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



#### VIA AIRBORNE EXPRESS

July 5, 1995

Ms. Blanca S. Bayó, Director Division of Records and Reporting Florida Public Service Commission Betty Easley Conference Center Room 110 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Florida Power & Light Company's Request for Confidential Classification --Fuel and Purchased Power Cost Recovery Clause and Generating Performance Incentive Factor, Docket No. 950001-EI

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of FPL's "Request for Confidential Classification" regarding certain materials obtained by the Commission Staff during its audit of FPL's fuel and purchased power cost recovery clause and generating performance incentive factor covering the period April 1, 1994, through March 31, 1995, inclusive. This filing is bein 1 made by FPL pursuant to Rule 25-22.006, F.A.C.

Please note that only the original filing contains Attachments A, C, E and G. Attachments A, C, E and G 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, C, E and G and thus do not require special handling.

Please also note that, due to the size of certain spreadsheets and Staff workpapers submitted herewith, FPL is unable to comply with the size-of-paper specification of Rule 25-22.009(1), F.A.C.

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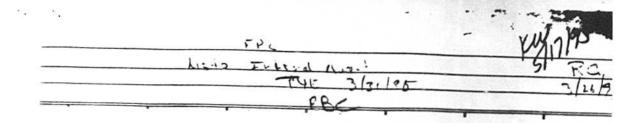
An additional copy of this transmittal letter is also enclosed, which I would appreciate having date-stamped as "filed" and returned to me in the accompanying, postage-paid envelope. If you have any questions regarding this filing, please call me at (305) 552-3924.

Very truly yours,

David L. Smith Senior Attorney

DLS:plm

Enclosures



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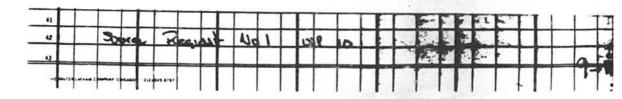
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1995 AUDIT REPORTS





#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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Fuel and Purchased Power Cost Recovery Clause and Generating Performance Incentive Factor

Docket No. 950001-EI

#### REQUEST FOR CONFIDENTIAL CLASSIFICATION

Pursuant to Rule 25-22.006, F.A.C., and §366.093, F.S. (1993), Florida Power & Light Company ("FPL") hereby files with the Florida Public Service Commission ("Commission") this "Request for Confidential Classification" ("Request") of certain materials obtained by the Staff as part of its recent fuel audit of FPL. In support of this Request, FPL states as follows:

1. This filing is being made on behalf of FPL, whose principal place of business is 9250 West Flagler Street, Miami, Florida 33174.

2. Service in this docket is to be made, and communications in this proceeding should be addressed, to the following individuals:

William G. Walker, III Vice President Florida Power & Light Company 9250 West Flagler Street Miami, Florida 33174 (305) 552-4981 David L. Smith Law Department Florida Power & Light Company 9250 West Flagler Street, #6514 Miami, Florida 33174 (305) 552-3924

3. The Staff has completed its fuel audit of FPL's records covering the twelve months ended March 31, 1995. During the audit, the Staff requested access to DOCUMENT NUMPER-DATE

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FPSC-RECORDS/REPORTING

confidential information relating to FPL's internal audits, its purchases of fuel oil and natural gas, its purchases (indirectly, through Georgia Power Company) of coal and rail transportation service to Scherer Unit #4, and information concerning bids and other contractual data. FPL seeks confidential treatment of these documents and of Staff's workpapers derived from these documents. These materials are intended to be and are treated by FPL as confidential; they have not been publicly disclosed; and they have been circulated internally at FPL to only a select few employees of FPL on a "need to know" basis.

4. During the course of the fuel audit, FPL has filed several Notices of Intent dated February 24, March 7, March 16, May 30 and June 6, 1995, to temporarily preserve the confidential nature of the documents contained in Attachments A, C, E and G (identified below) to this Request. The audit exit conference was held on June 15, 1995, under Rule 25-22.006(3)(c), F.A.C., FPL thus has 21 days therefrom, or until July 6, 1995, to file this Request "[t]o maintain continued confidential handling of the material..."

 Appended to this Request and incorporated herein by reference are the following documents:

- Attachment A A highlighted copy of FPL documents, and Staff's notes and workpapers, related to FPL internal audits. This Attachment is to be considered confidential. Only a single copy is being provided to the Commission in a sealed envelope marked "Confidential."
- Attachment B A redacted copy of Attachment A on which the highlighted internal audit information has been masked.

- Attachment C A highlighted copy of FPL documents, and Staff's notes and workpapers, related to FPL purchases of fuel oil. This Attachment is to be considered confidential. Only a single copy is being provided to the Commission in the sealed envelope marked "Confidential."
- Attachment D A redacted copy of Attachment C on which the highlighted fuel oil information has been masked.
- Attachment E A highlighted copy of FPL documents, and Staff's notes and workpapers, related to FPL purchases of natural gas, and coal and rail transportation to Scherer Unit #4 purchased by Georgia Power Company. This Attachment is to be considered confidential. Only a single copy is being provided to the Commission in the sealed envelope marked "Confidential."
- Attachment F A redacted copy of Attachment E on which the highlighted natural gas, coal and rail transportation information has been masked.
- Attachment G A highlighted copy of FPL documents, and Staff's notes and workpapers, related to FPL bids and other contractual data. This Attachment is to be considered confidential. Only a single copy is being provided to the Commission in the sealed envelope marked "Confidential."
- Attachment H A redacted copy of Attachment G on which the highlighted bidding and contractual information has been masked.
- Attachment I A line-by-line justification matrix for treating Attachments A, C, E and G confidential and providing for declassification dates.
- Attachment J An Affidavit of Rene Silva in support of the confidential nature of the internal audit, fuel oil, natural gas, coal, rail transportation, and bidding and contractual information.

6. FPL seeks confidential classification of the internal audit information, and associated Staff notes and workpapers derived therefrom, which are identified and highlighted on Attachment A, pursuant to §366.093(3)(b), F.S. (1993), which provides that

"[i]nternal auditing controls and reports of internal auditors" are considered proprietary confidential business information. The information comprising Attachment A consists of a list of FPL's 1994 and 1995 (through February 15, 1995) internal audit reports, and Staff notes summarizing several of the internal audit reports. The latter (Staff notes) would clearly impart to a viewer of them much of the same sensitive information as a review of the audits themselves. The Commission has previously afforded confidential treatment to similar Staff notes derived from FPL internal audit reports:

The material in Attachment A was obtained from FPL in response to Commission Staff's document request. The work papers were compiled by Commission Staff from reports of FPL's internal auditors and the auditors' supporting work papers. The information in Attachment A is intended to be and is treated by FPL as confidential, ...this information has not been publicly disclosed, and... it has been circulated to a select few FPL employees on a need to know basis only. All of the material in Attachment A and the corresponding work papers [were] extracted from an internal audit, and accordingly, [satisfy] the definition of proprietary confidential information, pursuant to Section 366.093(3)(b), Florida Statutes, therefore, confidential status is granted.

94 FPSC 8:64, 65. See Also 93 FPSC 11:119, 120. The vast majority of the other information in Attachment A -- the list of FPL's internal audits conducted during 1994 and early 1995 -- is irrelevant to issues in this Docket, but is also obviously derived from the internal audits and, in addition, would constitute a veritable "hit list" for current and potential litigants against FPL.

By this Request, FPL also seeks, pursuant to §366.093(3)(d) and (e), F.S.

(1993), confidential classification of the (i) fuel oil, natural gas, coal and rail transportation

pricing information, (ii) information concerning FPL's letting and evaluation of bids, plus other contractual data, and (iii) associated Staff notes and workpapers derived therefrom, which are identified and highlighted in Attachments C, E and G. The referenced statutory subsections provide that the following are considered proprietary confidential business information:

- (d) 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.
- (e) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.

8. To establish that material is proprietary confidential business information under §366.093(3)(d) or (e), F.S. (1993), a utility must demonstrate that (i) the information constitutes either contractual data or data related to competitive interests, and (ii) 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(s) of the information. The Commission has previously recognized that this latter requirement does not necessitate a 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 a utility's contracting for goods or services on favorable terms or impair the competitive business of the provider(s) of the information. See 87 FPSC 1:48, 50 and 52, and 94 FPSC 10:87, 88.

The prices which FPL pays for fuel oil and natural gas, and for coal and rail 9 transportation (to Scherer Unit #4) through Georgia Power Company are established by contract and, hence, are contractual data; similarly, bidding information and related contractual data fit squarely within the definition in §366.093(3)(d), F.S. (1993). Therefore, the first standard of the two-pronged test has been met. The second standard of the test is met by the Affidavit of Rene Silva (Attachment J hereto). As set forth in Mr. Silva's Affidavit, the disclosure of the prices for which FPL purchases fuel oil, natural gas, coal and rail transportation could impair FPL's ability to contract in the future for these fuels and services on terms most favorable to FPL's customers, and could disadvantage the fuel oil, natural gas, coal and rail transportation vendors by revealing to their competitors information on the nature of the vendors' business operations and production costs. In addition, the fuel oil, natural gas, coal and rail transportation contracts, as well as the FPL/Georgia Power Company ownership contract for Scherer Unit #4 (plus Georgia Power Company's own underlying contracts for coal and rail transportation) provide that the terms of the contracts will be kept confidential. Moreover, the Commission has routinely granted confidential treatment for this same type of fuel oil, coal and rail transportation information in FPL's monthly fuel reports, FPSC Form 423 (natural gas prices are not reported on Form 423). As Mr. Silva further states, FPL's significant presence in the construction market makes it likely that FPL will be able to obtain prices and terms for construction services not available to other buyers of construction services. Without confidential classification of successful bidders' prices and cost breakdowns, FPL may experience a narrowing of the number of bids and of bid

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proposals. As a result of this narrowing, the range of bids would most likely converge on the last awarded price (if reported), thereby eliminating the probability that one bidder will substantially underbid the other bidders. Consequently, public disclosure is reasonably likely to impair FPL's ability to obtain future price concessions from bidders without any offsetting benefit to its customers.

10. In addition, the bidding and related contractual information should be kept confidential under §366.093(3)(e), F.S. (1993). That subsection provides, in pertinent part, that "[i]nformation relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information" should be kept confidential. Attachment G is comprised, in part, of sensitive pricing information, bid analyses and cost breakdowns for certain types of services and materials from various bidders. Disclosure of a successful bidder's business data may give an unfair advantage to competitors whose pricing data are not disclosed. Furthermore, disclosure of FPL's methodologies for analyzing evaluating and awarding bid contracts may put FPL itself -- and ultimately its customers -- at a competitive disadvantage in obtaining services (e.g., construction) and goods on favorable terms.

11. A redacted copy of Attachment C (Attachment D) and a line-by-line justification matrix (Attachment I) for the highlighting on Attachment C and the redactions on Attachment D are appended hereto.

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12. A redacted copy of Attachment E (Attachment F) and a line-by-line justification matrix (again, Attachment I) for the highlighting on Attachment E and the redactions on Attachment F are appended hereto.

13. A redacted copy of Attachment G (Attachment H) and a line-by-line justification matrix (again, Attachment I) for the highlighting on Attachment G and the redactions on Attachment H are appended hereto.

14. In applying the statutory standards delineated above in paragraph 8, 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 FPL Request, is whether the information sought to be protected fits within the statutory definitions of proprietary confidential business information, as set forth in §366.093(3), F.S. (1993). If the information is found by the Commission to fit within the statutory definitions, 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. (1993).

15. FPL requests that the internal audit information (Attachment A) not be declassified for a period of at least eighteen months. The confidential material (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. (1993), and Rule 25-22.006(8)(b), F.A.C. If such material is not so returned to FPL within eighteen

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months, FPL will seek from the Commission, pursuant to Rule 25-22.006(8)(c), F.A.C., an extension of the period of confidential classification and treatment for Attachment A.

16. FPL requests that the fuel oil pricing information (Attachment C) not be declassified for a period of at least twenty-four months. This is the maximum period of time during which FPL fuel oil contracts are in effect. Disclosure prior to the identified date of declassification could impair FPL's ability in the future to negotiate favorable fuel oil contracts, to the detriment of FPL's customers. FPL asserts that good cause thus exists for protection of this information from disclosure beyond the 18-month period specified in §366.093(4), F.S. (1993), and Rule 25-22.006(8), F.A.C. The confidential material (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. (1993), and Rule 25-22.006(8)(b), F.A.C..

17. FPL requests that the natural gas pricing information in Attachment E not be declassified until August 31, 2010. FPL's natural gas contract provides that the confidentiality requirement shall apply during the contract term, which runs until February 28, 2010. Disclosure prior to the sought date of declassification (the contract term, plus six months to negotiate another contract) could impair FPL's ability in the future to negotiate favorable natural gas contracts, to the detriment of FPL's customers. FPL asserts that good cause thus exists for protection of this information from disclosure beyond the 18-month period specified in §366.093(4), F.S. (1993), and Rule 25-22.006(8).

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F.A.C. The confidential natural gas material in Attachment E 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. (1993), and Rule 25-22.006(8)(b), F.A.C.

18. FPL requests that the coal and rail transportation pricing information in Attachment E not be declassified indefinitely. FPL's ownership contract with Georgia Power Company provides that the confidentiality requirement shall apply during the contract term, which runs for the life of Scherer Unit #4 (but to no date certain). Disclosure prior to the expiration of the ownership contract could impair FPL's ability in the future to negotiate (or have its agents negotiate) favorable coal and rail transportation contracts, to the detriment of FPL's customers. FPL asserts that good cause thus exists for protection of this information from disclosure beyond the 18-month period specified in §366.093(4), F.S. (1993), and Rule 25-22.006(8), F.A.C. The confidential coal and rail transportation material in Attachment E 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. (1993), and Rule 25-22.006(8)(b), F.A.C.

19. FPL requests that the bidding and related contractual information (Attachment G) not be declassified for a period of at least eighteen months. The confidential material (Attachment G) 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. (1993), and Rule 25-22.006(8)(b), F.A.C. If such material is not so returned to FPL

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within eighteen months, FPL will seek from the Commission, pursuant to Rule 25-22.006(8)(c), F.A.C., an extension of the period of confidential classification and treatment for Attachment G.

WHEREFORE, FPL respectfully requests the Commission to find that the materials identified as Attachments A, C, E and G are proprietary confidential business information pursuant to §366.093, F.S. (1993), and to classify the materials as confidential information in accordance with Rule 25-22.006, F.A.C.

Respectfully submitted,

Dated: July 5, 1995

David L. Smith, Esq. Florida Power & Light Company 9250 West Flagler Street, #6514 Miami, Florida 33174 (305) 552-3924 Florida Bar No. 0473499

### 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 recent fuel audit of FPL, without Attachments A, C, E and G, was provided by first class mail service to Raymond Grant at the Florida Public Service Commission, Miami District Office, Suite 400, 3625 N.W. 82nd Avenue, Miami, Florida 33166, on this the 5th day of July, 1995.

Smith

## ATTACHMENT A

(See envelope marked "Confidential")

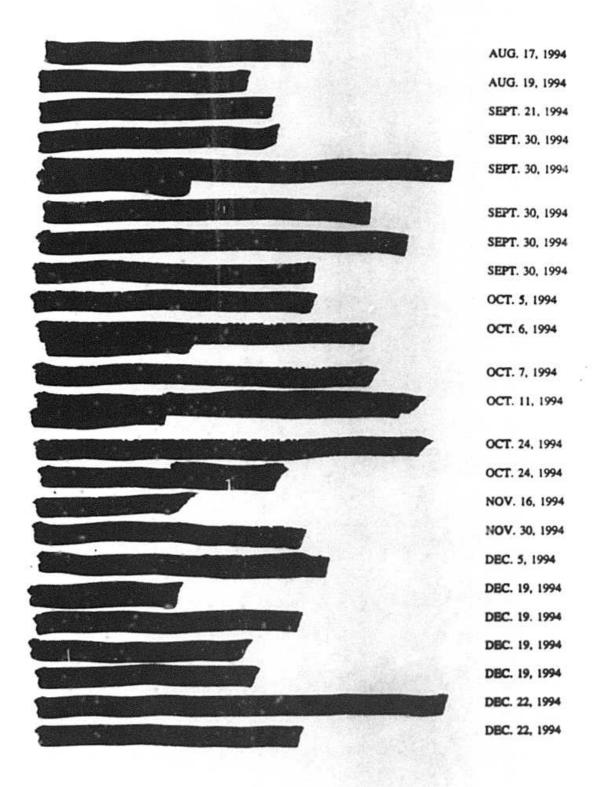
### ATTACHMENT B

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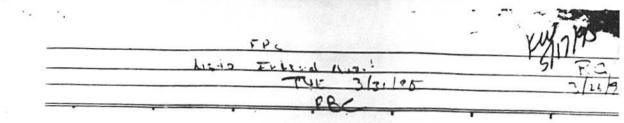


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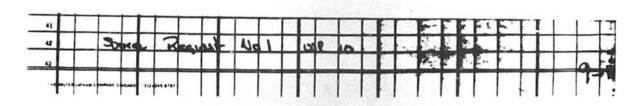


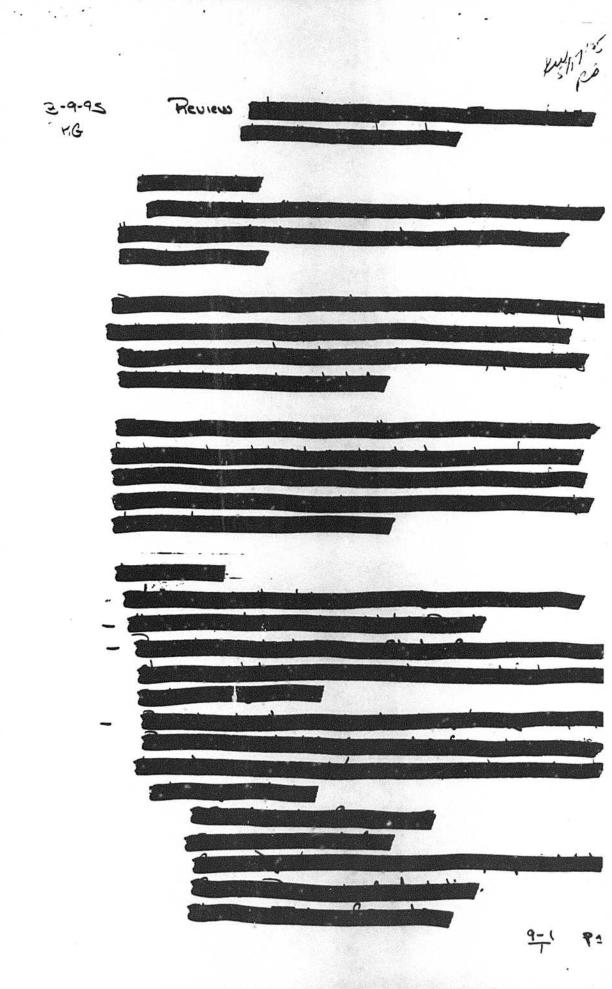
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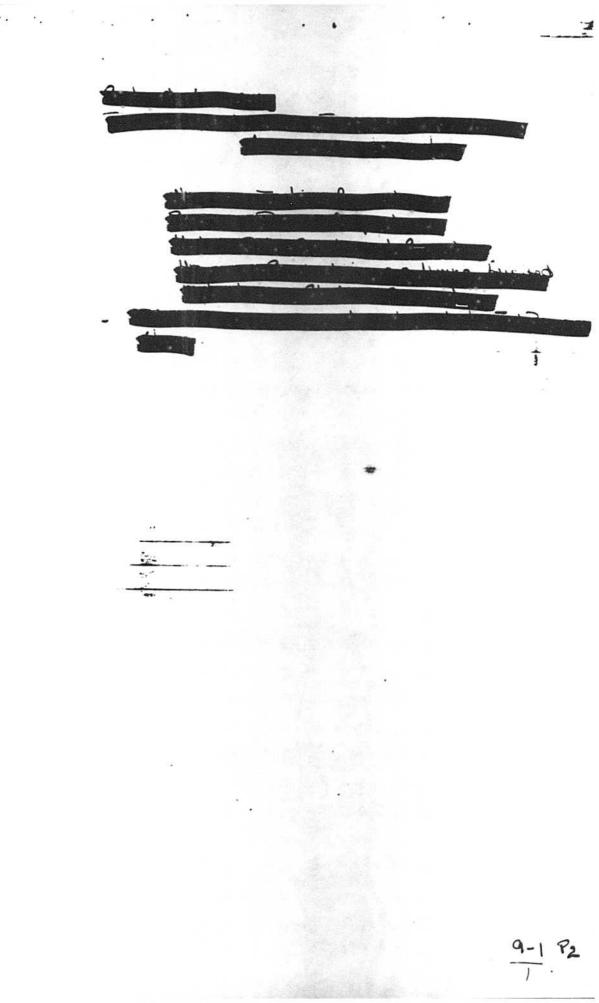
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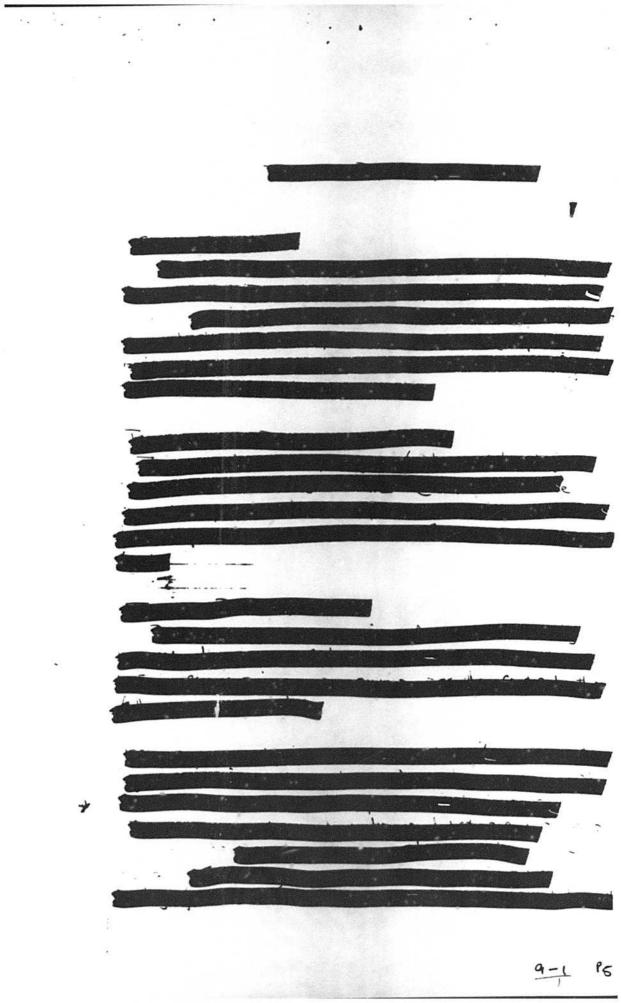




