		
12	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	19-MAR-93	REGULAR BOURS	2.00	BOURS		
13	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	22-MAR-93	REGULAR BOURS	3.00	BOURS		
14	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	23-MAR-93	REGULAR BOURS	1.00	BOURS		
15	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	24-MAR-93	REGULAR BOURS	2.00	BOURS		
16	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	25-MAR-93	REGULAR BOURS	2.00	BOURS		
17	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	26-MAR-93	REGULAR BOURS	1.00	BOURS		
18	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	29-MAR-93	REGULAR BOURS	7.00	BOURS		
19	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	30-MAR-93	REGULAR BOURS	4.00	BOURS		
20	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	31-MAR-93	REGULAR BOURS	1.00	BOURS		
21	JAGELER JR, Mr. ER	20490	9612	CONSULTING ENGINEER	01-APR-93	REGULAR BOURS	3.00	BOURS		
22	WHIPPLE, Mr. RICHA	31091	9612	CONSULTING ENGINEER	18-JAN-93	REGULAR BOURS	1.00	BOURS		
23	WHIPPLE, Mr. RICHA	31091	9612	CONSULTING ENGINEER	19-JAN-93	REGULAR BOURS	1.00	BOURS		
24	WHIPPLE, Mr. RICHA	31091	9612	CONSULTING ENGINEER	09-MAR-93	REGULAR BOURS	2.00	BOURS		
25	WHIPPLE, Mr. RICHA	31091	9612	CONSULTING ENGINEER	10-MAR-93	REGULAR BOURS	1.00	BOURS		
26	WHIPPLE, Mr. RICHA	31091	9612	CONSULTING ENGINEER	06-MAY-93	REGULAR BOURS	2.00	BOURS		
27	WIENCEK, Mr. JOHN	31721	5320	TECHNICIAN	04-JUN-93	REGULAR BOURS	3.00	BOURS		

Total Invoice Amount For Invoice Number:

Total Invoice Amount For Project:

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5

Project Name : FP&L02-K:T&M EXTRAS  
Project Number : 2001650  
Project Organisation: PCJXX - NUCLEAR FUEL

Invoice Number : 3000298  
Customer : FLORIDA POWER & LIGHT CO.  
Invoice Comment:

Agreement Number: NF-92-002  
Invoice Amount : 39,971.00

Line	Task Number	Invoice Line Description				Invoice Line Amount			
1	DEREDE	ABB Personnel	ENGINEERING DEREDE	DEREDE			39,971.00		
	DEREDE								
Employee Name	Number	Org	Bill Class	Item Date	Expenditure Type	Quantity	Units	Rate	Amount
1 ALZABEN, Mr. ALA F 29779	5318RDAR	5318RDAR	SENIOR ENGINEER	11-SEP-93	OVERTIME HOURS	14.00	HOURS		
2 ALZABEN, Mr. ALA F 29779	5318RDAR	5318RDAR	SENIOR ENGINEER	27-AUG-93	REGULAR HOURS	18.00	HOURS		
3 ALZABEN, Mr. ALA F 29779	5318RDAR	5318RDAR	SENIOR ENGINEER	03-SEP-93	REGULAR HOURS	17.00	HOURS		
4 ALZABEN, Mr. ALA F 29779	5318RDAR	5318RDAR	SENIOR ENGINEER	10-SEP-93	REGULAR HOURS	2.00	HOURS		
5 ALZABEN, Mr. ALA F 29779	5318RDAR	5318RDAR	SENIOR ENGINEER	17-SEP-93	REGULAR HOURS	20.00	HOURS		
6 HEITMAN, Mr. KENNE 50048	5318RDAR	5318RDAR	CONSULTING ENGINEER	03-SEP-93	REGULAR HOURS	10.00	HOURS		
7 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	10-JAN-93	OVERTIME HOURS	1.00	HOURS		
8 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	11-JAN-93	OVERTIME HOURS	1.00	HOURS		
9 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	13-JAN-93	OVERTIME HOURS	2.00	HOURS		
10 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	19-JAN-93	OVERTIME HOURS	2.00	HOURS		
11 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	24-JAN-93	OVERTIME HOURS	1.00	HOURS		
12 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	26-JAN-93	OVERTIME HOURS	1.00	HOURS		
13 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	29-JAN-93	OVERTIME HOURS	2.00	HOURS		
14 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	15-FEB-93	OVERTIME HOURS	2.00	HOURS		
15 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	02-MAR-93	OVERTIME HOURS	1.00	HOURS		
16 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	08-MAR-93	OVERTIME HOURS	2.00	HOURS		
17 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	10-MAR-93	OVERTIME HOURS	1.00	HOURS		
18 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	11-MAR-93	OVERTIME HOURS	1.00	HOURS		
19 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	29-MAR-93	OVERTIME HOURS	1.00	HOURS		
20 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	31-MAR-93	OVERTIME HOURS	4.00	HOURS		
21 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	07-APR-93	OVERTIME HOURS	1.00	HOURS		
22 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	26-APR-93	OVERTIME HOURS	2.00	HOURS		
23 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	30-APR-93	OVERTIME HOURS	2.00	HOURS		
24 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	04-MAY-93	OVERTIME HOURS	1.00	HOURS		
25 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	05-MAY-93	OVERTIME HOURS	3.00	HOURS		
26 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	05-JAN-93	REGULAR HOURS	1.00	HOURS		
27 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	11-JAN-93	REGULAR HOURS	4.00	HOURS		
28 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	12-JAN-93	REGULAR HOURS	6.00	HOURS		
29 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	13-JAN-93	REGULAR HOURS	3.00	HOURS		
30 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	14-JAN-93	REGULAR HOURS	6.00	HOURS		
31 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	15-JAN-93	REGULAR HOURS	4.00	HOURS		
32 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	18-JAN-93	REGULAR HOURS	6.00	HOURS		
33 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	19-JAN-93	REGULAR HOURS	4.00	HOURS		
34 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	20-JAN-93	REGULAR HOURS	2.00	HOURS		
35 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	21-JAN-93	REGULAR HOURS	4.00	HOURS		
36 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	22-JAN-93	REGULAR HOURS	2.00	HOURS		
37 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	25-JAN-93	REGULAR HOURS	1.00	HOURS		
38 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	26-JAN-93	REGULAR HOURS	2.00	HOURS		
39 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	03-FEB-93	REGULAR HOURS	1.00	HOURS		
40 HOFMANN, Mr. MARCU 53984	9612		SENIOR ENGINEER	05-FEB-93	REGULAR HOURS	2.00	HOURS		

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ATTACHMENT E

Justification for Confidentiality of Staff's Workpapers:  
 STAFF'S WORKPAPER  
 PAGE(S) DESIGNATION

	LINE(S)	RATIONALE FOR CONFIDENTIALITY	DATES OF DECLASSIFICATION
1) 43-1/2	1-25	(1)	
2) 43-2/1-1, pg. 1	1-9	(1)	A
3) 43-1/2-1, pg. 3	1-7	(1)	A
4) 43-1/2-1, pg. 5	1	(1)	A
5) 43-1/3, pg. 1	1-34	(1)	A
6) 43-1/3, pg. 2	1-21	(1)	A
7) 43-3/4-2/2	1-10	(1)	A
8) 43-3/4-2/2-1	1-6	(2)	A
9) 43-3/4-2/3, pg. 1	1-7	(2)	B
10) 43-3/4-2/3, pg. 2	1-3	(2)	B
11) 43-3/4-2/3, pg. 3	1-6	(2)	B
12) 43-3/4-2/3, pg. 4	1-4	(2)	B
13) 43-3/4-2/3, pg. 5	1-3	(2)	B
14) 43-3/4-2/3, pg. 6	1-3	(2)	B
15) 43-3/4-2/3, pg. 7	1-2	(2)	B
16) 43-3/4-2/3, pg. 8	1-11	(2)	B
17) 43-3/4-2/3-1	1-17	(2)	B
18) 43-3/4-2/4, pg. 4	1-40	(2)	B
19) 43-3/4-2/4, pg. 5	1-29	(2)	B
		(2)	B