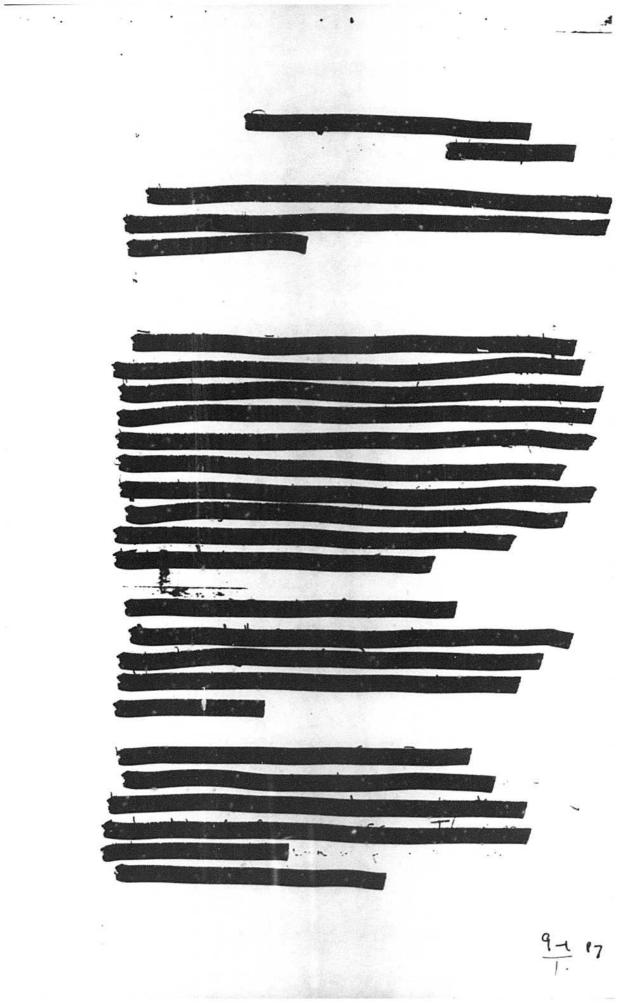


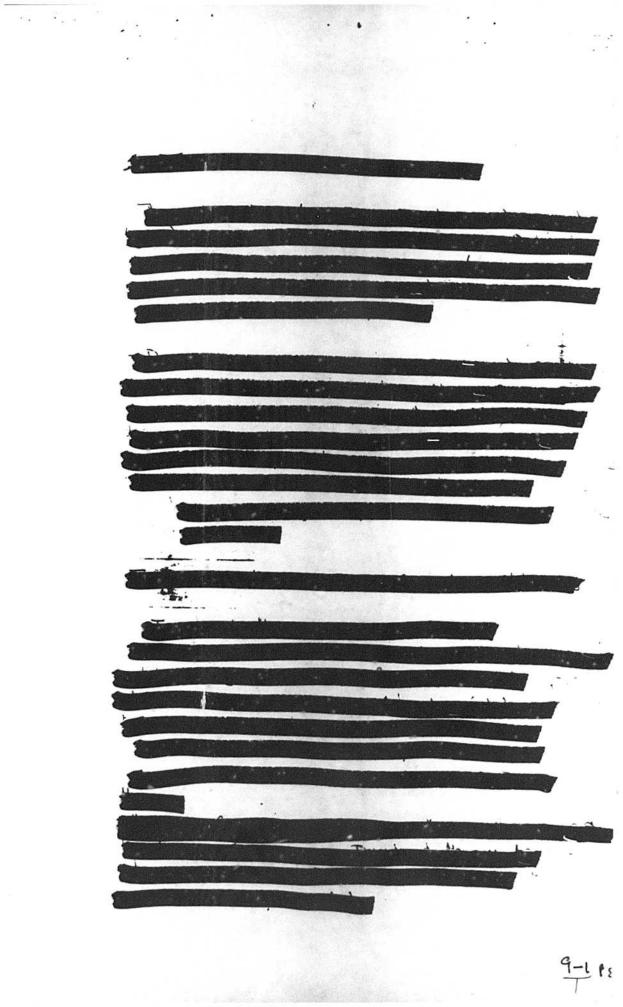
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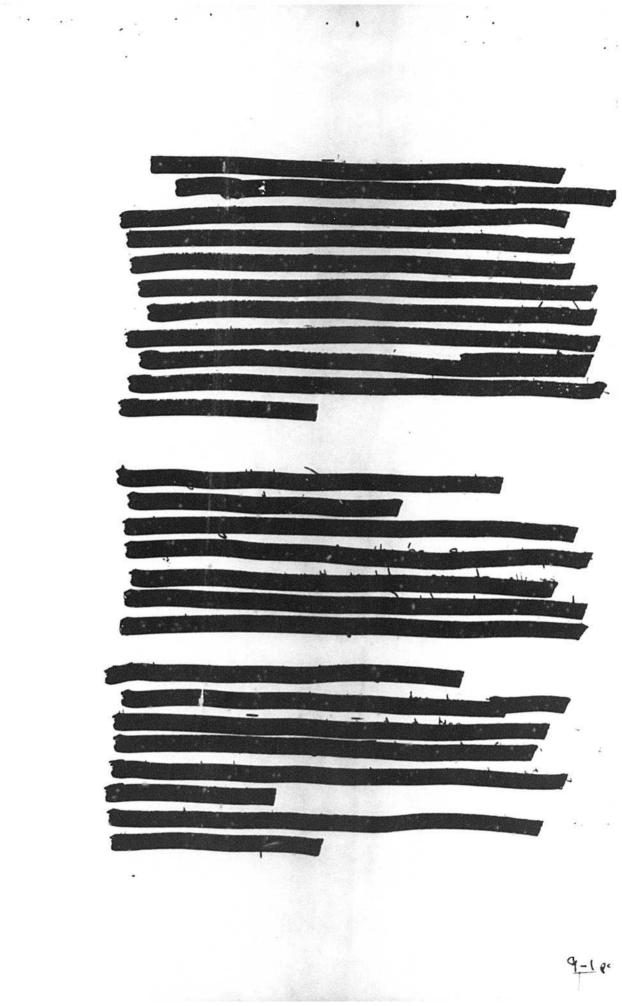


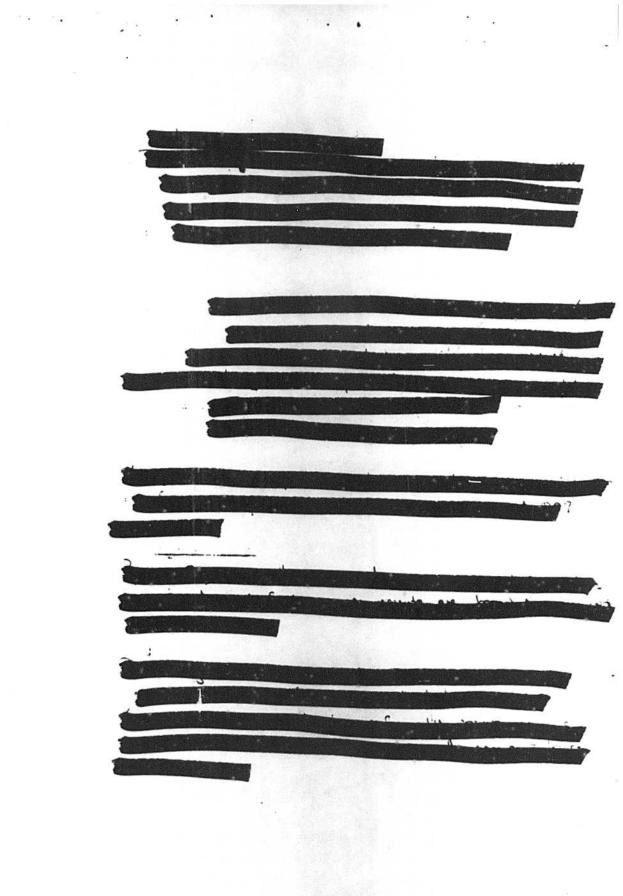




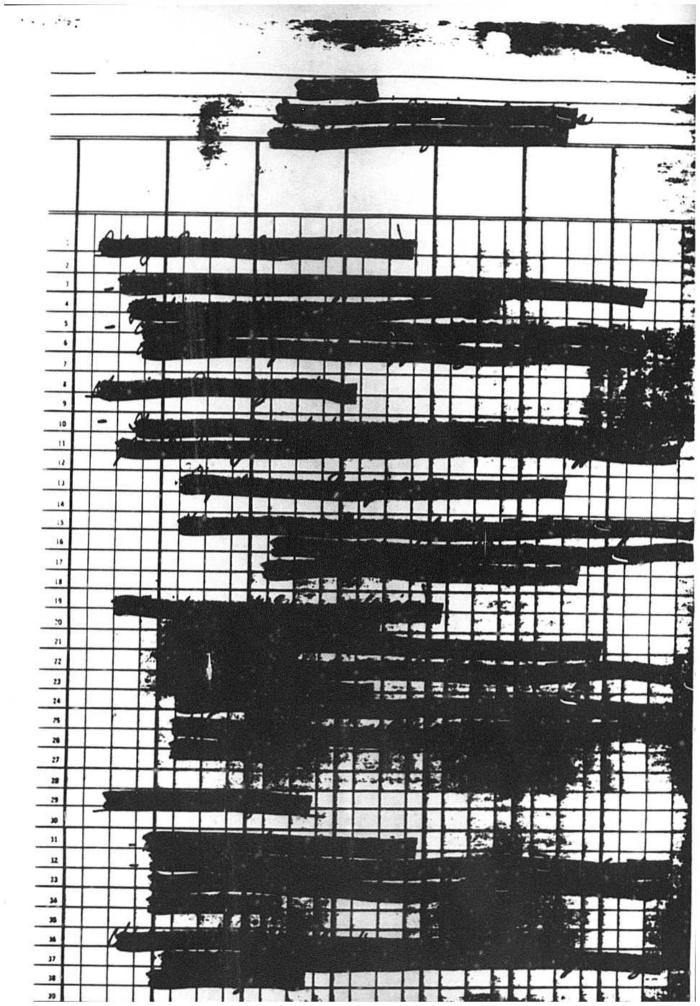








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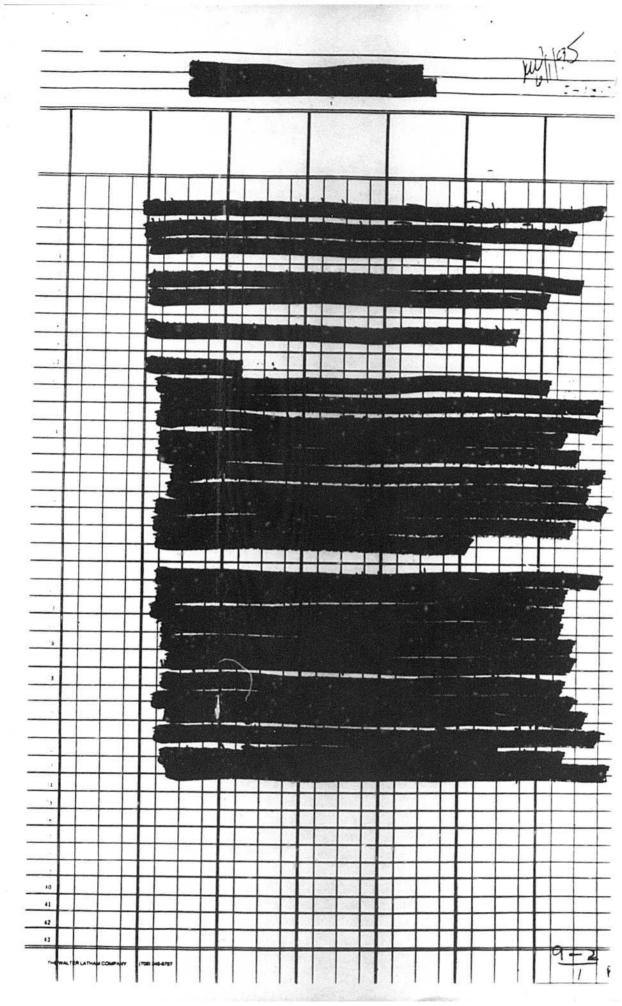


# ATTACHMENT C

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# ATTACHMENT D

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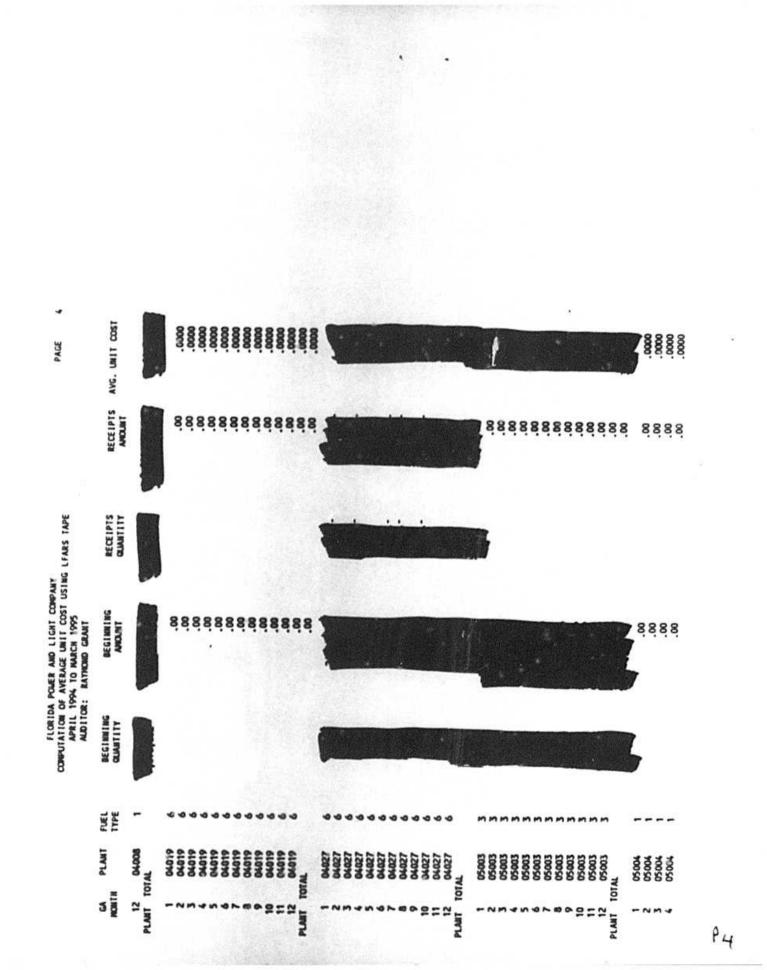
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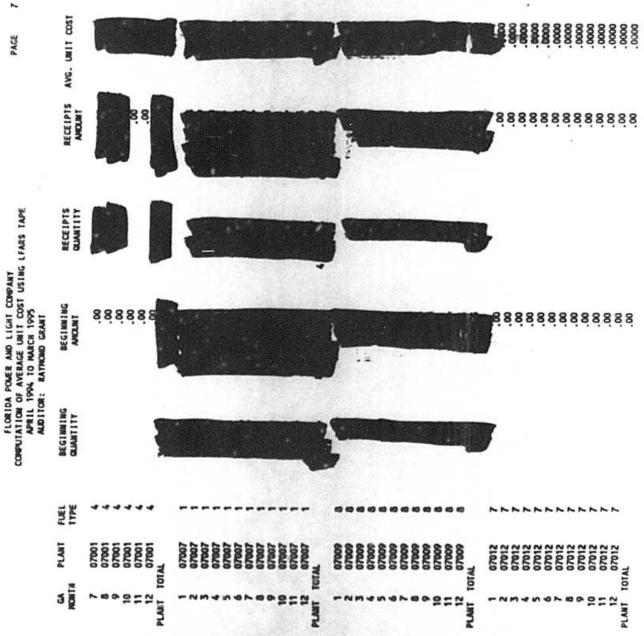


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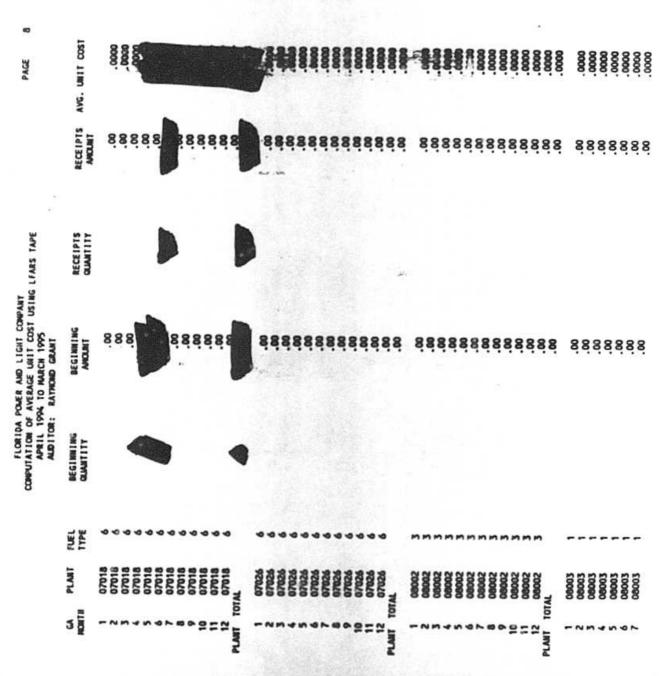
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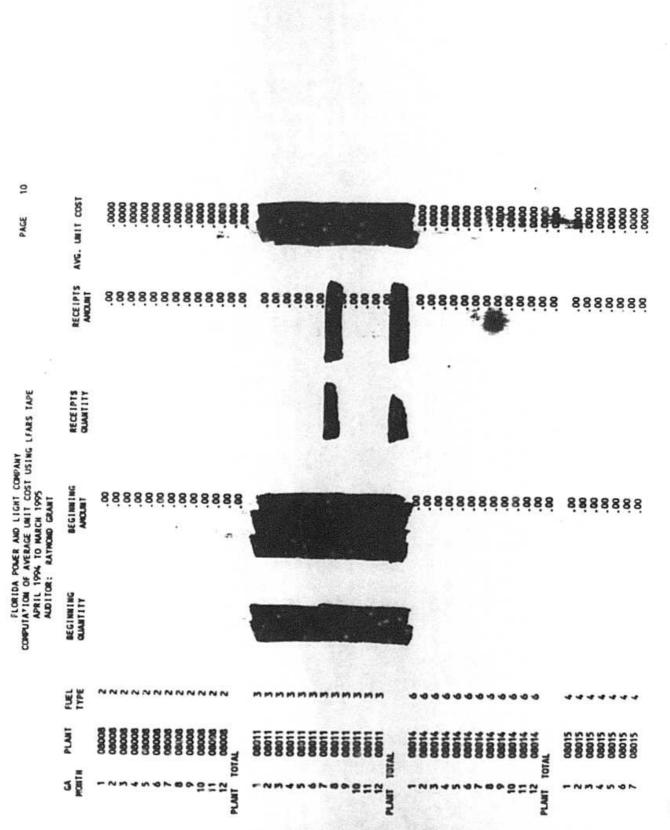
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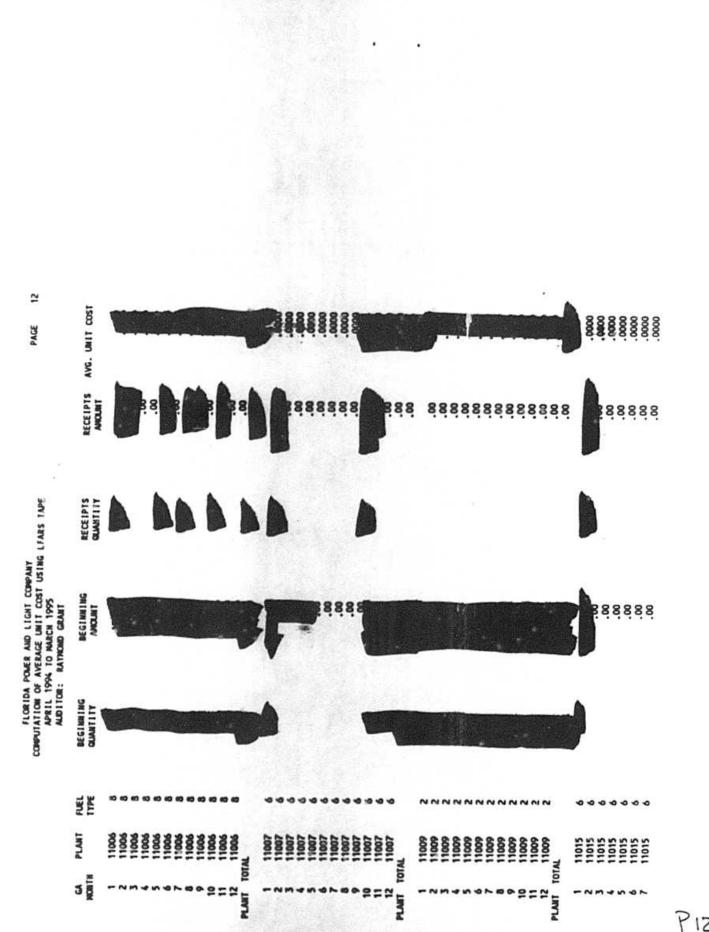
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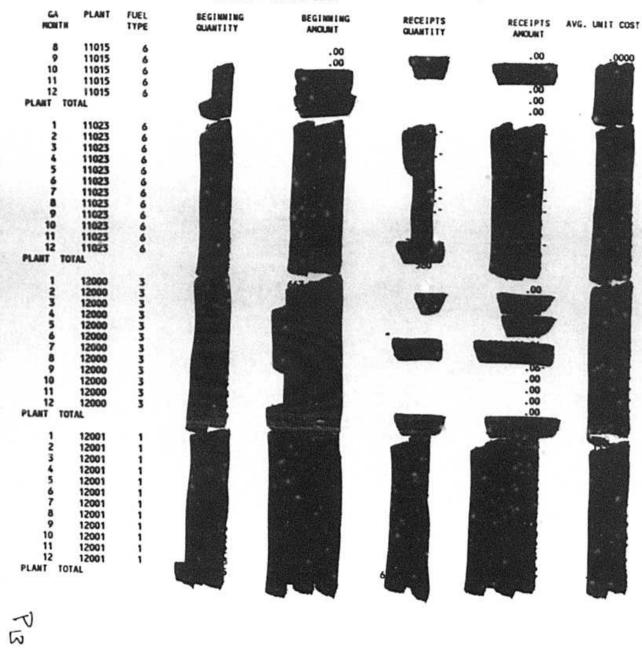
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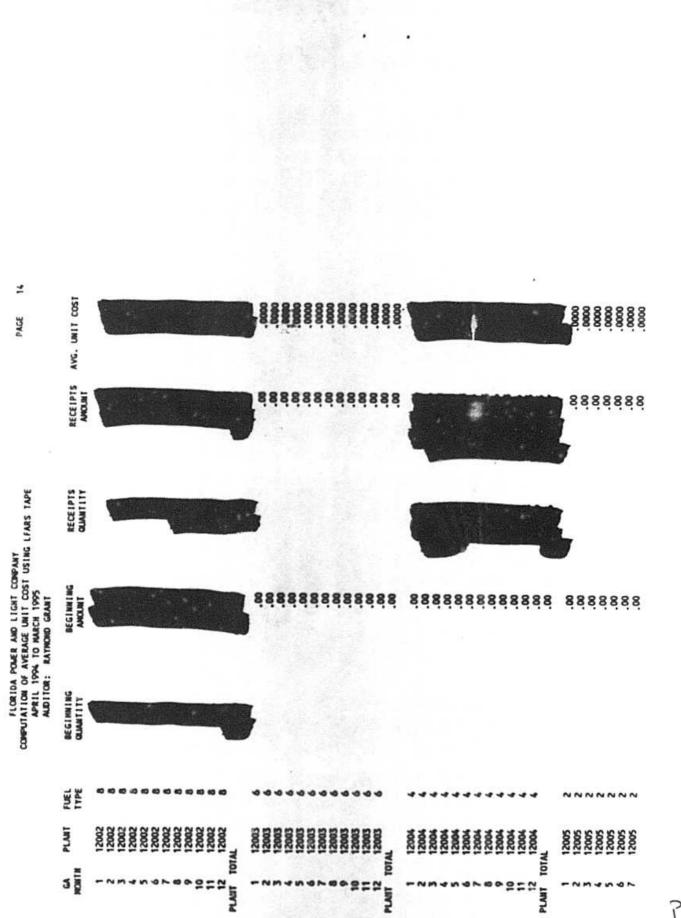


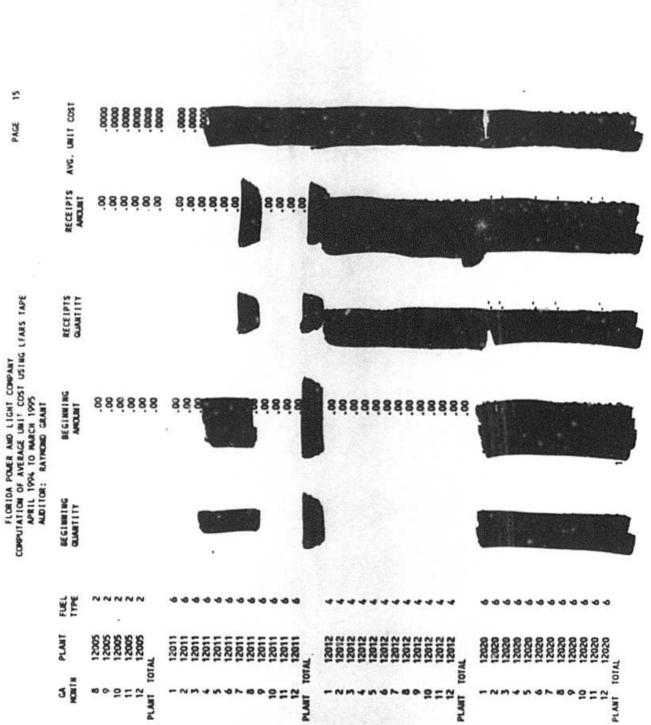
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FLORIDA POWER AND LIGHT COMPANY COMPUTATION OF AVERAGE UNIT COST USING LFARS TAPE APRIL 1994 TO MARCH 1995 AUDITOR: RAYMOND GRANT



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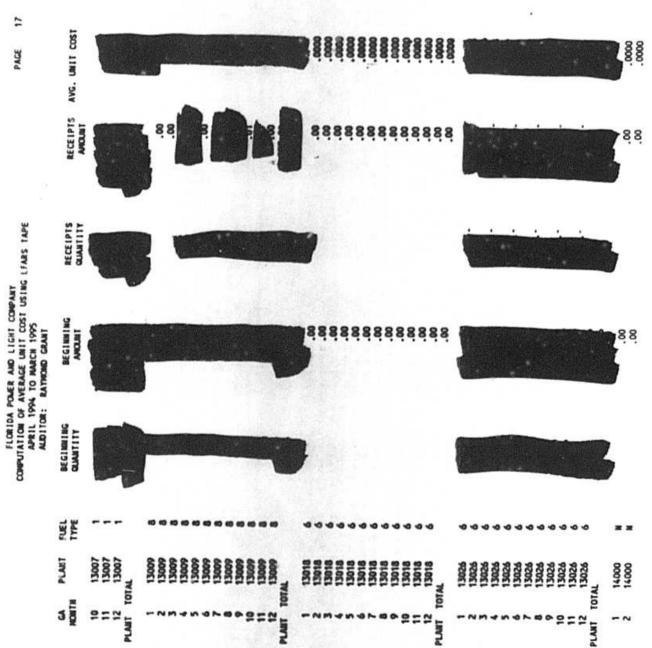




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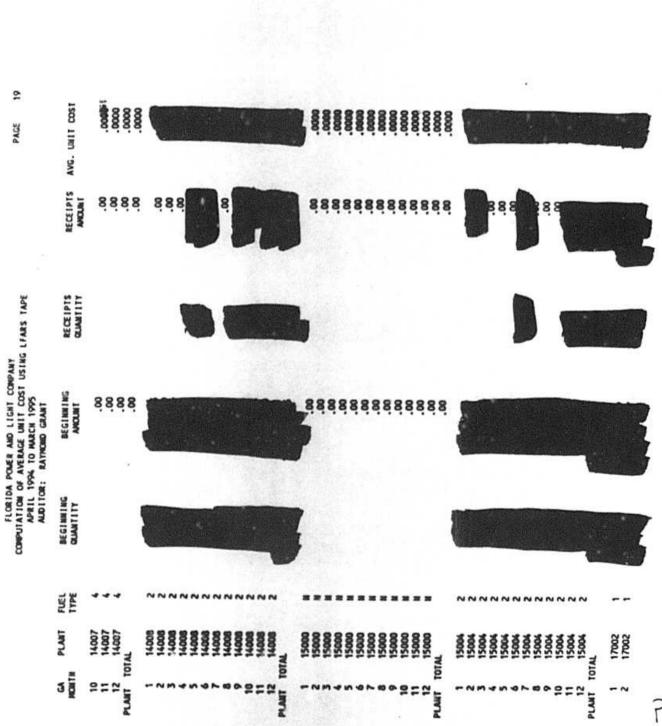
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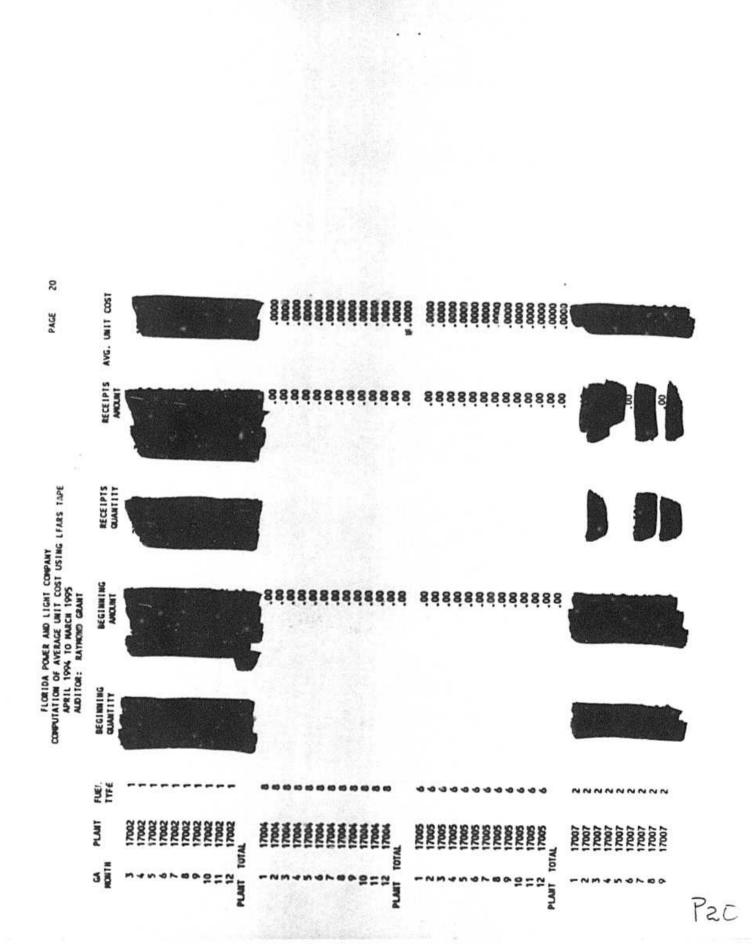
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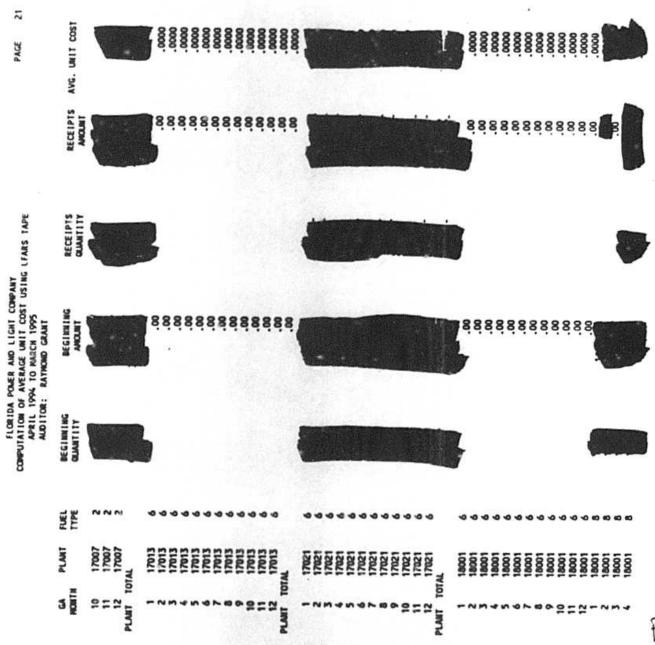


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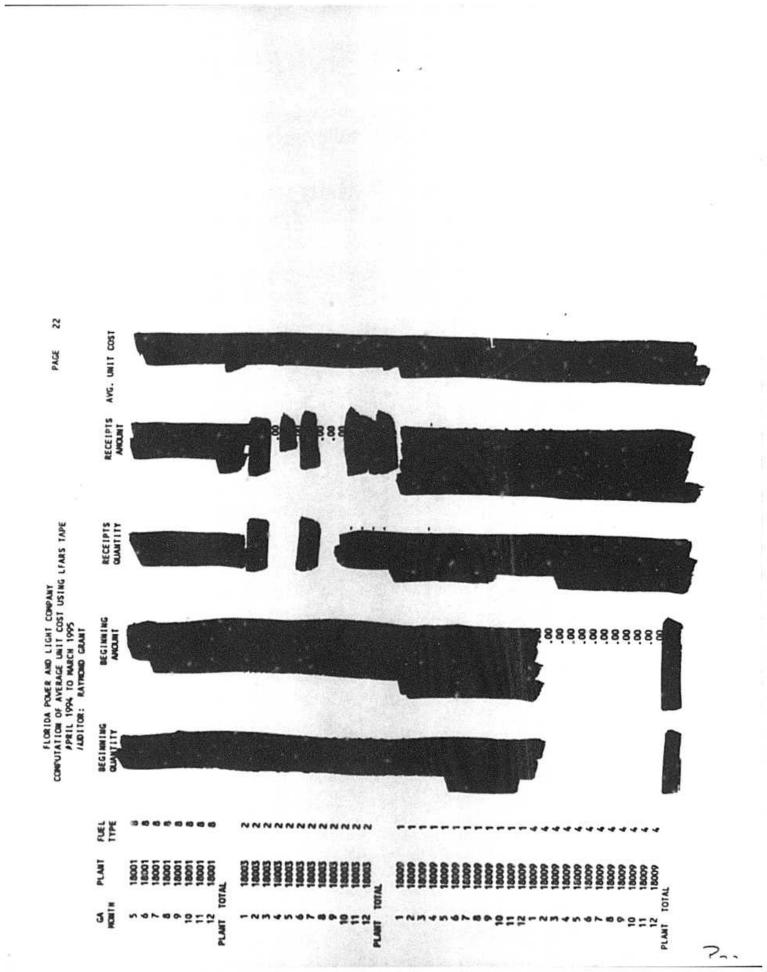




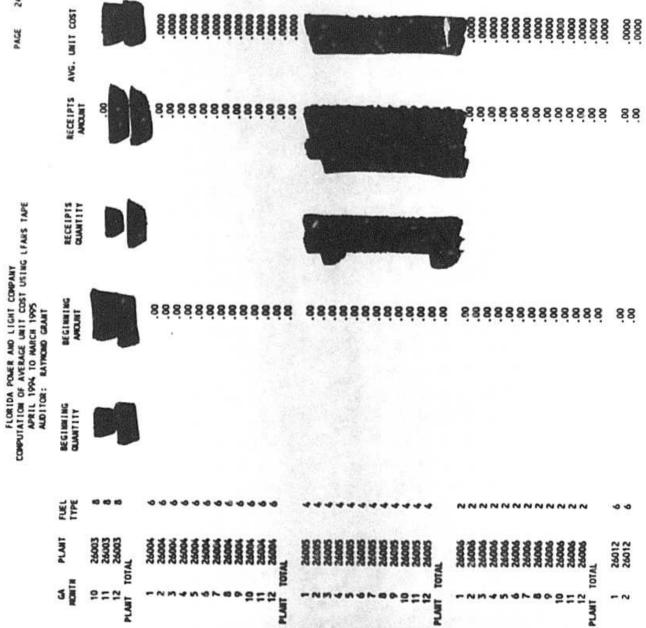


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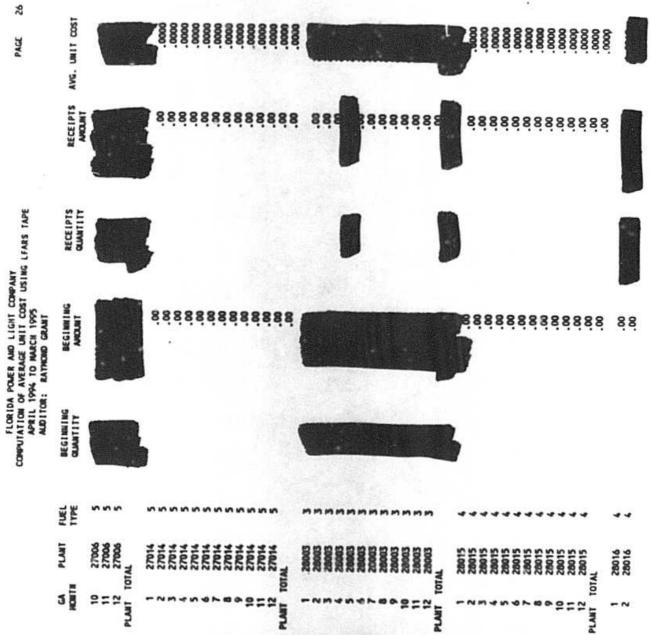


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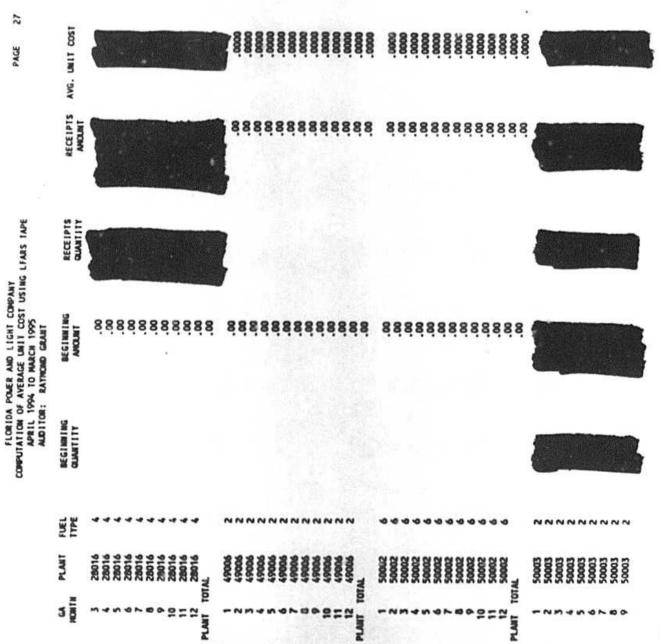


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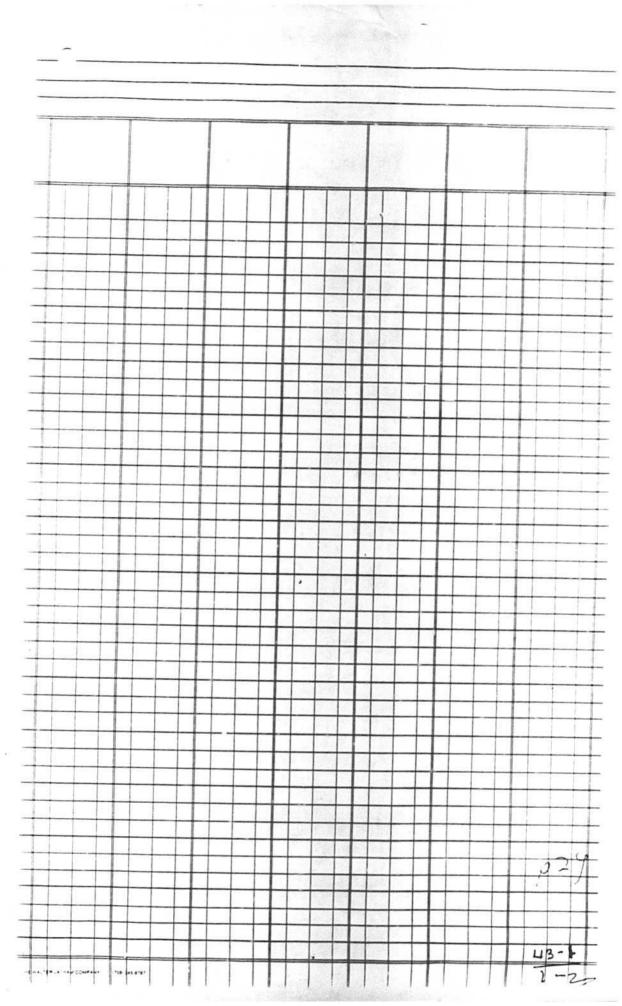


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1 2	26001	151000	51		00	Second and the		1076	0153	052794	975	the second se
1 2		151000		00	00		HE MURER SHIEL		0071	060894	975	
	26001	151000	51	00	00	Ser 1 2 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	HAN SSERIES		0016	062194	975	
4 .	1902		51	00	00			6	0018	062394	975	
	5008	151000	51		00	The second second	Contraction of the	122	04320	070196	9750	
		151000	51	00	00	이가지 않는 방가 너무?		-3 -	04320	070194		
2 2	08007	151000	51		00		Stand Street Media		04320	070194	9750	
	8009	151000	51		00 1		增少4-11支。		04320	070194	9750	
	26005	151000	51	00	00	1. H. S. PEDVER	自動加強加高速也不		04320		9750	
	28016	151000	51		00	A CONTRACTOR OF		102	04320	070194	9750	
	27006	151000	59		00		Margarette Baser	-	0007	070194	9750	
	60008	151000	59	00	00	C. C. M. C. S.			0003	070694	9750	
	4008	151000	51	00	00				3521	070594	9750	
1 0	4008	151000	51		00	land a start start				080194	9750	
	4008	151000	51	00	00		and the second second second	P2	0257	070594	975	
	7007	151000	51		00	Land and		-		071196	975	
	7007	151000	51	00	00				3521	080194	9750	
1 1	1004	151000	51		00		in the best of the		0066	071494	975	
	1004	151000	51		00	L.WASHY			0023	071494	975	
1 1	1004	151000	51	00		1.7		193	0018	072694	975	
1 1	2001	151000	51	00		Contraction of the second	Multi-		0014	070796		
1 1	2001	151000	51	00					0019	072594	975	
1 1	2001	151000	51	00		A STATE OF A			0016	071294	975	
	2001	151000	51	00			國政學 医血管的		0018	071294	975	
1 1	3007	151000	51	00			S STORES	13	0012	072194	975	
	3007	151000	51	00				15	3521	080194	9750	
	3007	151000	51	00			design Strength		0316	071596	975	
	3007	151000	51	00					0270	062994	975	
	7002	151000	51	00					0269	070794	975	
	7002	151000	51					12.	0022	071494	975	
1 1	7002	151000	51	0			$\checkmark$		0019	070594	- 975	
	7002	151000	51	00		E Barrer			0157	071194	975	
	8009	151000		00		100			0017	071294	975	
	8009	151000	51	00					0162	072594	975	
	8009		51	00					0140	072094		
	0007	151000	51	00	00	SESSION N	1. I.		0156	971194	975	

FUEL TYPE	PLANT	ACCOUNT NUNBER	SOURCE CODE	BOL TINU ON	GLANTITY	ANOUNT	DOCUMENT	INV	LOCATION	
1	26001	151000	51	000		A.A.A	V/2/373/2/V			
1	26001	151000	51	0000		A CARLES AND	0013	071994	975	
1	26001	151000	51	0000			0019	071294	975	
3	08011	151000	59	0000			0013	070694	975	
-	00002	151000	59	0000			P4 0008	080294	9750	
4	01002	151000	51	0000	and the state of t		Concerning and the lot of the lot	080394	9750	
4	05008	151000	51	0000		ELSE AND	03595	080394	9750	
4	05008	151000	59	0000			03595	080394	9750	
4	08007	151000	51	0000			0010	080394	9750	
-	08007	151000	59	0000		A Standard	04 03595	080394	9750	
4	18009	151000	51	0000	the same second s		- Halle	050394	9750	
4	28016	151000	51	0000			03595	080394	9750	
4	28016	151000	59	0000			03595	080394	9750	
5	27006	151000	59	0000			0010	080394	9750	
5	50008	151000	50	0000			. 0012	080394	9750	
1	04008	151000	51	0000	and the second s	Sector Mark	4 0009	080296	9750	
1	04008	151000	51	0000			4367	090194	9750	
1	04008	151000	51	0000			0184	082294	975	
1	04008	151000	51	0000			0348	080194	975	
1_	07007	151000	51	0000		1	8. 0349	080194	975	
1	07007	151000	51	0000		10. 10 March	14 4367	. 090195 .		
1	07007	151000	51	0000	CONTRACTOR OF THE PARTY OF		0094	082294	975	
1	11004	151000	51	0000	Sector 2	對國國設計加加	0207	080894	975	
1	11004	151000	51	0000		CO MARCON DE CASA	0012	081194	975	
1	11006	151000	51	0000		Marchan /	0. / 0089	082594	975	
· ·	12001	151000	51	0000			1 0027	081896	975	
1	12001	151000	51	0000			0142	080594	975	
1	12001	151000	51	0000		The Street Street	0017	081794	975	
1	12001	151000	51	0000		The second second	0023	082694	975	
1	12001	151000	51	0000	Constant of the	MORE STREET	8. 0015	080894	975	
1	12001	151000	51	0000		K	U 0125	081696	975	
1	13007	151000	51	0000	No. of Concession, Name		0014	082594	975	
1	13007	151000	51	0000	Providence and		0296	080594		
1	13007	151000	51	0000	ACCESSION OF		0236	081594	975	
1	17002	151000	51	0000	The second se	1	0345	072794	975	
1	17002	151000	51	0000		IV	U 0018	080594	975	
1	17002	151000	51	0000	出来	and towards	4367	090194	9750	
1	17002	151000	51	0000		A LA LA LA LA	0156	081794	975	
1	17002	151000	51	0000			0018	082296	975	
1	17002	151000	- 51		Provide State	2.1	P. 1 0095	082294	975	
1	17002	151000	51	0000		P	9 0018	080196	975	
1	17002	151000	51	0000			0013	081194	975	
1	18009	151000	51	0000			0015	082594	975	
1	26001	151000	51	0000	<b>HARREN</b>		0143	080594	975	
-1	26001	151000	- Si			./	10018	081794	975	
1	26001	151000	51	0000		Y.	0024	082694	975	
4	05008	151000	51	0000			0017	080894	975	
4	08007	151000	51	0000	<b>机体理 在前</b> 前	and the second sec	3170	090294	9750	
4	12004	151000	51	0000			3170	090294	9750	
6	13001	151000	51	0000		1	11 3170	090294	9750	
				LERIO	and the second s	ENGLASSING V	4 3170	090296		

PAGE 4

																	Contraction of the second																		
PAGE 5	LOCATION	ļ	0526	0526	9750	0516	56	515	516	516	516	279	516	516	0525	516 510	8750	55	526	56	556	516	9750	0520	0526	920	0526	0516	528	0516	516	520	Ko	556	520
	DATE		102000	090294	169060	102000	000194	092294	1001494	162260	102000	1071.00	NONOR	092294	100394	092794	100394	169060	092294	000695	092194	091494	092894	709200	092894	100500	100494	102194	100794	100594	101894	100794	101894	101894	100794
	DOCUMENT	1111	212	3170	Du 0000		0306	0316	9 45765	5100	2002	CO00	1500 61	0017	2925	1000 58	5762	0166	C 0019	1910	1100	15 0020	4836	9724	100	0010	8000	uza	1200	00200	6200	S100 2	0026	0/10	
	1mg	e		1.P.a			ogii.			1		100	거	1	100	-	11.00		1	-	100	1	1000			int.	1000	11317		and an	-	2	-	-	Sector of
GNT COMPANY CUMT 151 FLEL M 1995	GUANTITY ANOUNT	and have											×						A CARACTER AND A CARACTER																
A POWER AND LIGHT COMPANY LE OF FUEL ACCOUNT 151 FUEL L 1994 TO MARCH 1995	TITINALD BOL		0000	000			0000					8			888	NOM NOM		0000		0000	0000		0000	0000	0000	0000		0000	0000		0000	0000	0000	0000	0000
FLORIDA POWER AND LIGHT COMPANY SAMPLE OF FUEL ACCOUNT 151 FLEL APRIL 1994 TO MARCH 1995	CUMUTITY .		51 0000	0000			0000	51	51 0000			0000			21 0000 51 0000	11 MMM	12 0000	51 50 50 50 50 50 50 50 50 50 50 50 50 50			51 0000		51 0000			59 0000 F		21 0000		51 0000	0000		0000	51 0000	51 0000
FLORIDA POWER AND LIGHT COMPANY SAMPLE OF FLEL ACCOUNT 151 FLEL APRIL 1994 TO MARCH 1995	UNIT JOB GUANTITY NO	51	51		20 0000	51 0000	0000 15 000151	15	1		151000 51 0000	5					151000 51 0000		I		55	5	15	51	23		5		51	151000 51 0000 151000 51 0000	5	1	5		151000 51 0000 151000 51 0000