**RATIONALE FOR CONFIDENTIALITY:**

(1) The reasons for confidential treatment of the fuel oil contracts and associated Staff workpapers derived therefrom are set forth in the Affidavit of Eugene Ungar, which is attached hereto and incorporated by reference herein as Attachment F. This fuel oil information is contractual information which, if made public, would impair the efforts of FPL to contract for fuel oil on favorable terms (Section 366.093 (3) (d), F.S.) and is information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information (Section 366.093(3) (e), F.S.). The Staff's workpapers contain information which delineates the price FPL has paid for fuel oil. Disclosure of the invoice price for fuel oil purchased by FPL is reasonably likely to impair FPL's ability to negotiate price concessions in future fuel oil contracts. Public disclosure of favorable pricing concessions could result in the fuel oil vendor withdrawing these favorable price concessions in the future. Moreover, the fuel oil contracts provide that the terms of the fuel oil contract will not be publicly disclosed. The fuel oil information sought to be kept confidential by this Request for Confidential Classification is the same type of fuel oil information which the Commission routinely grants confidential treatment for in FPL's monthly FERC Form 423 filing. In addition, the fuel oil pricing provisions were individually negotiated between the parties. Public disclosure of these terms could result in these favorable terms being withdrawn in future contracts.

In addition, the Staff's workpapers contain information which could impair the competitive business of the provider of the information. The Staff's workpapers contain fuel oil pricing information which could lead a competitor to ascertain the financial and business operation of the fuel oil provider. This proprietary business information should remain confidential.

(2) The reasons for confidential treatment of the nuclear fuel fabrication contracts and associated Staff workpapers derived therefrom are set forth in the Affidavit of Daniel C. Poteralski, which is attached hereto

and incorporated by reference herein as Attachment G. This nuclear fuel fabrication information is contractual information which, if made public, would impair the efforts of FPL to contract for fabrication services on favorable terms (Section 366.093 (3) (d), F.S.) and is information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information (Section 366.093(3) (e), F.S.). The Staff's workpapers contain information which delineates the price FPL has paid for nuclear fuel fabrication and fabrication related services. Disclosure of the invoice price for fabrication services purchased by FPL is reasonably likely to impair FPL's ability to negotiate price concessions in future fabrication contracts. Public disclosure of favorable pricing concessions could result in the fabrication vendor withdrawing these favorable price concessions in the future. Moreover, the fabrication contract provides that the terms of the fabrication contract will not be publicly disclosed. In addition, the Staff's workpapers contain rates and pricing provisions which are, in effect, pricing terms which are as important as the price itself. These provisions were individually negotiated between the parties. Public disclosure of these terms could result in these favorable terms being withdrawn in future contracts.

In addition, the Staff's workpapers contain information which could impair the competitive business of the provider of the information. The Staff's workpapers contain financial information and pricing provisions regarding a fabrication provider's business operation which could lead a competitor to ascertain the production efficiency of the fabrication provider. This proprietary business information should remain confidential.

**DATES OF DECLASSIFICATION:**

- A) The fuel oil pricing information should not be declassified for at least a period of eighteen (18) months. This period will allow FPL a reasonable opportunity to negotiate new fuel oil contracts without public disclosure of the pricing information. Disclosure of pricing information during this

contract period or prior to the negotiation of a new contract is reasonably likely to impair FPL's ability to negotiate future contracts. This eighteen (18) month period is determined by adding six months to the last day of the contract period under which the fuel oil was purchased. This affords FPL the opportunity to obtain the best price for fuel oil by obtaining price concessions from the various fuel oil vendors.