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FUEL	PLANT	ACCOUNT NUMBER	CODE	UNIT NO	JOB	QUANTITY	AMOUNT	DOCU	NENT	INV	LOCATION	
1	17002	151000	51		0000		ann	12-	202			
1	17002	151000	51		0000				049	100594	975	
1	26001	151000	51		0000		車)画 (Mai)画 (Mai		028	101894	975	
1	26001	151000	51		0000				333	110194	9750	
1	26001	151000	51		0000			195 0	191	102494	975	
4	05008	151000	51		0000					101894		
4	08007	151000	51		0000		()展试的建治		800	103194	9750	
4	28016	151000	51		0000		な主にお告げの		008	103194	9750	
5	27006	151000	59		0000				800	103194	9750	
5_	50008	151000	59		0000				800	110394	9750	
1	04008	151000	51		0000	ange or			104	110296	9750	
1	04008	151000	51		0000	31000			249	112194	975	
1	64008	151000	51		0000		Sense Sinne		25	112396	975	
1	04008	151000	51		0000				262	103194	975	
L_	07007	151000	51		0000		In the second		13	110894	975	
1	07007	151000	51	- Aller and a second	0000	The second s			101	113096	9750	
1	07007	151000	51		0000	Contraction of the second	States designed for P		01	113096	9750	
1	07007	151000	51		0000		AN ALL BRIDE		73	102694	975	
1	11004	151000	51		0000	1997 12 22 1922			56	110894	975	
1_	11006	151000	51		0000				01	113094	9750	
1	11004	151000	51		0000	The second second		10 00	17	110394	975	
1	11006	151000	51		0000	Contraction and Contract	A company to the second	00	11	111094	975	
1	12001	151000	51		0000			00	80	112194	975	
1	12001	151000	51		0000		A CONTRACTOR OF A CONTRACTOR OF A	00	10	110994	975	
1	12001	151000	51		0000		1. 建田山谷山。	1/01	30	112194	975	
1	12001	151000	51		0000	and the second second		15 0	23	103196	975	
	13007	151000	51		0000			01	89	103194	975	
1	13007	151000	51		0000	A CONTRACTOR OF A CONTRACTOR O		40	01	113094	9750	
1	13007	151000	51		0000				01	113094	9750	
1	13007	151000	51		0000			16 00	74	102694	975	
1	17002	151000	51		0000			10 a1	57	110894	975	
1	17002	151000	51		0000		ALC: NO DECEMBER	40	01	113094	9750	
1	17002	151000	51		0000			40	01	113094	9/20	
1	17002	151000	51		0000	的印刷目的目		90	01	113094	975	
1	17002	151000	51		0000	1. 19 19 19 1	SIX S2080015	16 01	33	111494	975	
1	17002	151000	51		0000	( Change )	-	1 01	58	110896	975	
1	26001	151000	51		0000		COLUMN TO A	01	49	111594	975	
1	26001	151000	51		0000	1.200 10.41	ATTIN THE REAL PROPERTY OF	00	09	110994	975	
4	05008	151000	51		0000			00	17	103194	975	
4	06007	151000	51		0000	E WHILE THERE AL	ALL REAL PROPERTY.	1/ 44	62	120294	9750	
-	12004	151000	51		0000	- Carl Contraction	- A COLORED AND A COLORED AND A	16		120294	9750	
4	18009	151000	51		0000		In Summer and	44	62	120294	9750	
4	28016	151000	51			<b>上注注</b> 理了。250		444		120294	9750	
5	27006	151000	59		0000		<b>建一型车 以后</b> 者	440		120294	9750	
5	50008	151000	50		0000		V	96 000		120594	9750	
1	04008	151000	51				- And	16 000		120294	- 9750	
1	07007	151000	51		0000			02		120694	975	
1	07007	151000	51		0000	din control the	South States and the states	000		112894	975	
1	07007	151000	51		0000	10 10 10 10 10 10 10 10 10 10 10 10 10 1	111-121-1941-1949-1	004		112394	975	
1	11004	151000	51		0000			1601		121294	975	
-		141000			0000		Yana and A	YU 001	15	120594	975	

										2																														
raise 7	LOCATION	Ko	5/6	975	55	KA KO	516	516	516	22	55		515	278	SK	22	526	20	226	9750	0526	0526	9750	25	975	ST.	9750	0526	9750	0579	516	579	9750	576	CIA O	516	975	576	975	55
	1 NV DATE	112894	121294	122194	121694	120804	120194	113094	112394	10000	113094	120594	112894	NUMBER	122794	121694	121294	12059	121694	010495	010495	010595	010594	010395	012694	011395	020295	020295	020395	020295	20100	022195	030195	022195	201020	021595	021695	020795	020695	021595
	DOCUMENT	6000	6000	2000	1 000	110	0116		V 10 0030		110		101 0010	N .		0012	196 0010		0100	4576	V 16 4576	0010	8000	101 0000	9200 A	200		16 3100	8000	9000	0510	W 0160	3007	5100	3006	0045	8000	0014	0015	1100044
		1.00																																						
UEL	ITTY MOUNT																				Sales of the																			۱۲ ۱۲
COUNT 151 FUEL CH 1995	QUANTITY AN																				and the second s																			
DF FUEL ACCOUNT 151 FUEL POG TO MARCH 1995				0000	DOOD	0000			DODD - COLORADO		800			0000	81			0000			0000	0000	000	0000	0000	8000	0000	0000	0000	0000	0000	0000		0000	000		0000	0000	0000	0000
SAMPLE OF FUEL ACCOUNT 151 FUEL WRIL 1994 TO MAKEN 1995	UNIT JOB QUANTITY			0000	0000	0000	0000		DOOD TO THE REAL PROPERTY OF THE REAL PROPERTY		8			0000	81			0000	8		0000			0000	0000	800		0000	0000	0000	0000	0000		0000	0000		0000	0000	0000	0000
SAMPLE OF FUEL ACCOUNT 151 FUEL APRIL 199% TO NURCH 1995	ATTIMAND BOL	21 0000 E		51 0000	51 DDDD	21 0000		51 mm · · · · · · · · · · · · · · · · · ·	11 0000 12	5	0000		1	21 0000 15	81			51 0000 15						0000	51 0000 51	51 0000 June 12				51 0000				15				51 0000	51 0000	0000 10
SAMPLE OF FUEL ACCOUNT 151 FUEL APRIL 199% TO NAKCH 1995	UNIT JOB QUANTITY	53		15	3	151000 51 0000		5	15	5				10/01	151000 51 0000 151000 51 0000			5			15	* *	5	151000 51 0000 151000 51 0000	15	57		=	2 2		53	15	5				. 5		151000 51 0000 1000	15
SAMPLE OF FLEL ACCOUNT 151 FLEL APRIL 199% TO MAKCH 1995	SOURCE UNIT JOB QUANTITY CODE NO	53	151000 51	151000 51	151000 51	53	151000 51	151000 51	151000 51	151000 51	15 000101	151000 51	151000	151000		151000	151000	121000 51	12 000121	151000 51	151000 51	151000 59	151000 51		151000 51	151000 51	151000 51	151000 51	92 000121	151000 51	151000 51	151000 51	151000 51	12 000 51	12 000121	151000 51	151000 51	151000 51	51	10 000161

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		TYE 3/95	EL TRANSACTION	rio e i i e i i	YEN NGO 43-2/1			_			
	DATE	INVOICE #	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT		ATT	AIBU	TE		
3		INVOICE #	VENDOR			1	2	3	4	5	6
	3/30/94	IPSOTTUO1		NO. 6 FUEL OIL	1	×	×	×	×	×	
4	4/18/94	94-04-084		NO. 6 FUEL OIL		×	×	×	×	×	
	4/18/94	6724	different	NO. 6 FUEL OIL, 1 PCT. SULFUR		×	×	×	×	x	
. 4	4/15/94	94-04-004011		NO. 6 FUEL OIL	1	X	×	×	×	×	
1	4/28/94	V04461		NO. 6 FUEL OIL - 1 % MAX	1	×	×	×	×	×	
	4/25/94	94-04-004073 REV 1		NO. 6 FUEL OIL7%			×	×	×	×	
:	3/29/94	6693		NO 6 FUEL OIL		×	×	×	x	×	
	5/4/94					×	x	×	×	×	
	5/2/94	V2798135		NO 6 FUEL OIL			×	×	×	×	
	5/20/94	94-05-161		NO 6 FUEL OIL		×	x	x	×	×	
	5/17/94	11066R		NO. 6 FUEL OIL	4	×	×	×	×	×	
1	5/17/94	94-05-004220		NO. 6 FUEL OIL		X	×	×	×	×	
1	5/23/94	V05317		NO 6 FUEL OIL	1	X	x	×	×	×	

COMPANY: TITLE: PERIOD:	FPL SAMPLING OF FL TYE 3/95	JEL TRANSACTION	AUDITOR	5/5/95 YEN NGO 43-2/1					
DATE	INVOICE #	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT	ATT	RIBL	JTE		
6/17/94	107100			Company of	1 2	3	4	5	6
	M07499		NO. 6 FUEL OIL	- Constant					
4/29/94	94-04-129		NO. 6 FUEL OIL		×	×	×	×	
5/26/94	IPSOSISO2		NO. 6 FUEL OIL	1	×	x	x	×	
6/1/94	- Carlos and	The second second	NATURAL GAS		×	×	×	×	
6/2/94						135			
and the second second	a la company de la company	Lunion and the	COAL AT SJRPP		x x	×	×	×	
6/3/94	94-05-187	Alternation of the state of the	NO. 6 FUEL OIL	1 ( Care 1 )	×	×	×	×	
6/24/94	94-06-212		NO. 6 FUEL OIL	1	×	×	×	×	
6/6/94	94-06-004395		NO. 6 FUEL OIL	1A	×	×	×	×	
6/21/94 ·	V06313		NO. 6 FUEL OIL	1	×	x	×	×	
6/27/94	V2803282		NO. 6 FUEL OIL	1 Section of the section of the	×	x	×	x	
6/30/94			NATURAL GAS		×	x	×	x	
6/30/94			NATURAL GAS		×	x	×	×	
7/11/94	IPSOTTUO4		NO. 6 FUEL OIL		x x	×	×	×	

PZ

COMPANY TITLE: PERIOD	FPL SAMPLING OF FL TYE 3/95	EL TRANSACTION	DATE: AUDITOR: WORKSHEET #	5/5/95 YEN NGO 43-2/1						
DATE	INVOICE #	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT		ATT	RIBU	TE		Τ
· · · · · · · · · · · · · · ·	178 A.S. 1980 AMERICAN				1	2	3	4	5	6
7/7/94	94-07-217		NO. 6 FUEL OIL	1	×	x	x	x	×	
7/27/94	94-07-004884		NO. 6 FUEL OIL		×	x	×	x	×	ing.
7/1/94	94-07-214		NO. 6 FUEL OIL		×	x	x	x	×	
7/11/94	V2805334		NO. 6 FUEL OIL	1	×	×	x	x	×	

1. Audit analyzer information agrees with LFARS transaction 2. Audit analyzer informationand LFARS fuel transaction register 3. Proper approval

4. Transaction charged to the proper account 5. Invoice traced to PMIS system which shows when the invoice was paid.

NY: FPL SAMPLING OF FUEL TRANSACTIONS TYE 3/95 INVOICE # VENDOR		AMPLING OF FUEL TRANSACTIONS AUDITOR						6/6/95 YEN NGO 43-2/1							
INVOICE #	VENDOR	DESCRIPTION OF PURCHASE AMOUNT						-							
			Mainten			3 X	4 X	5 X							
				X	x	x	×	x							
12.2		20% PORTION OF COAL @ SJRPP	2010 I	×	x	x	x	x							
11662R		NO. 6 FUEL OIL DELIVERED		k	×	×	x	x							
94-08-272		NO. 6 FUEL OIL			×	×	×	×							
V2808835		NO. 6 FUEL OIL			x	×	×	×							
94-08-243		NO. 6 FUEL OIL	2	×	×	×	x	×							
V08014		NO 6 FUEL OIL			x	x	×	x							
94-08-005212		NO. 6 FUEL OIL		X	x	x	x	x							
		NATURAL GAS		x	x	x	x	x							
901-55000-8		20% PORTION OF COAL @ SJRPP			x	x	x	x							
94-09-314	k	NO 6 FUEL OIL		X	x	x	x	x							
	SAMPLING OF FU TYE 3/95 INVOICE # 11662R 94-08-272 V2808835 94-08-243 V08014 94-08-005212 901-55000-8	SAMPLING OF FUEL TRANSACTIONS         TYE 3/95         INVOICE #         VENDOR         11662R         94-08-272         V2808835         94-08-243         V08014         94-08-005212         901-55000-8	SAMPLING OF FUEL TRANSACTIONS TYE 3/95       AUDITOR: WORKSHEET #         INVOICE #       VENDOR         DESCRIPTION OF PURCHASE         11662R       20% PORTION OF COAL @ SJRPP         94-08-272       NO. 6 FUEL OIL DELIVERED         V2808835       0. 6 FUEL OIL         94-08-243       NO. 6 FUEL OIL         V08014       NO. 6 FUEL OIL         94-08-005212       NO. 6 FUEL OIL         901-55000-8       SURPP	SAMPLING OF FUEL TRANSACTIONS       AUDITOR:       YEN NGO         AUDITOR:       YEN NGO         WORKSHEET #       YEN NGO         INVOICE #       VENDOR       DESCRIPTION OF PURCHASE         INVOICE #       VENDOR       DESCRIPTION OF COAL @         SJRPP       NO. 6 FUEL OIL DELIVERED       NO. 6 FUEL OIL         V2808835       94 - 08 - 272       NO. 6 FUEL OIL         V2808835       94 - 08 - 243       NO. 6 FUEL OIL         V08014       94 - 08 - 005212       NO. 6 FUEL OIL         91 - 55000 - 8       ON 0 - 8 FUEL OIL	SAMPLING OF FUEL TRANSACTIONS     AUDITOR: AUDITOR: WORKSHEET     Stonson YE 3/95       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT       1     1     20% PORTION OF COAL @ SJRPP     AMOUNT       11662R     VENDOR     DESCRIPTION OF COAL @ SJRPP     X       V2808835     V0. 6 FUEL OIL     NO. 6 FUEL OIL     X       V2808835     V0. 6 FUEL OIL     NO. 6 FUEL OIL     X       V08014     V08014     NO. 6 FUEL OIL     NO. 6 FUEL OIL       NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X       V08014     V08014     V0. 6 FUEL OIL     X     X       901-55000-8     V0. 6 FUEL OIL     X     X	SAMPLING OF FUEL TRANSACTIONS     AUDITOR: WORKSHEET     YEN NGO 43-2/1       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTER YEN NGO 43-2/1       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTER YEN NGO 43-2/1       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTER YEN NGO 43-2/1       Invoice     VENDOR     DESCRIPTION OF COAL @ SJRPP     X     X       NO. 6 FUEL OIL DELIVERED NO. 6 FUEL OIL NO. 6 FUEL OI	SAMPLING OF FUEL TRANSACTIONS     AUDITOR: WORKSHEET #     YEN NGO 43-2/1       INVOICE #     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTRIBU       1     2     3     X     X       11662R     94-08-272     NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X       V2808835     94-08-243     NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X       V08014     94-08-005212     NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X       91-55000-8     01     SUPORTION OF COAL @ SURPP     X     X     X	SAMPLING OF FUEL TRANSACTIONS     AUDITOR: WORKSHEET     YEN NGO 43-2/1       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTRIBUTE 1       INVOICE     VENDOR     DESCRIPTION OF PURCHASE     AMOUNT     ATTRIBUTE 1       11662R     94-08-272     NO. 6 FUEL OIL     NO. 6 FUEL OIL       V2808835     94-08-243     NO. 6 FUEL OIL     NO. 6 FUEL OIL       NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X     X       V08014     94-08-005212     NO. 6 FUEL OIL     NO. 6 FUEL OIL     X     X     X       91-55000-8     20% PORTION OF COAL @ JIRPP     X     X     X     X     X							

COMPANY TITLE PERIOD	FPL SAMPLING OF FL TYE 3/95	EL TRANSACTIONS	DATE. AUDITOR: WORKSHEET #	6/6/95 YEN NGO 43-2/1						
DATE	INVOICE .	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT		ATT	RIBU	TE		
9/1/94	94-09-291		NO. 6 FUEL OIL	18	1	2	3	4	5	8
		2	NO. 6 FOEL OIL	115	×	×	×	×	×	
9/6/94	94-09-005325		NO. 6 FUEL OIL	1		×	x	×	×	
9/8/94	IPSOVZI-04		NO. 6 FUEL OIL			×	x	×	x	
10/4/94	The second		NATURAL GAS			×	x	×	×	
10/4/94			NATURAL GAS	1	×	×	x	×	x	
10/7/94			NO. 6 FUEL OIL		×	x	×	×	×	
10/28/94	IPSOWGE01		NO. 6 FUEL OIL	Same and	×	x	x	×	x	
9/26/94	94-09-005502		NO. 6 FUEL OIL		×	×	×	×	x	
10/11/94	94-10-331		NO. 6 FUEL OIL	AL	×	×	x	×	×	
11/2/94	901 - 555000 - 8		20% PORTION OF COAL @ SJRPP			×	×	x	x	
11/28/94	94-11-377		NO. 6 FUEL OIL		-	×	×	×	x	
1/3/94	94-11-365		NO 6 FUEL OIL	•	T	x	×	x	x	
10/28/94	IPSOWGED1		NO. 6 FUEL OIL		T	x	×	x	x	

PS

COMPANY TITLE PERIOD	FPL SAMPLING OF FI TYE 3/95	UEL TRANSACTIONS	AUDITOR	6/6/95 YEN NGO 43-2/1					
DATE	INVOICE #	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT		RIBL			
11/8/94	IPSOXH801		NO. 6 FUEL OIL		1 2 X X	3	4	5	6
11/8/94	IPSONXWO1		NO. 6 FUEL OIL	ķ	xx	×	×	×	
12/2/94			NATURAL GAS			x	x	x	1.32
12/2/94	901-55000-8		20 % PORTION OF COAL @ SJRPP		xx	×	×	×	
12/5/94	94-12-386		NO. 6 FUEL OIL		×	×	×	×	
12/8/94	IPSOYC401		NO. 6 FUEL OIL	,13	X	×	×	×	
12/16/94	V2819904		NO. 6 FUEL OIL	1	xx	×	x	×	
11/28/94	IPSONXWO3	Contraction of The	NO. 6 FUEL OIL	1 States	X	×	x	x	
12/5/94	IPSOWRMO2	Contract Design	NO. 6 FUEL OIL		x x	×	×	×	
1/4/95	901-42801-6		NATURAL GAS		xx	x	x	x	
12/6/94	V01396		NO. 6 FUEL OIL		x x	x	x	x	
2/2/95	901-42801-6		NATURAL GAS		×	×	×	×	
2/20/95			NO. 6 FUEL OIL		××	x	×	x	
2/16/95	12775RRR		NO 6 FUEL OIL		xx	x	×	×	

COMPANY: TITLE: PERIOD:	FPL SAMPLING OF F TYE 3/95	UEL TRANSACTIONS	DATE: AUDITOR: WORKSHEET	6/6/95 YEN NGC 43-2/1						
DATE	INVOICE #	VENDOR	DESCRIPTION OF PURCHASE	AMOUNT		ATT	RIBU	TE		
2/16/95	12775RRR	and the second sec		-	1	2	3		5	6
3/2/95		Variation in the second	NO. 6 FUEL OIL	-	k	x	x	x	x	
	901-40500-8		NATURAL GAS	VIE	×	x	x	×	x	
3/28/95			NO. 6 FUEL OIL							
3/2/95	V03021		NO. 8 FUEL OIL			×	x	×	×	
in all gales on a			NO. S FOEL OIL			x	×	x	×	
4/4/95	901-40444-1	CARLES IN THIS PROPERTY.	NATURAL GAS							2.5
4/4/95	901-41300-1			No.	X	×	×	×	×	
4/4/95	901-55000-8	L	NATURAL GAS		×	×	x	x	×	
	301-35000-8		M&S CORRECTIONS & ADJUSTMENTS	1 The	-	x	x	x	x	

4.1

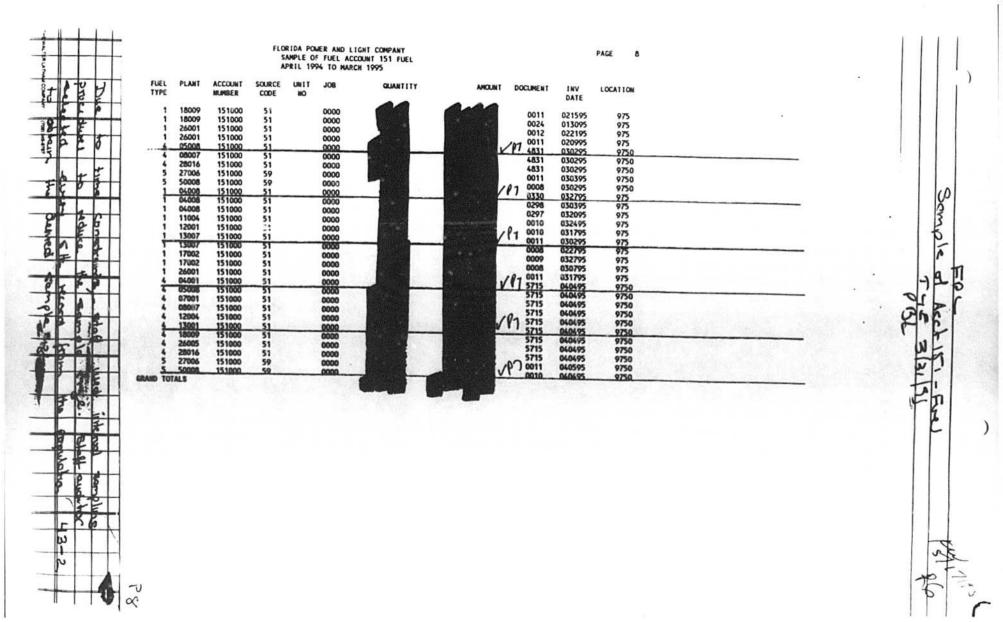
1. Audit analyzer information agrees with LFARS transaction 2. Audit analyzer informationand LFARS fuel transaction register

3. Proper approval

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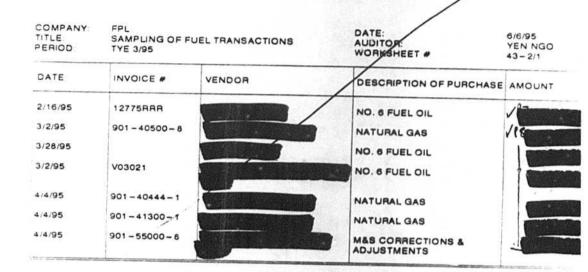
4. Transaction charged to the proper account

5. Invoice traced to PMIS system which shows when the invoice was paid.



5 PBC

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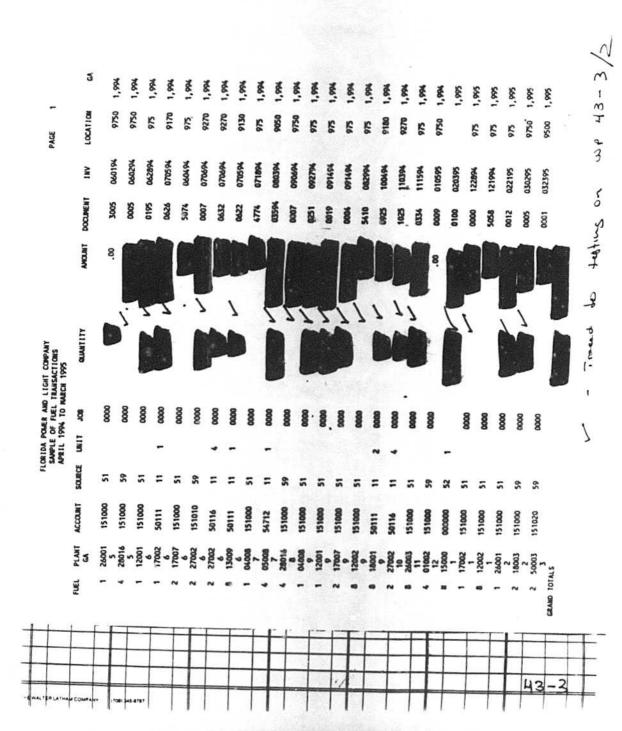