- B) The nuclear fuel fabrication information should not be declassified until December 31, 2009. Disclosure of this pricing information during this confidential period is reasonably likely to impair FPL's ability to negotiate future nuclear fuel fabrication service contracts on terms most favorable to FPL's ratepayers.

shf\5\justific

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

STATE OF FLORIDA )

AFFIDAVIT OF EUGENE UNGAR

COUNTY OF DADE )

Before me, the undersigned authority, appeared Eugene Ungar, who being duly sworn by me, said and testified:

1. My name is Eugene Ungar; my business address is Florida Power & Light Company, 9250 West Flagler Street, Miami, Florida. I am employed by Florida Power & Light Company (FPL) as Forecasting Specialist in the Business Systems Department.

2. This affidavit is in support of FPL's Request For Confidential Classification of material obtained by the Commission's Staff during its June, 1994 Fuel Audit. Specifically, this affidavit is in support of FPL's request that material obtained by Staff through note taking and embodied in Staff's Work Papers at the lines and pages delineated below, be classified as confidential information:

Staff Work Paper -

- 43-1/2, lines 1-25
- 43-1/2-1, pg. 1, lines 1-9
- 43-1/2-1, pg. 3, lines 1-7
- 43-1/2-1, pg. 5, line 1
- 43-1/3, pg. 1, lines 1-34
- 43-1/3, pg. 2, lines 1-21

3. All of the obtained material found at the pages and lines of Staff's Work Papers identified above came from FPL contracts for the purchase and/or transportation of fuel oil. Therefore, it is contractual data. Because of the unique characteristics of the fuel oil market for FPL's service areas, the disclosure of information regarding terms and conditions that affect or specify price or price related terms and conditions are reasonably likely to impair the efforts of FPL to contract for fuel oil on favorable terms in the future. Consequently, the obtained material is proprietary confidential business information.

4. The nature of the fuel oil market for FPL's service area is characterized by a limited number of sellers and buyers. This limited availability of suppliers coupled with FPL's presence as a significant buyer creates a unique market wherein the confidentiality of the price, terms, and conditions of the supply of fuel oil to FPL is necessary to gain the most favorable fuel oil supply contracts for FPL's ratepayers. Disclosure of contractual data relating to the sale or transportation of fuel oil to FPL is reasonably likely to impair FPL's efforts to gain concessions in the future. Firms are presently willing to provide concessions to



FPL due to the limited fuel oil market in Florida and FPL's presence in the market. However, if contractual data such as the identified material obtained by Staff is made public it is likely that FPL will not be able to gain concessions in the future.

5. Moreover, the same type of fuel oil information highlighted in this filing is the same type of fuel oil contractual information contained in FPL's monthly 423 Fuel Reports. The Commission routinely grants confidential treatment for this type of fuel oil information. In addition, the fuel oil contracts provide that the contractual terms shall be kept confidential.

6. The highlighted fuel oil contractual pricing information should not be declassified for at least a period of eighteen (18) months and should be returned to FPL in accordance with §366.093(4), F.S., as soon as the information is no longer necessary for the Commission to conduct its business. Disclosure of fuel oil pricing information during this eighteen (18) month contract period or prior to the negotiation of a new contract is reasonably likely to impair FPL's ability to negotiate future contracts as described above.

7. The obtained material identified above is intended to be and is treated by FPL as confidential. The obtained material has not been publicly disclosed and has only been circulated to a select few employees of FPL on a need to know basis.

8. Further Affiant Sayeth Naught.

Eugene Ungar  
Eugene Ungar

SWORN TO AND SUBSCRIBED before me this 28TH day of JUNE, 1994, by EUGENE UNGAR, who is personally known to me or has produced (type of identification) as identification.

Graciela A. Arias  
Notary Public  
State of Florida

GRACIELA A. ARIAS  
Typed name  
CC102412  
Se 1 number, if any

My commission expires:

shf\5\ungar.off

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES NOV. 28, 1996  
SIGNED BY GENERAL REG. UND

Attachment 6

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

STATE OF FLORIDA )  
AFFIDAVIT OF DANIEL C. POTERALSKI  
COUNTY OF PALM BEACH )

Before me, the undersigned authority, appeared Daniel C. Poteralski, who being duly sworn by me, said and testified:

1. My name is Daniel C. Poteralski; my business address is Florida Power & Light Company, P. O. Box 14000, Juno Beach, Florida. I am employed by Florida Power & Light Company (FPL) as Manager of Nuclear Fuel.

2. This affidavit is in support of FPL's Request For Confidential Classification of material obtained by the Commission's Staff during its June, 1994 Fuel Audit. Specifically, this affidavit is in support of FPL's request that material obtained by Staff through note taking and embodied in Staff's Work Papers at the lines and pages delineated below, be classified as confidential information:

Staff Work Paper -

43-3/4-2/2, lines 1-10  
43-3/4-2/2-1, lines 1-6  
43-3/4-2/3, pg. 1, lines 1-7  
43-3/4-2/3, pg. 2, lines 1-3  
43-3/4-2/3, pg. 3, lines 1-6  
43-3/4-2/3, pg. 4, lines 1-4  
43-3/4-2/3, pg. 5, lines 1-3  
43-3/4-2/3, pg. 6, lines 1-3  
43-3/4-2/3, pg. 7, lines 1-2  
43-3/4-2/3, pg. 8, lines 1-11  
43-3/4-2/3-1, lines 1-17  
43-3/4-2/4, pg. 4, lines 1-40  
43-3/4-2/4, pg. 5, lines 1-29

3. All of the obtained material found at the lines and pages of Staff's Work Papers identified above came from FPL contracts for Nuclear Fuel Fabrication Services. Therefore, the obtained material is contractual data. Because of the unique characteristics of the market for nuclear fuel fabrication services, the disclosure of terms or conditions, that affect price or performance requirements, is reasonably likely to impair the efforts of FPL to contract for nuclear fuel fabrication services on favorable terms in the future. Consequently, the obtained material is proprietary confidential business information.

4. The unique nature of the nuclear fuel fabrication services market, which also includes poison rod and engineering services, is characterized by a limited number of service providers. This limited availability of service providers creates

a market wherein the confidentiality of the price, terms, and conditions of the services offered is necessary to gain the most favorable nuclear fuel fabrication services contract on behalf of FPL's ratapayers. Nuclear fuel fabrication service firms are presently willing to provide concessions to FPL due to the nature of the limited market. However, if contractual data such as the identified material obtained by Staff is made public it is likely that FPL will not be able to gain concessions in the future.

5. The material identified in paragraph 2 should remain classified until December 31, 2009. By that date, FPL will most likely have secured a contract for its next nuclear fuel fabrication services. The contract provides that the confidentiality requirement shall apply for six (6) years after delivery of the last reload region delivered under this contract, which is December, 2009. Disclosure of the identified material before that date is likely to have a material effect on FPL's ability to negotiate its next contract for nuclear fuel fabrication services.

6. The Nuclear Fuel Fabrication Service contracts provide that the contractual terms will be kept confidential and that the terms shall not be disclosed to third parties.

7. The obtained material identified above is intended to be and is treated by FPL as confidential. The obtained material has not been publicly disclosed and has only been circulated to a select few employees of FPL on a need to know basis.

8. Further Affiant Sayeth Naught.

Daniel C. Poteralski  
Daniel C. Poteralski

SWORN TO AND SUBSCRIBED before me this 29<sup>th</sup> day of June, 1994, by Daniel C. Poteralski who is personally known to me or has produced FL Doc 13 License P34-163-47-291-0 (type of identification) as identification.

Susan M. Mann  
Notary Public  
State of Florida  
Susan M. Mann  
Typed name

Serial number, if any

My commission expires:  
shf\poteral.aff



SUSAN M. MANN  
Comm. No. CC 370004  
My Comm. Exp. Feb. 18, 1995  
Bound thru Florida Not. Agcy.