1 Audit analyzer information agrees with LFARS transaction 2 Audit analyzer informationand LFARS fuel transaction register 3 Proper approval

4 Transaction charged to the proper account
 5 Invoice traced to PMIS system which shows when the invoice was paid.

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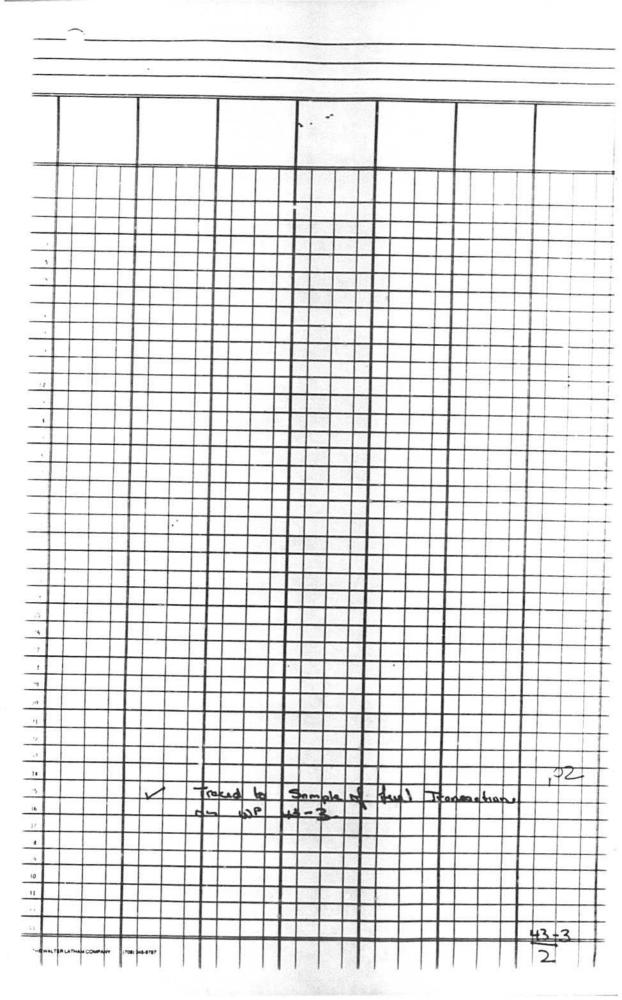
FP. Sample d 5-95-5-

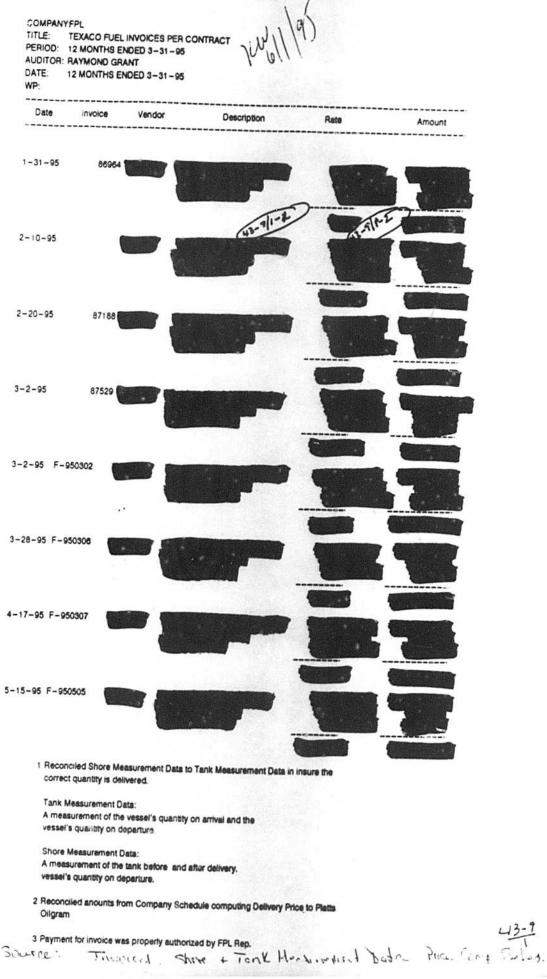


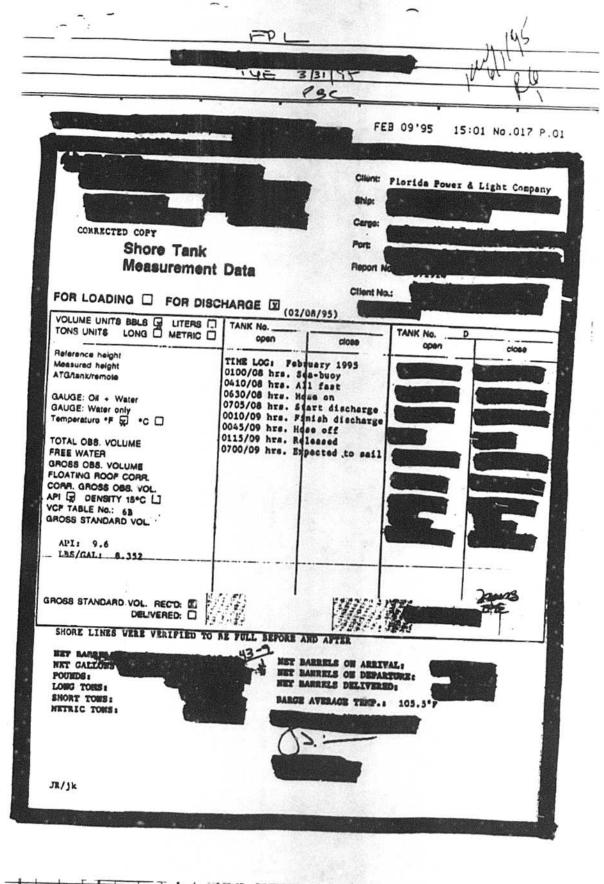
Company:	FPL
Title:	Sample of Fuel Transactions
Period:	12 Months ended March 31, 1995
Auditor:	Raymond Grant
Date:	6-5-95
WP:	43-3-1

DATE	Invoice	Vendor/Source	Description			A#	ribul			
6-2-94				Amount	1				5	6
6-28-94 6-28-94	F-940602				x		x		N/A	
7-6-94					××	××	x	××	X N/A	X N/A
7-6-94 6-29-94					×				N/A	
8-3-94 9-6-94					××	××	××	××	N/A N/A	N/A N/A
9-23-94 9-7-94	F-940903 F-940901				××	××	××	××	N/A N/A	N/A N/A
9-12-94	Y-12141				×××	×××	×××	××	××××	x
		(1 c)			××			x	N/A	N/A
11-7-94 2-3-95	KE - 00 1		and zero to							
12-21-94					×××	××××	×××	×××	X NANNAN	N/A
2-21-95 3-1-95 3-7-95	F-950216									
2-1-90	e E			ind with	×××	×××	××××	×	X X N/A N	N/A

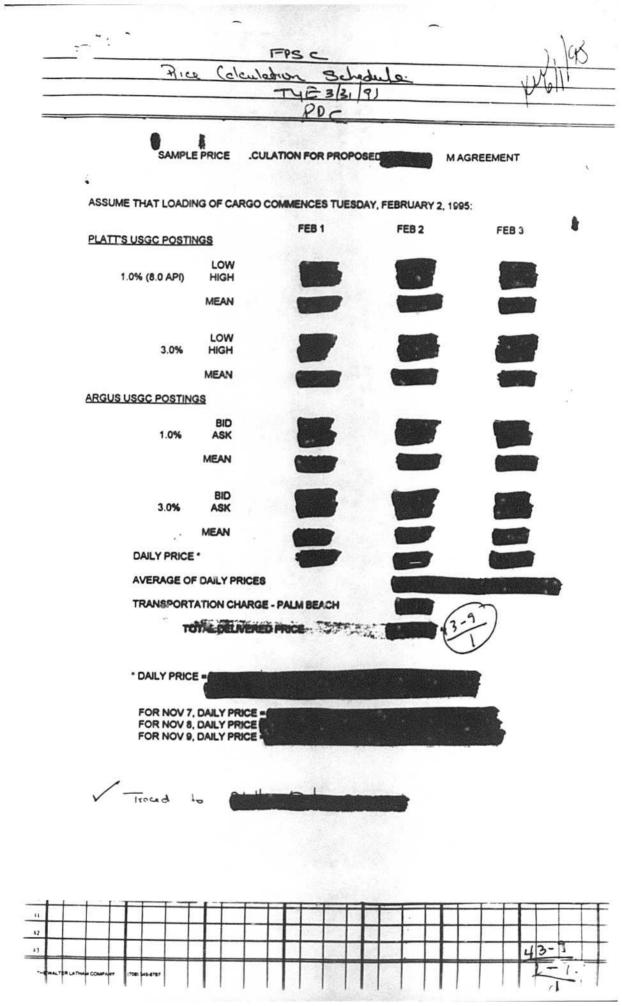
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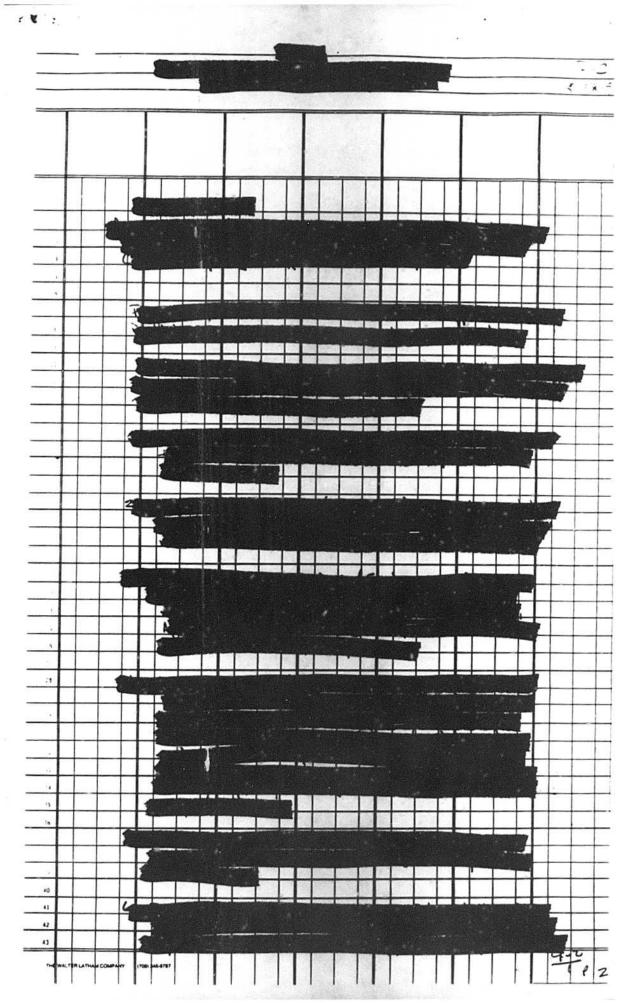
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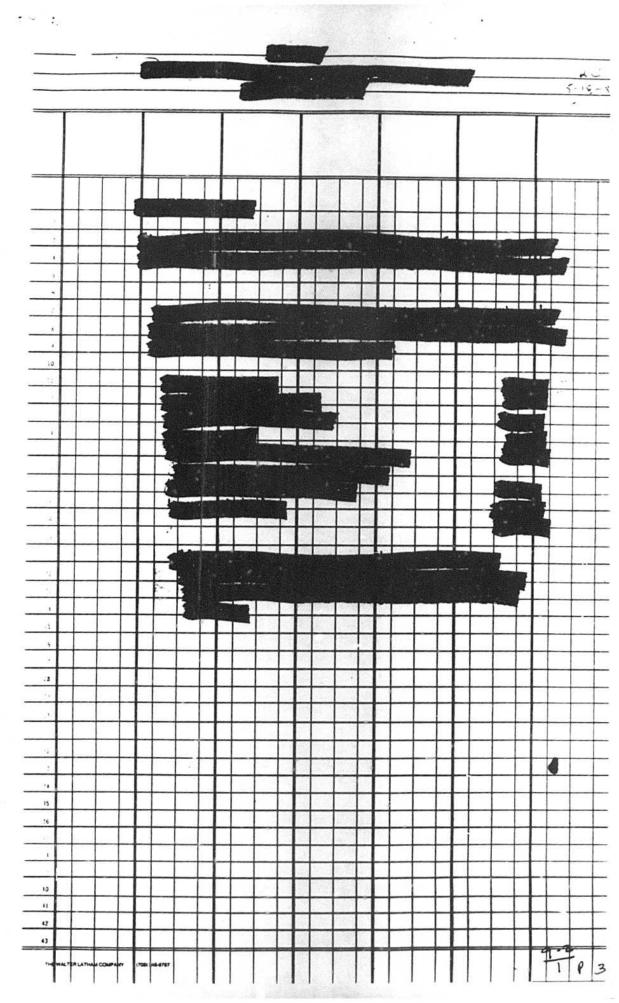


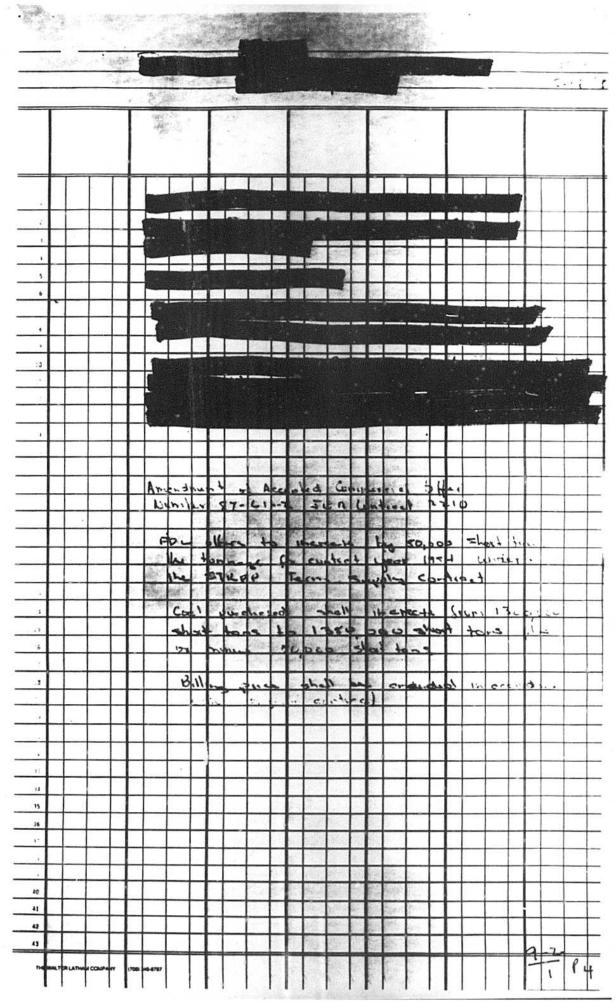
## ATTACHMENT E

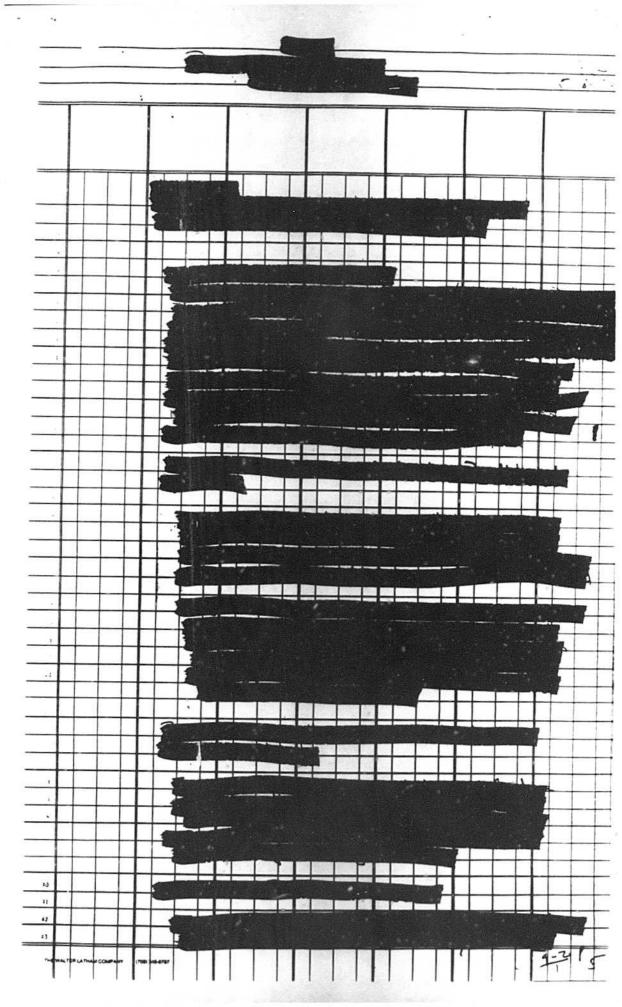
(See envelope marked "Confidential")

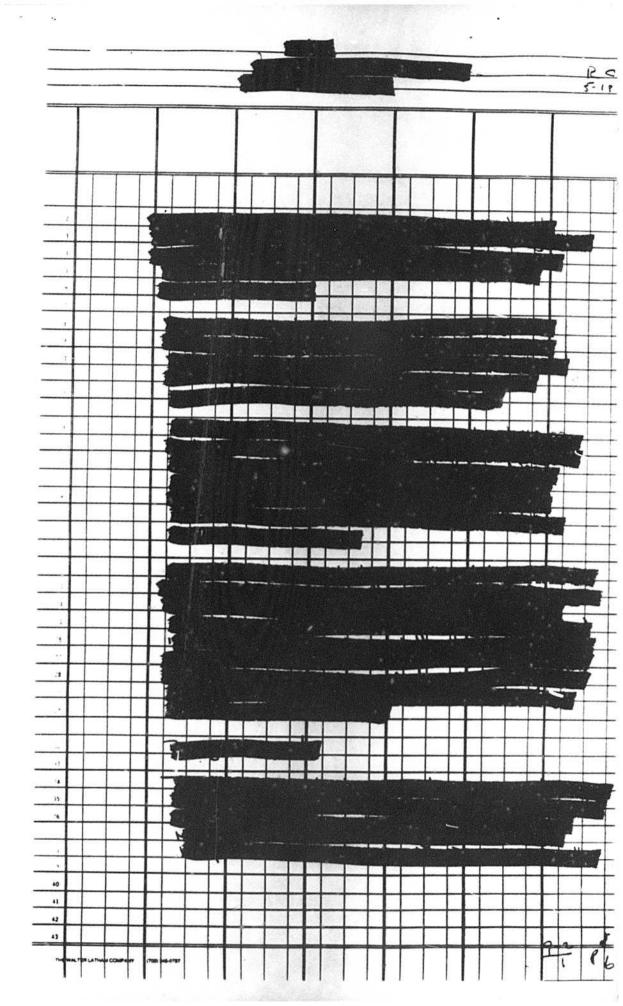
## ATTACHMENT F

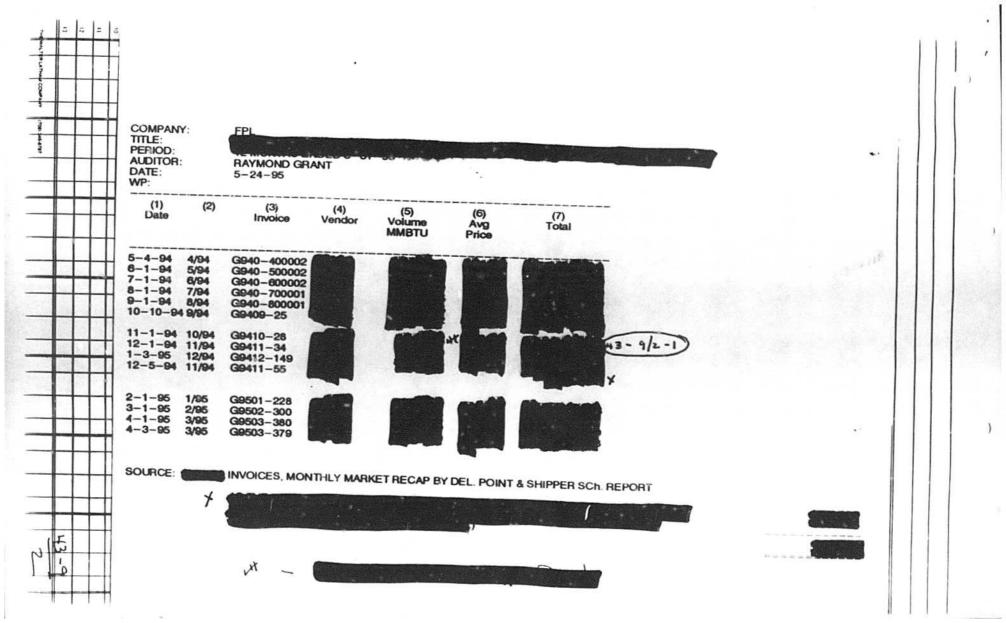


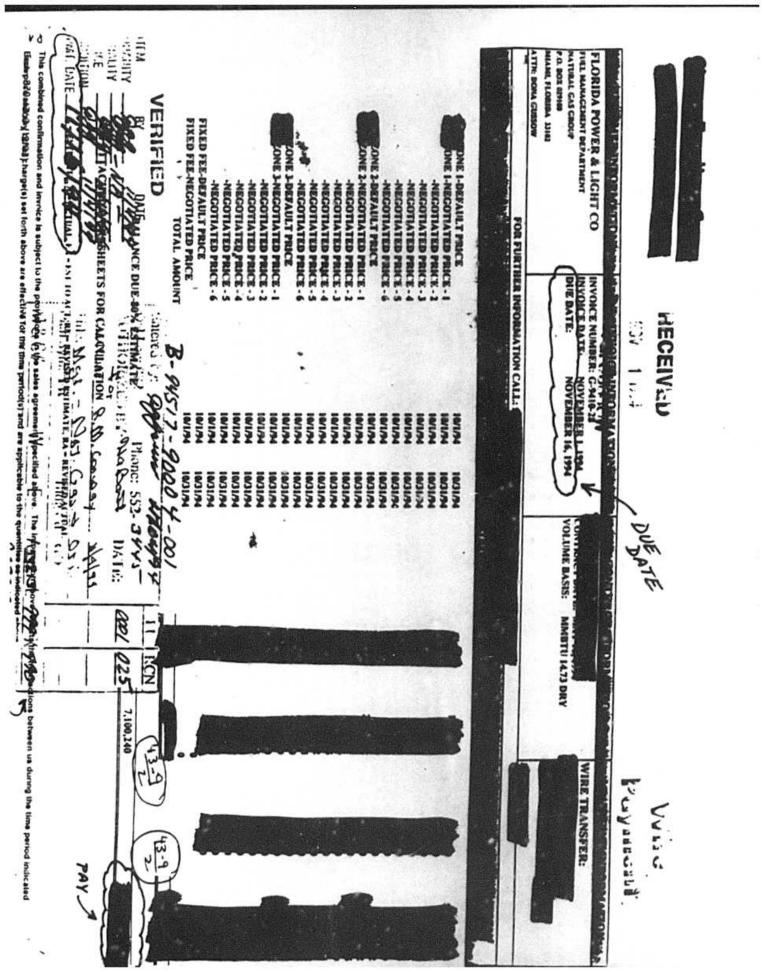


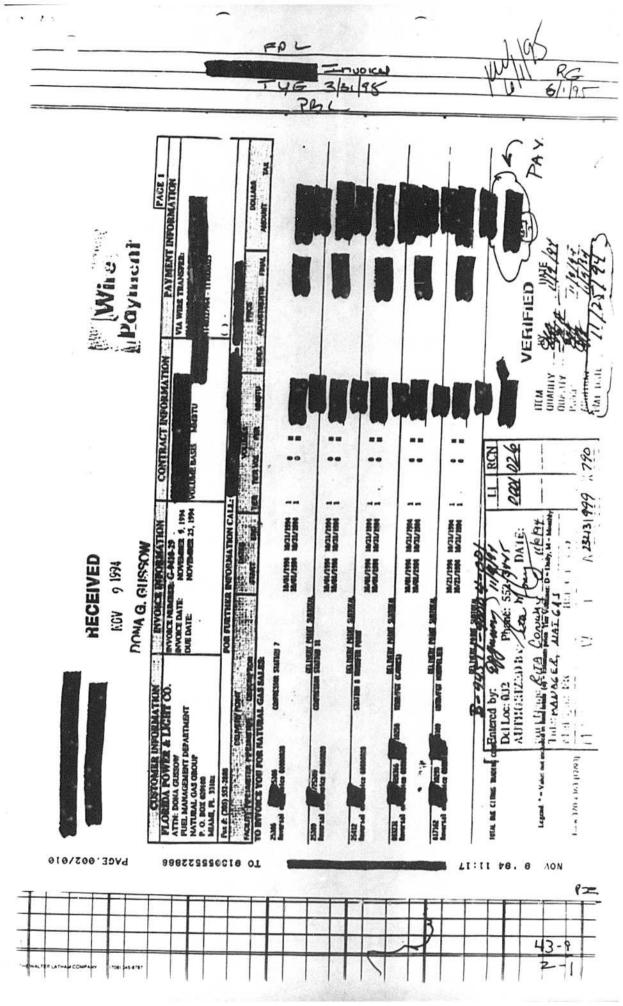










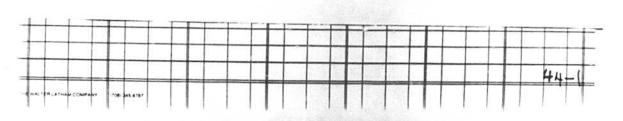


## ATTACHMENT G

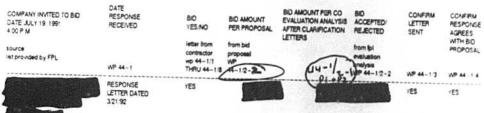
(See envelope marked "Confidential")

## ATTACHMENT H

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NO DATE ON RESPONSE LETTER	YES				YES	YES	
RESPONSE LETTER D 3130 92 COMPANY NOT SAY DECLINED	ATED NO TES	N/A	NA	NA	YES	YES	
RESPONSE LETTER DATED 3-26-92	NO	NA	NA	NA	rES	YES	
RESPONSE LETTER DATED 3:31 92	rES				YES	N	
RESPONSE LETTER DATED 3/31/92	YES				YES	155	
AESPONSE LETTER DATED 3/31/92	YES				YES	res	
RESPONSE LETTER DATED 3/31/92	YES				YES	YES	



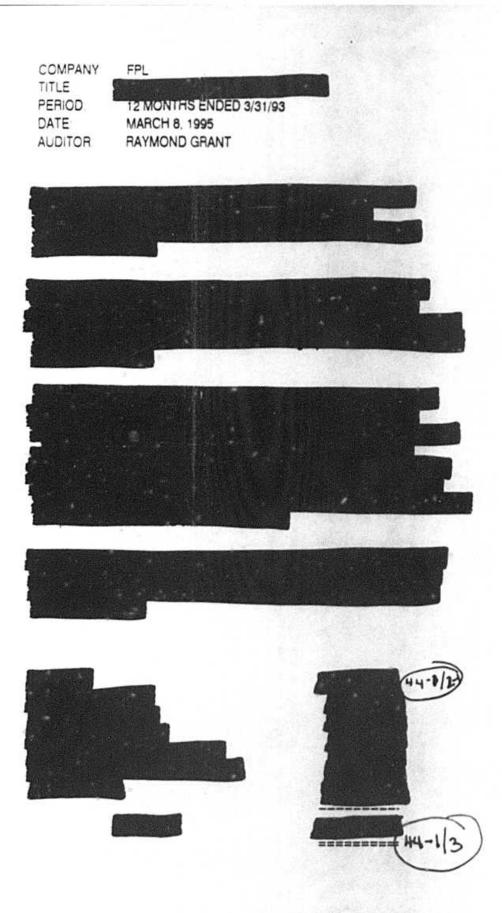
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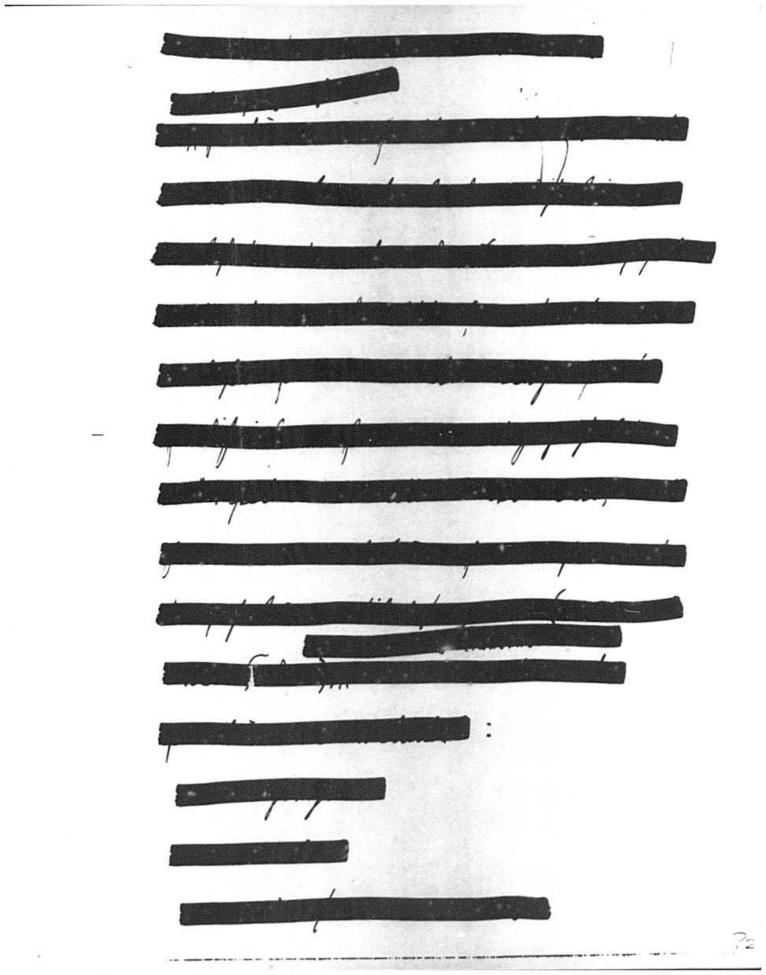
FPL BID EVALUATION MARCH 5 1995 RAYMOND GRANT

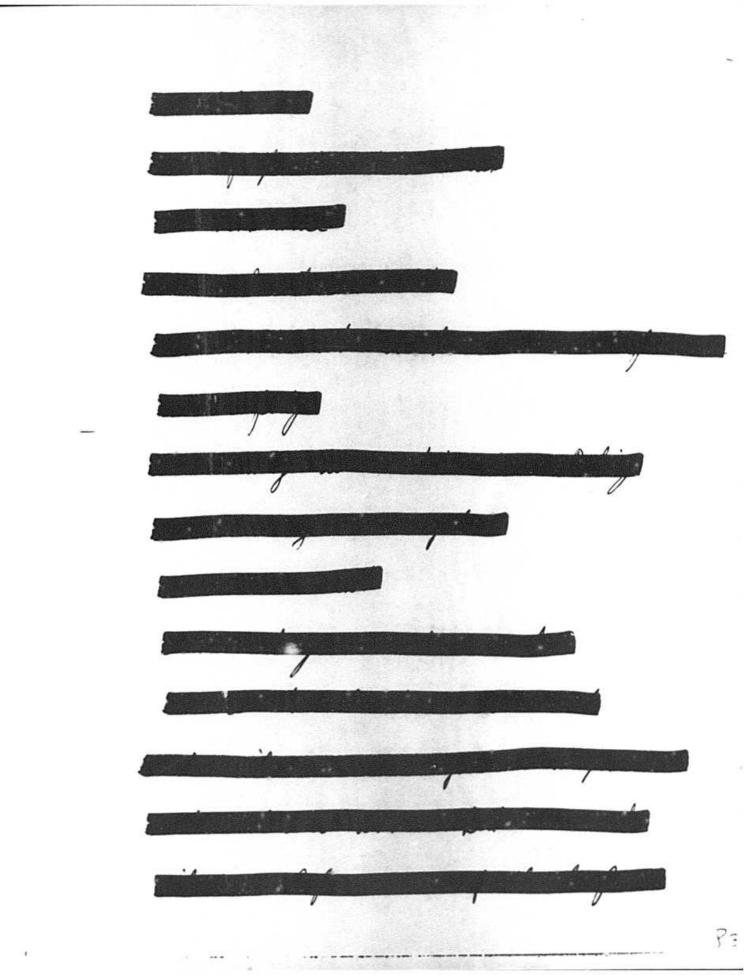
22

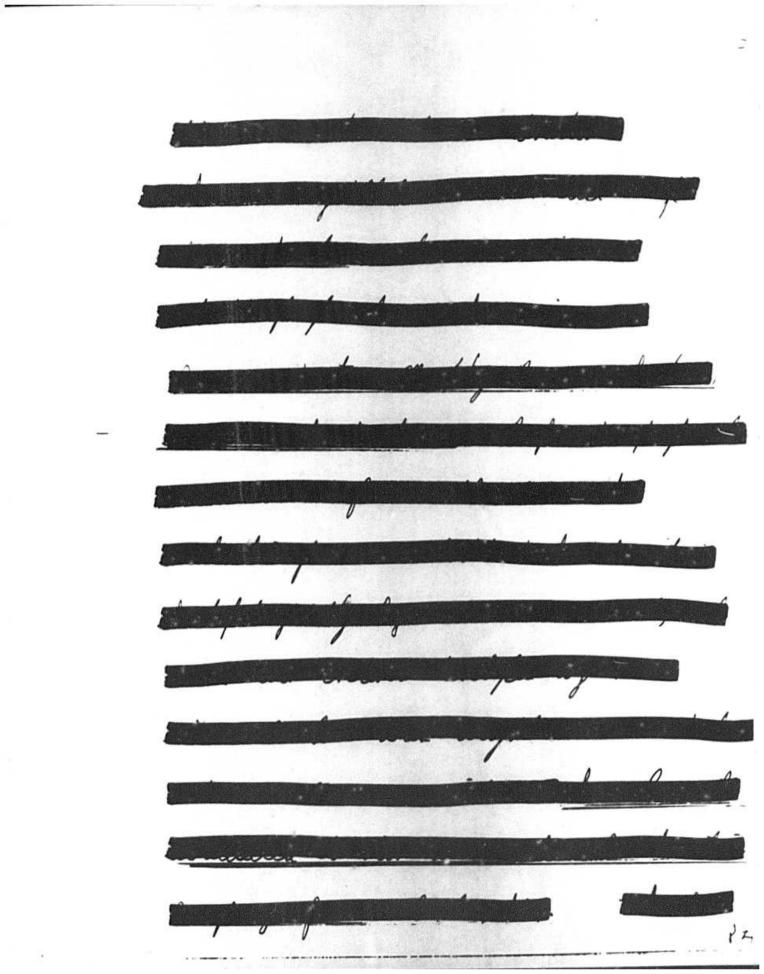
COMPANY TITLE DATE

AUDITOR WP NO

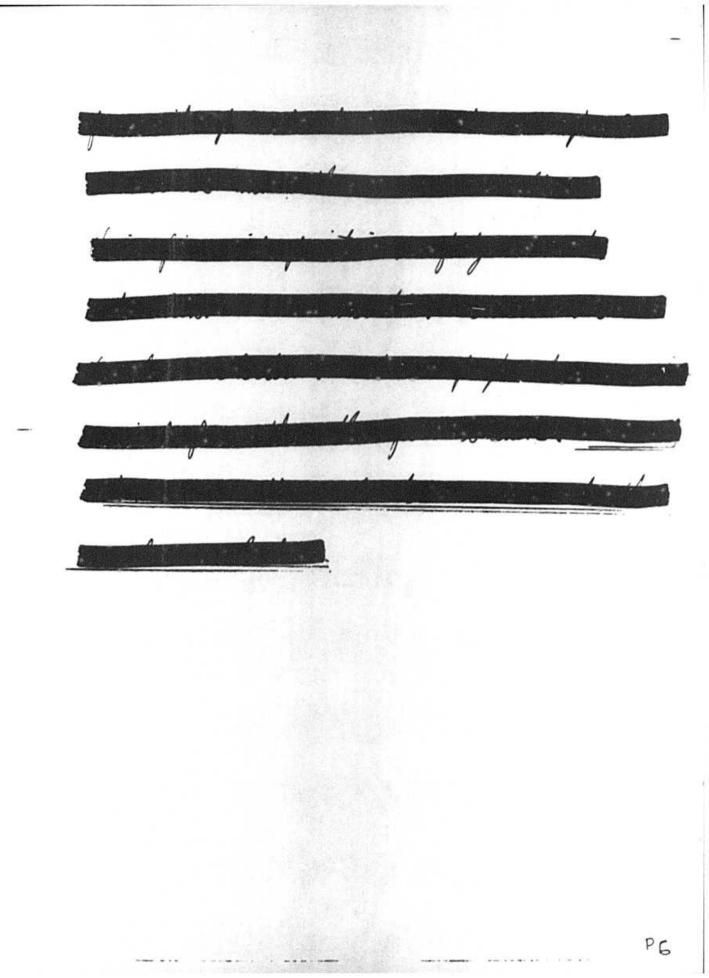


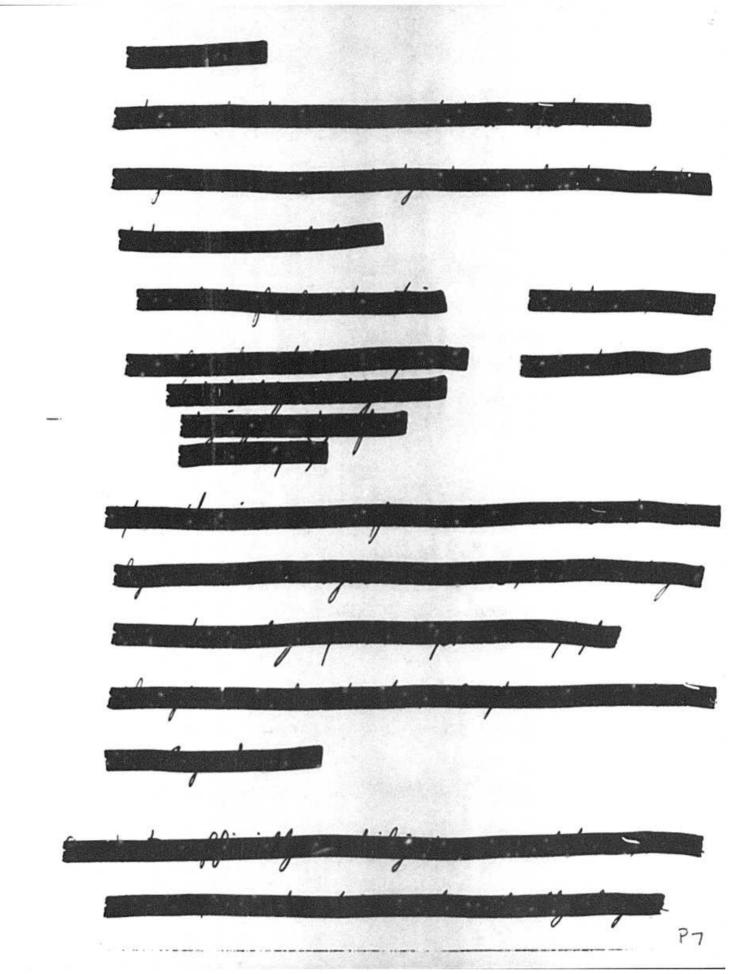


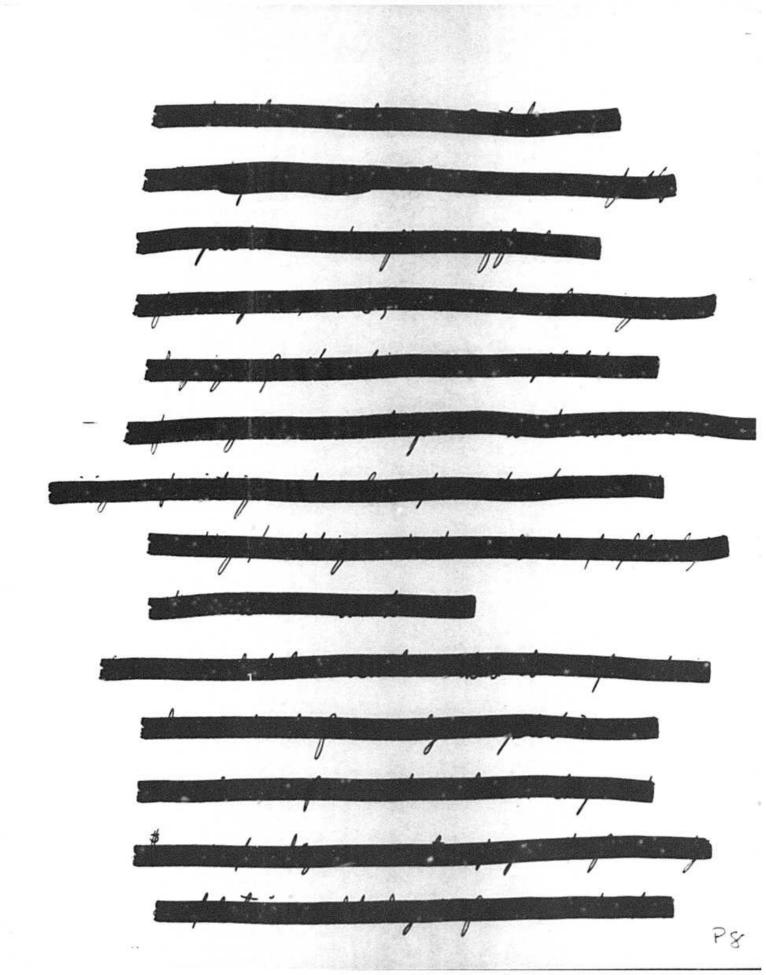




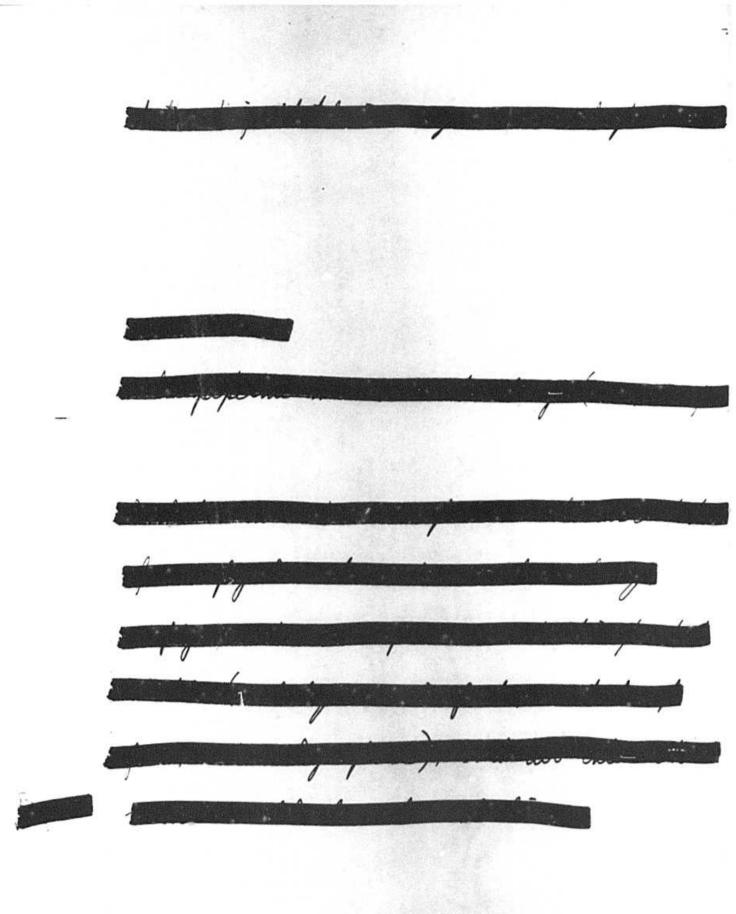
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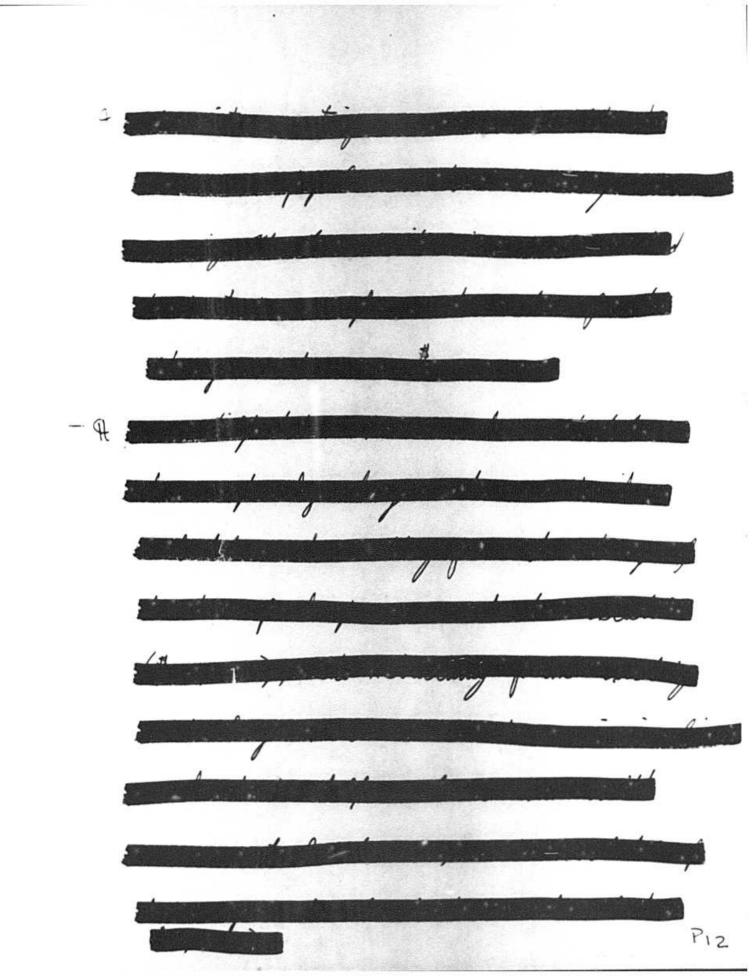


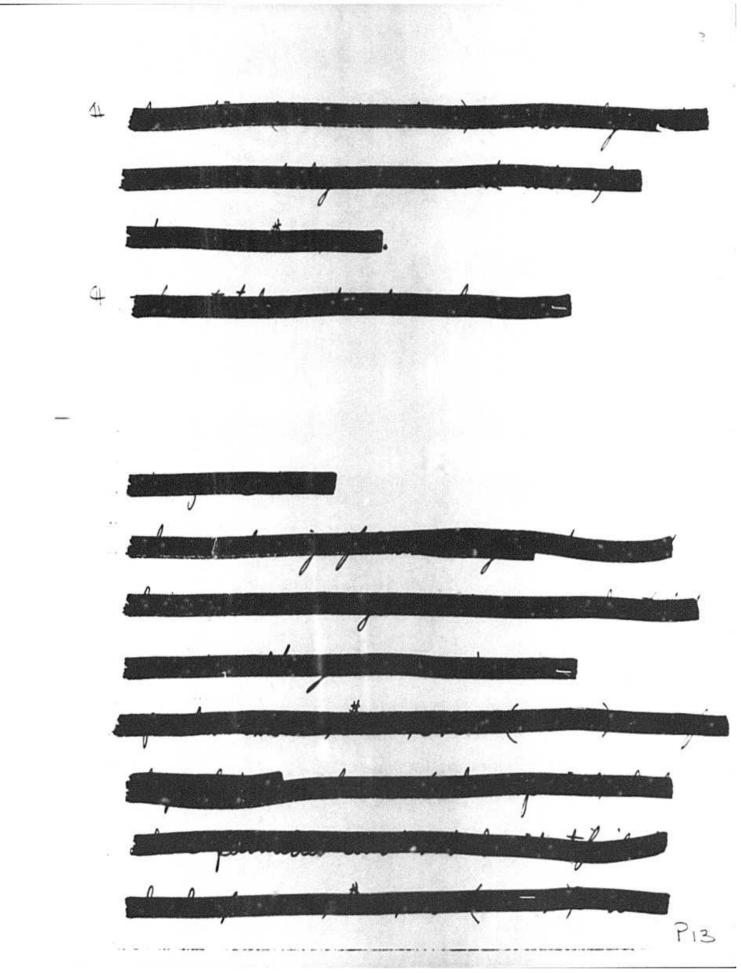
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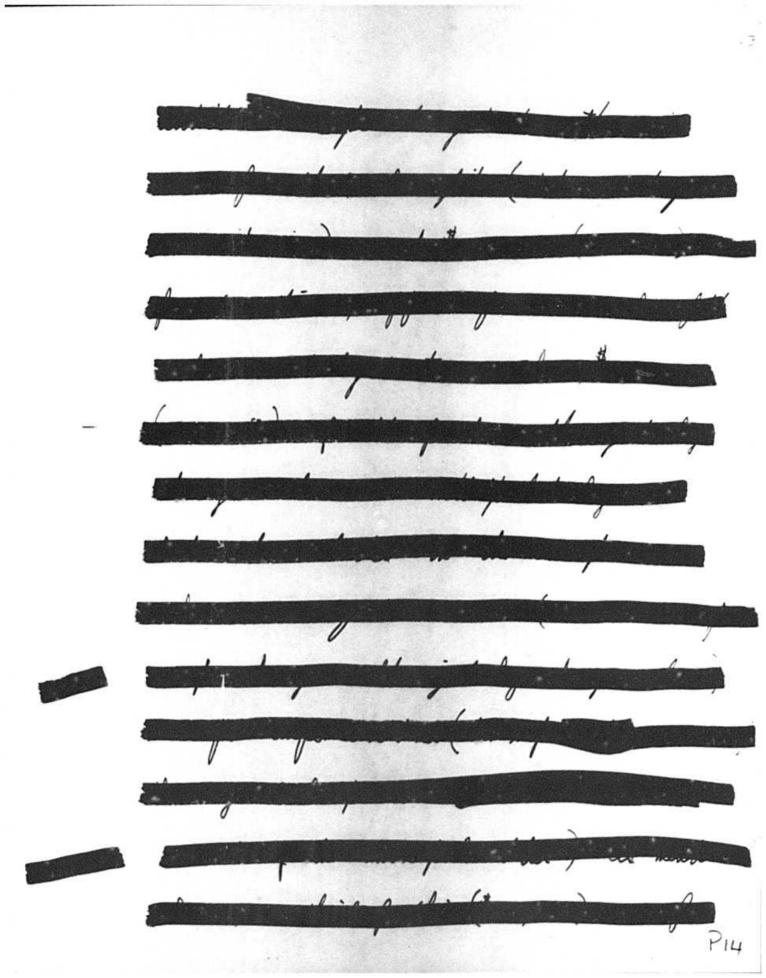


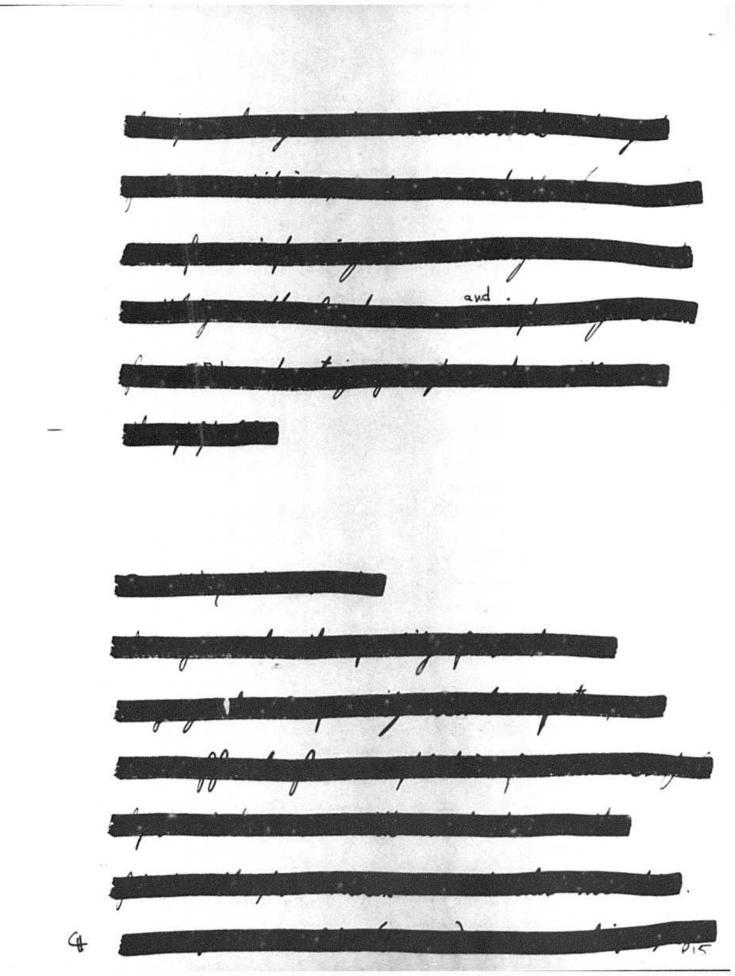
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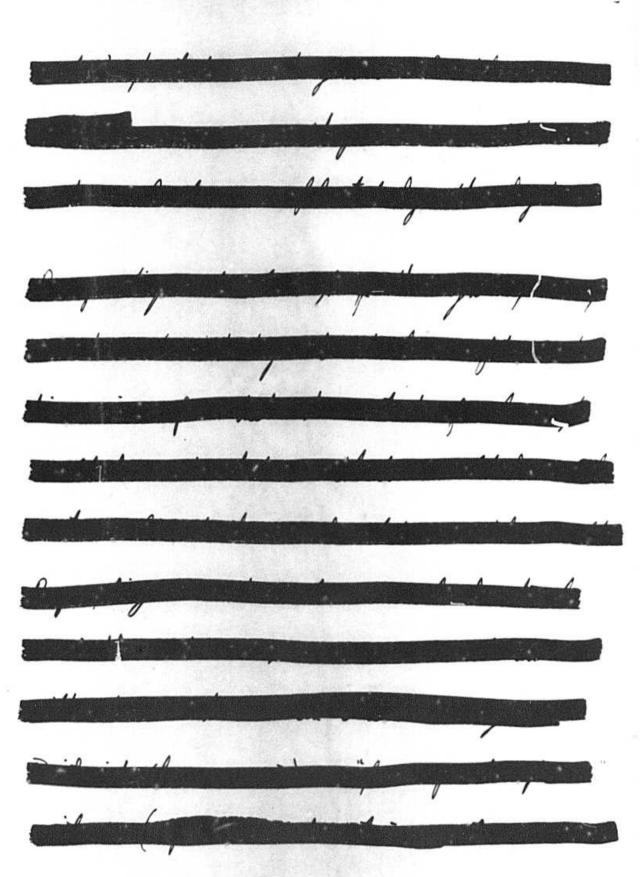




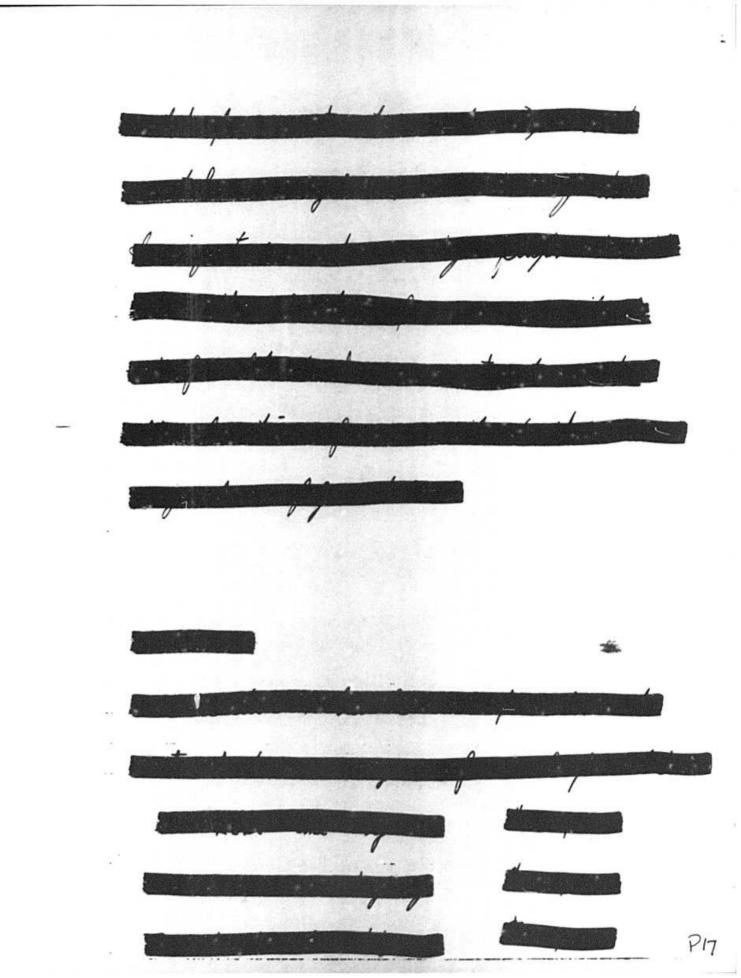


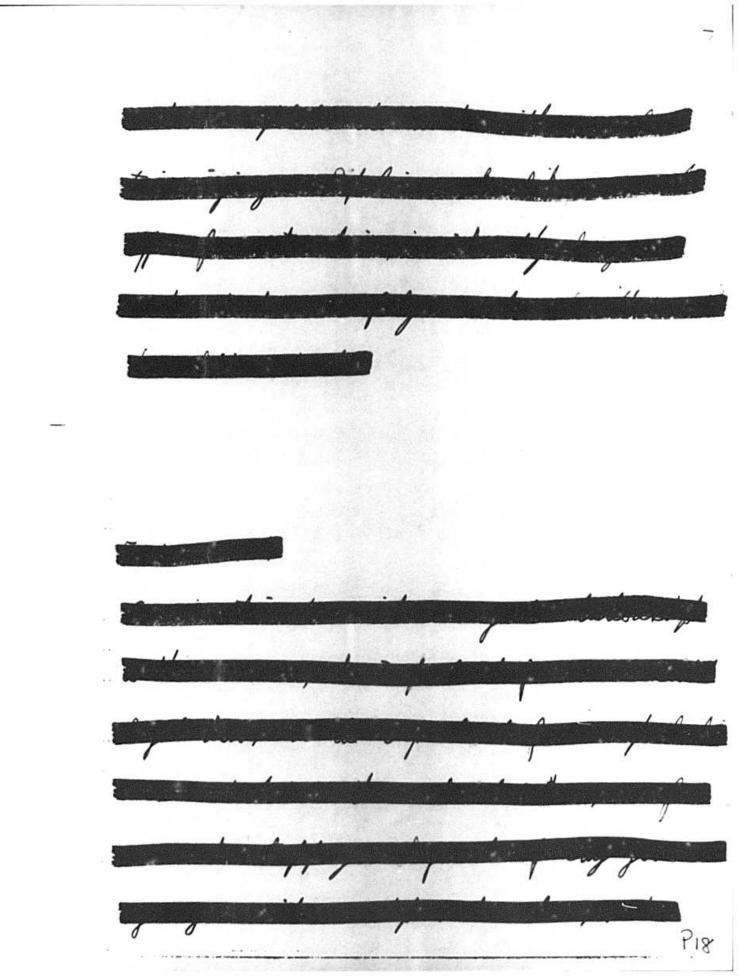




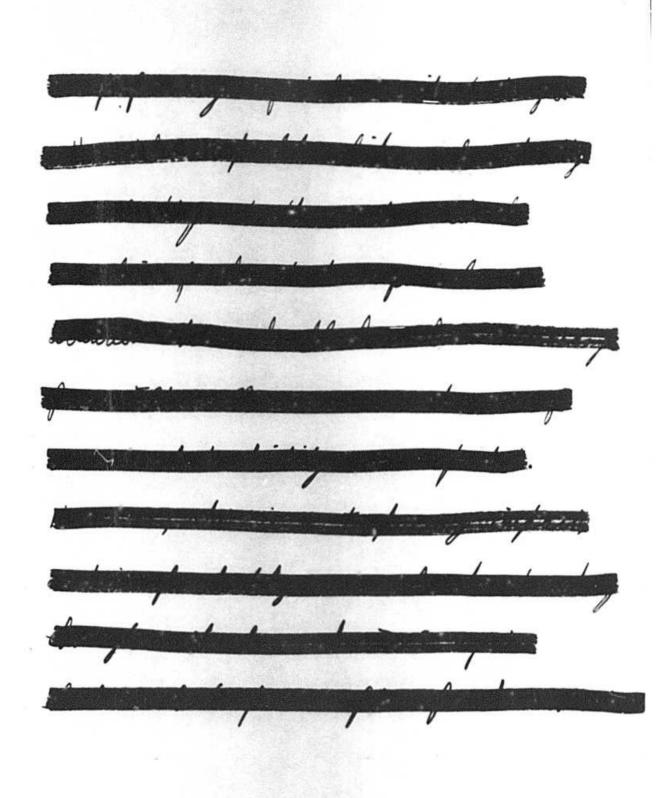


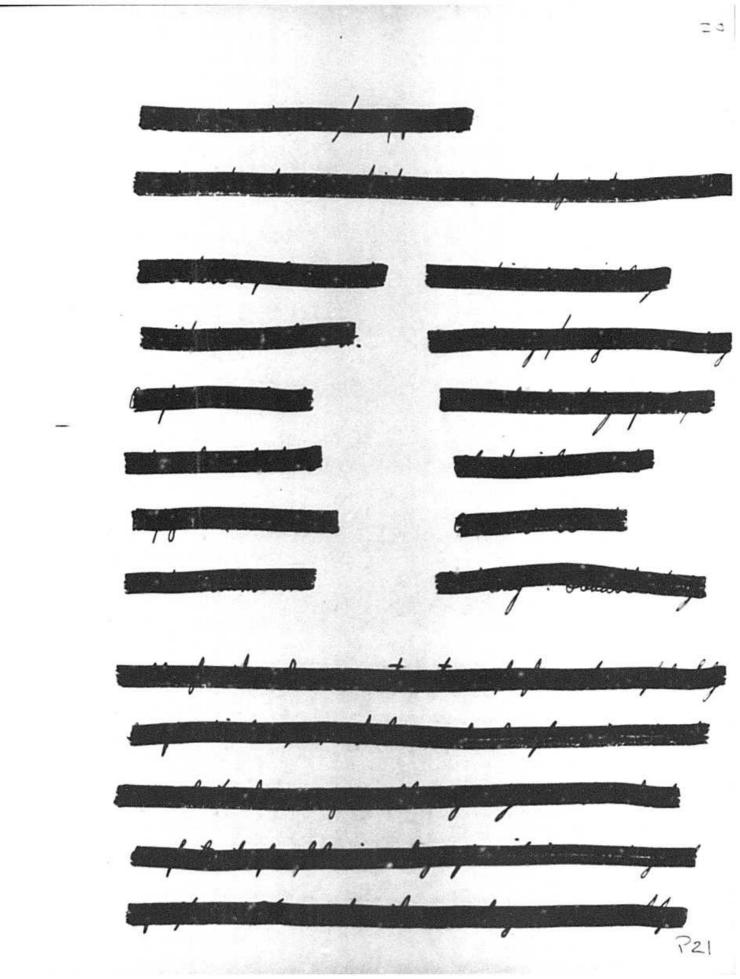
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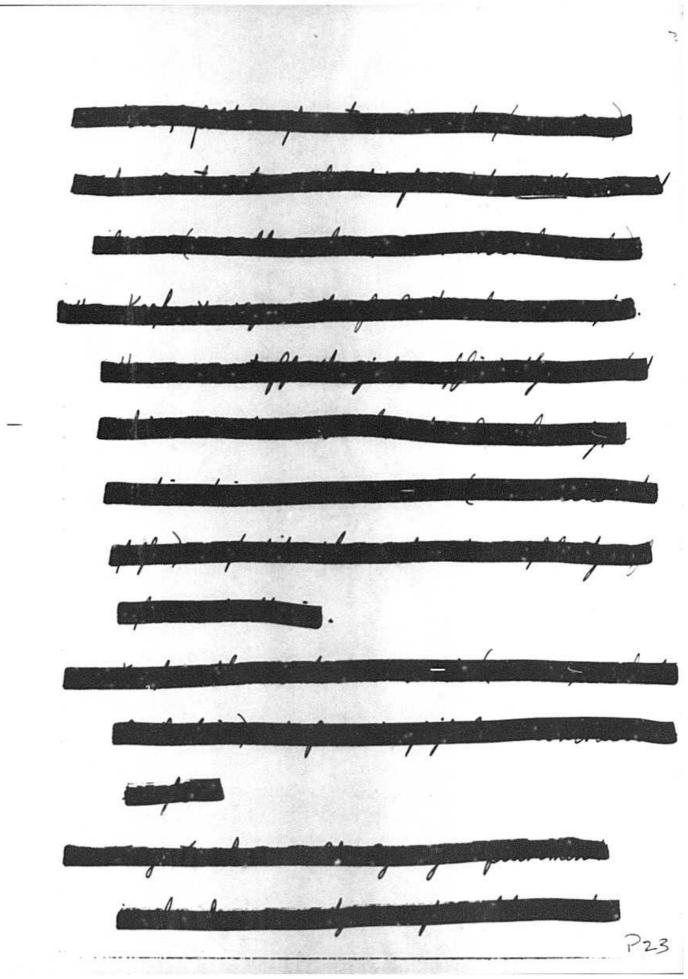


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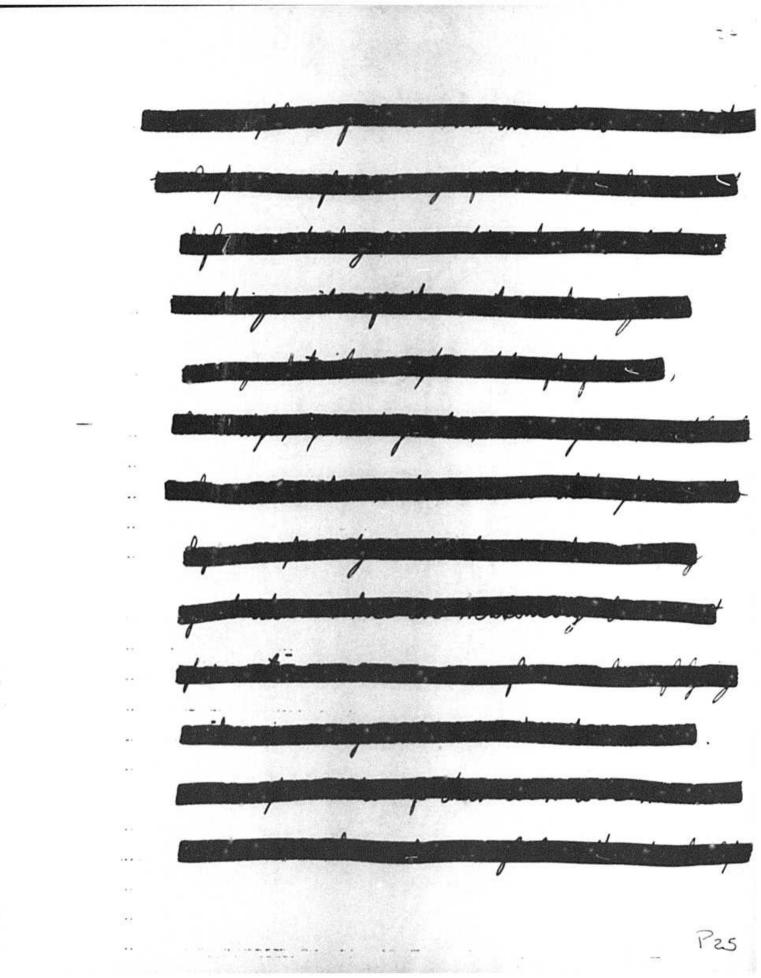


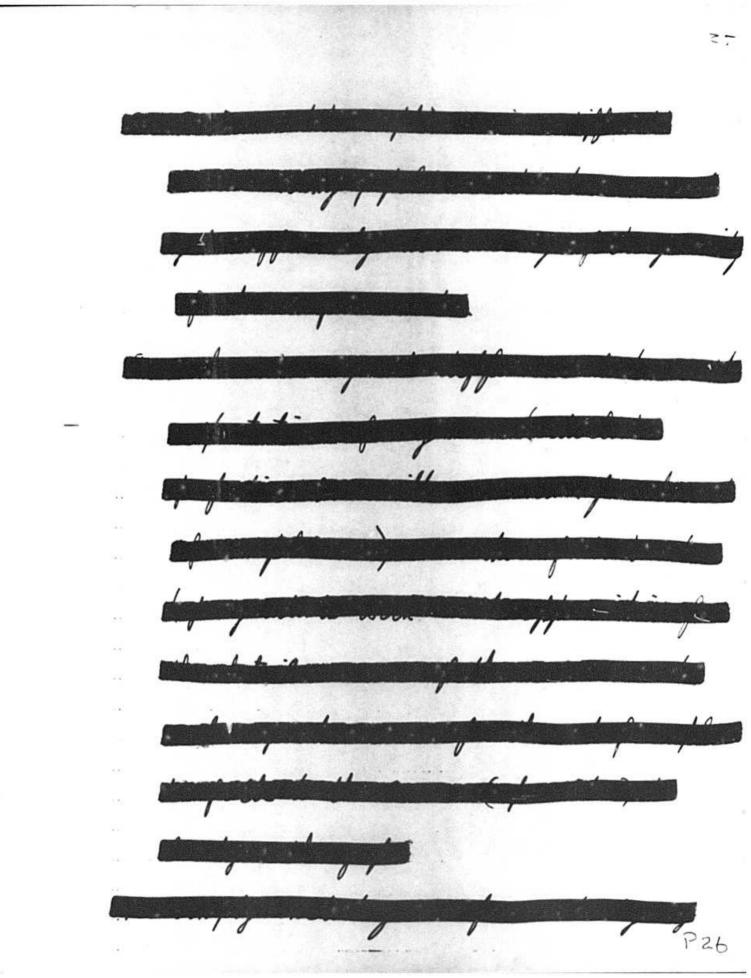




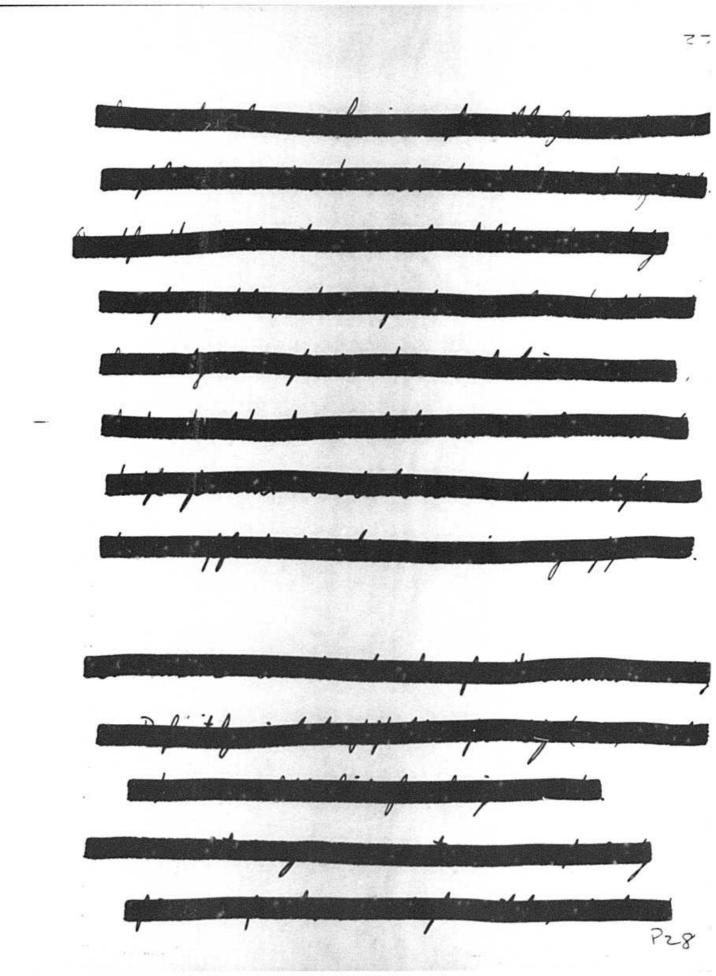


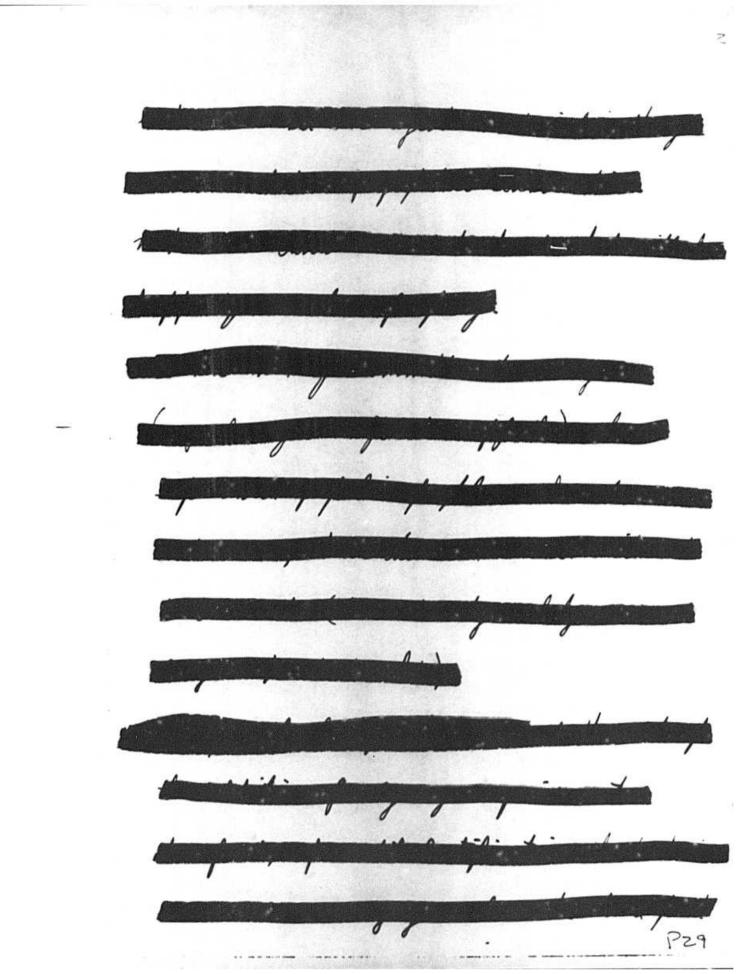
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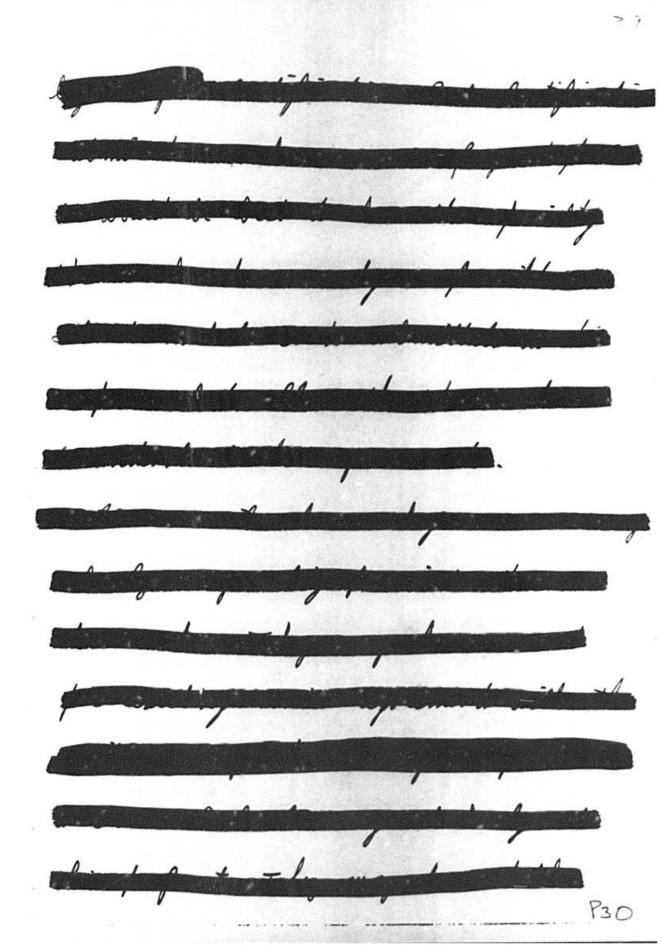




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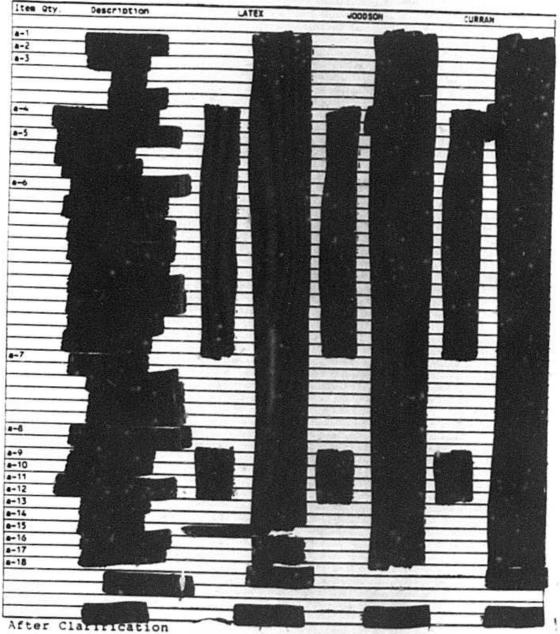
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QUIRY NO.	ESTIMATE	JOB LOCATION/DESCI	RIPTION	March 25, 1992			
928-104578	C. I MARIE	Control Control Control	RIPTION				
ENDORS:		Annual State of State					
		Contraction of the second					
ENDOR NO.	VENDOR NO.	VENDOR NO.	VENDOR NO.	VENDOR NO.			
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			S D MINORITY	YES D MINORITY YES			
ENDOR NO	O C VENDOR N	-	O OL VENDOR	NO VENDOR NO			
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# BIL MARY SHEET

BID OUE DATE

Steve .....

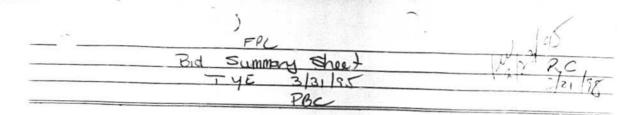
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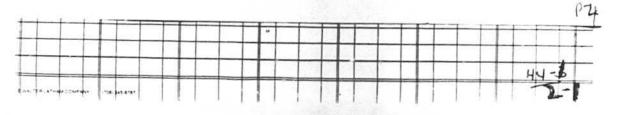
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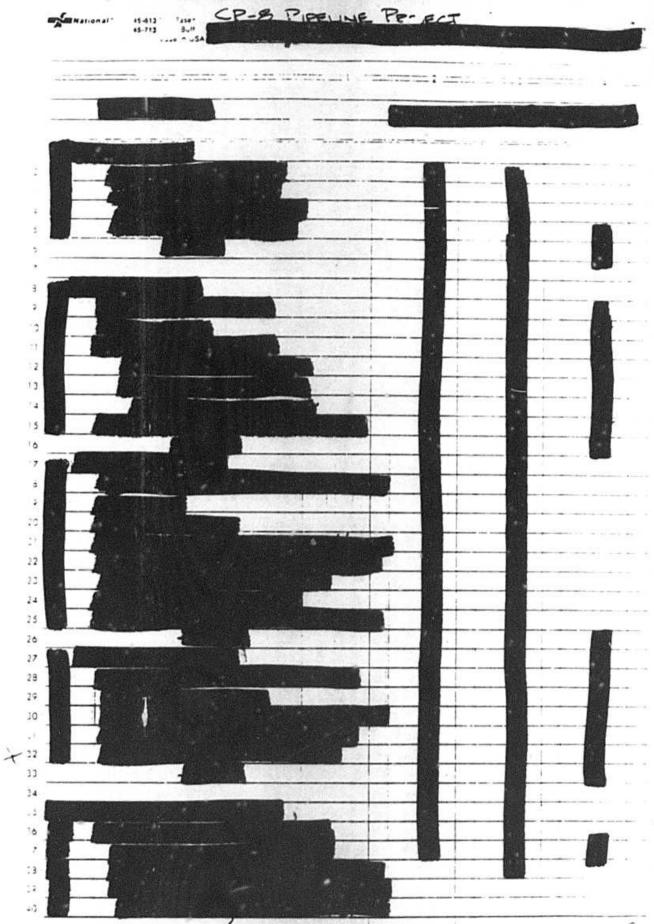


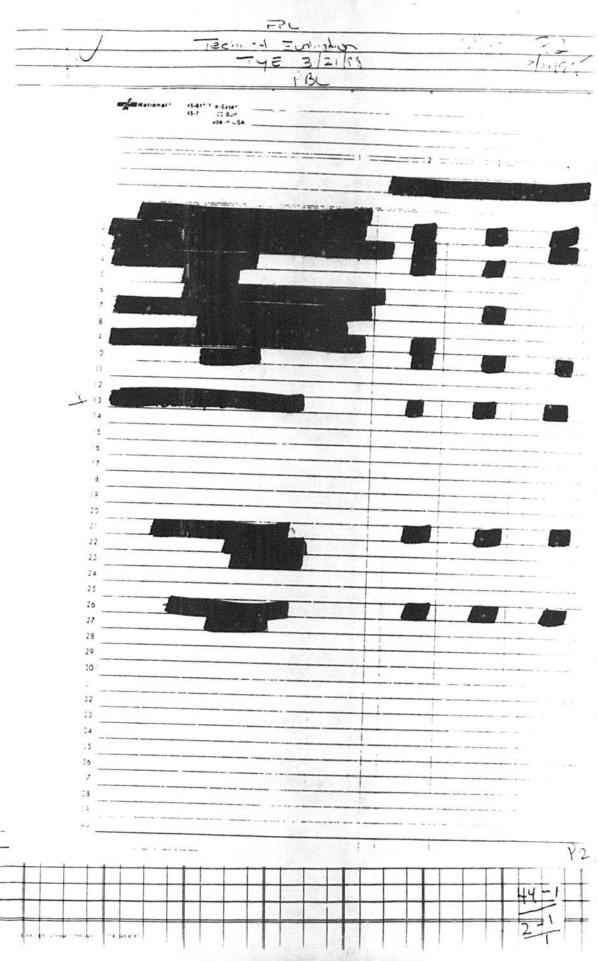
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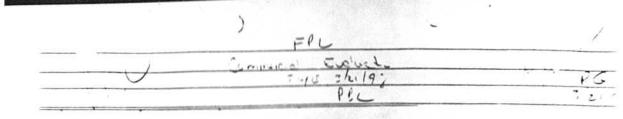


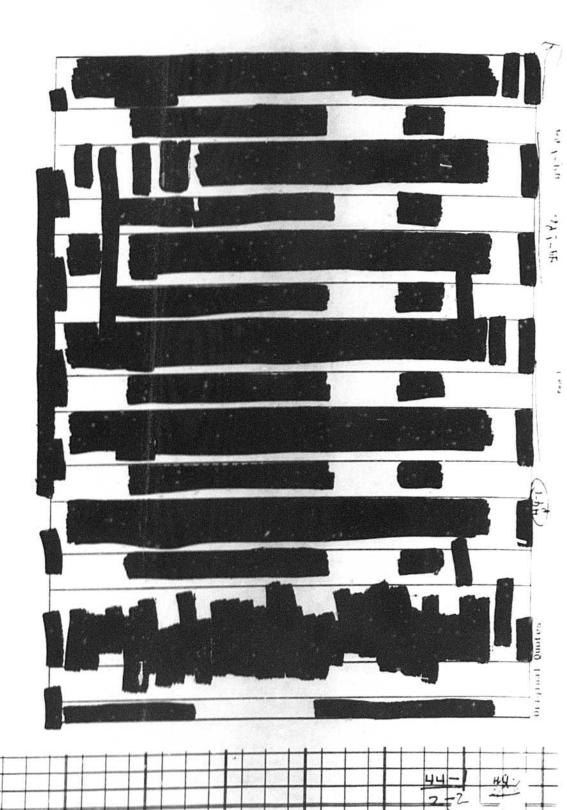




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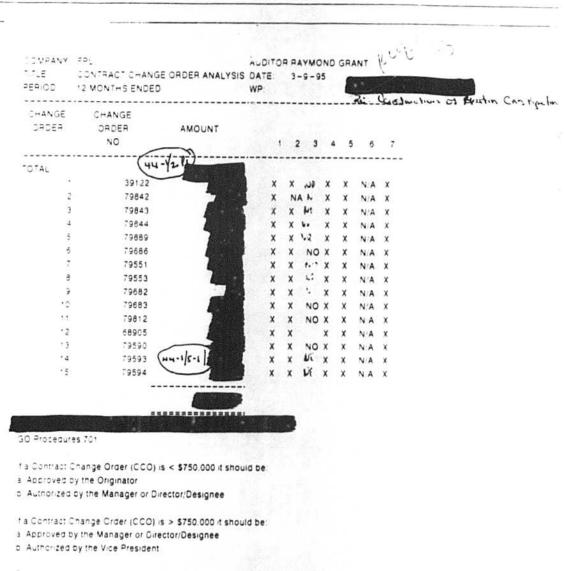
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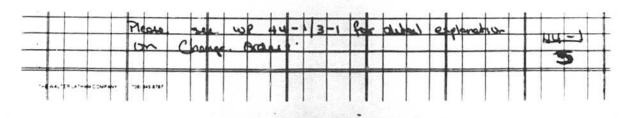
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The change orders were tested for the following attributes.

- 1 is the reason for the CO prudent. If no, explain
- 2 Has the contract CO Form No. 953 been authorized and approved by company representative.
- 3 s the work in the CO already included in the contract price.
- 4 Does the pricing on the CO agree with the contract conditions.
- 5 Are owner provided items credited where appropriate.
- 5 Does the pricing on the change order agree with the backup(source documentation - - material cost invoices, time sheets, equipment rental, etc)
- 7 is the work described in the change order completed at the site?



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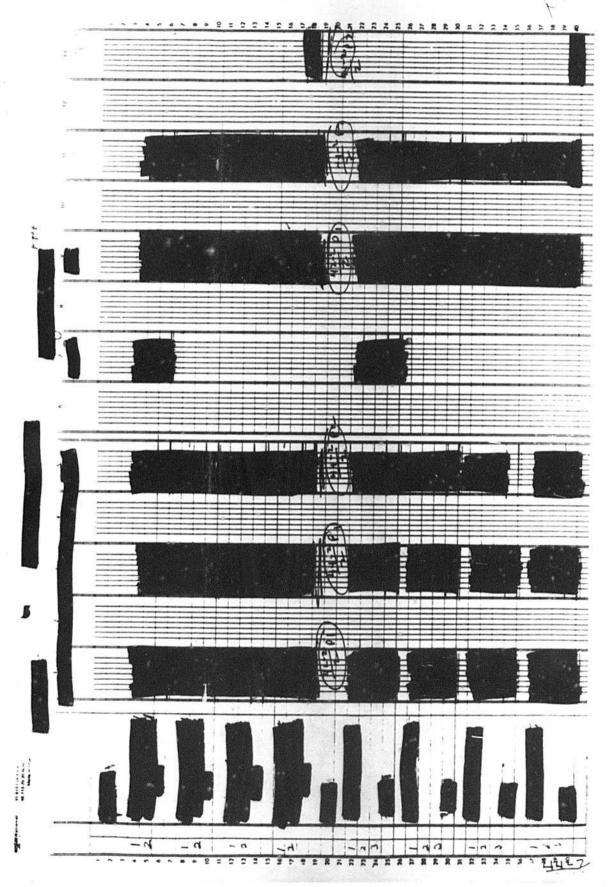
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COMPANY: FPL TITLE: the s PERIOD: 12 MONTHS ENDED 3/31/93 DATE: MARCH 22, 1995 AUDITOR: RAYMOND GRANT WP 14-9 ŝ 1 ---17 100 F ..... с×, 64 in 53 2.25 1

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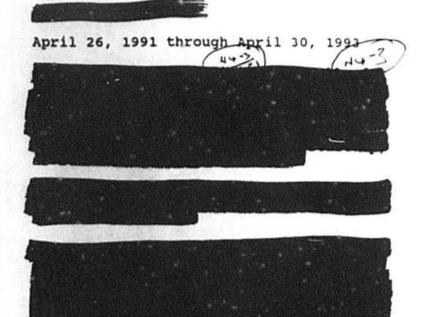
#### EXECUTIVE SUMMARY

#### CONTRACT FOR NATURAL GAS PIPELINE ENGINEERING SERVICE

FIRM:

TERM:

COMPENSATION:



WARRANTY:

INDEMNITY:

OWNERSHIP:

LIMITATIONS OF LIABILITY:

INSURANCE:



Fo c follow

PREPARATION AND REVIEW:

Contract prepared and negotiated by Corporate Contracts. It has been reviewed by Power Plant Engineering and Law Department.

TECHNICAL CONTACT:

Ron Bloor 840-3016

CORPORATE CONTRACTS CONTACT:

Cindy Crooks 840-3024

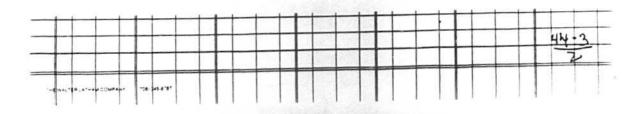
1 ton 4-26-91 Review and found to be legally sufficient

Law Department Date

FAP:cbm

EXECTIVE.SUM.PAB.cbm.04.16.91

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#### APPENDIX B

# COMPENSATION AND INVOICING

# B.1 COMPENSATION FOR BASE SERVICES

For performance of the base Services as described in Section 2.0 of Appendix A, ENGINEER'S SCOPE OF WORK DOCUMENT, FPL shall pay the lump sum price of

### **B.2 COMPENSATION FOR OPTIONAL SERVICES**

Should FPL elect to have perform any of the optional Services described in Section 4.0 of Appendix A, ENGINEER'S SCOPE OF WORK DOCUMENT, then shall be compensated for such optional Services as follows:

B.2.1 Field Inspection Services, as described in Section 4.1 of Appendix A, shall be performed on a cost reimbursable basis.

The schedule of rates attached hereto as Exhibit I shall apply. The rates set forth in Exhibit I shall be firm through December 31, 1991, after which time the manpower rates may be subject to escalation not to exceed 7.5%, and must be supported by sixty day prior written notice to FPL with sufficient justification to warrant said escalation. Equipment rates, reproduction rates, etc, as set forth in Exhibit I, shall be firm for the term of this Contract.

- B.2.2 The As-Built "Open Ditch" Survey, described in Section 4.2 of Appendix A, shall be performed on a cost reimbursable basis. The rates set forth in Exhibit I, subject to the terms described in Section B.2.1, shall apply. The estimated cost of these Services is based on 2400 manhours.
- B.2.3 Compensation for the detail design of an interconnecting tie between the new pipeline and existing Martin Plant facilities, described in Section 4.3 of Appendix A, shall be a lump sum price of section 4.3 of Appendix A, shall be a lump

# B.3 PAYMENT SCHEDULE FOR BASE SERVICES

Specific portions of the lump sum price for base Services shall become payable upon the completion of certain Services or attainment of milestones as set forth in the following payment schedule. The estimated dates are for planning purposes only, and acceptance of invoices and payment shall be contingent upon the associated submittal or milestone event being completed.

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# PAYMENT SCHEDULE

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and the

	ESTIMATED	PAYMENT
Survey for Preliminary and Final Routing	DATE	DUE
Acrial photography submitted	7 01 01	Contraction St.
Preliminary survey notes submitted	7-01-91	
	7-29-91	
Preliminary Routing		
Kickoff mtg. & field trip to FPL	6-03-91	COLUMN TWO IS NOT
Map of pipeline route & sketch	0-03-91	
of plats submitted	6-15-91	
East Barrie	0.13-31	
Final Routing		
33% of alignments submitted	8-26-91	A CONTRACTOR OF
66% of alignments submitted	9-09-91	Sec. 1
100% of alignments submitted	9-23-91	
50% of permits submitted	9-09-91	
100% of permits submitted	9-23-91	
Detailed Design		
P&ID design submitted to FPL		
Site plans submitted to FPL	7-01-91	
10% of drawings submitted	7-29-91	
20% of drawings submitted	8-12-91	
40% of drawings submitted	8-26-91	A DESCRIPTION OF
60% of drawings submitted	9-09-91	
80% of drawings submitted	9-23-91	
90% of drawings submitted	10-07-91	
100% of drawings submitted	10-21-91	
and an and a submitted	4-01-92	
Development of Construction & Procurement Packages		
Line Pipe, valves & long lead items complete	7 70 01	(STATE OF STATE OF ST
Other material procurement nackages complete	7-29-91 10-21-91	
Construction & radiograph packages complete		
	11-18-91	
Bid Evaluation Services		
Bid evaluation for line pipe, valves		
and long lead items complete	9-09-91	Contraction of the local division of the loc
Bid evaluation for other materials	202-21	<b>基本 法</b> 当者
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- 100% complexe	12-16-91	
Bid evaluation for construction		Sector Se
& radiograph complete	9-04-92	
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#### Permit & License Support

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For each of the eleven line items in Table 1 of Appendix A

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2-04-93	
	10-21-91 5-01-92 6-12-92 7-24-92 11-04-91 11-18-91 12-04-92 1-01-93

#### **B.4 INVOICING**

during the previous monthly period, with sufficient detail to verify the invoiced amount. All payments shall be due and payable within thirty calendar days after FPL's receipt of a correct an properly documented invoice. Each invoice shall include:

- B.4.1 Title identifying the Work;
- B.4.2 FPL's Purchase Order number;
- B.4.3 A description of the Services performed and the applicable portion of the lump sum price which is due;
- B.4.4 For any Services performed on a cost reimbursable basis:
  - B.4.4.1 An itemization of hours/days of Services performed by each individual, their personnel category, rate per hour/day and extended cost for the invoicing period;
  - B.4.4.2 Itemization of reimbursable expenses over \$25.00;
- B.4.5 Total amount of current invoice;

# EXHIBIT I

# SCHEDULE OF RATES FOR SERVICES PERFORMED ON A COST REIMBURSABLE BASIS

The following rates shall apply for Services rendered by which have been authorized by FPL to be performed on a cost reimbursable basis. These rates include salary, payroll taxes, insurance, overheads, profit, fuel, and maintenance, for Services provided from the salary payroll taxes, insurance, overheads, remain in effect through December 31, 1991.

# I. ENGINEERING SERVICES

Classification

Project Director Project Manager Principal Engineer Senior Engineer Engineer Project Coordinator Material Coordinator Technical Coordinator Project Administrator Secretary Clerk Word Processing Computer

# II. DRAFTING SERVICES

## Classification

Chief Draftsman Design Supervisor Squad Leader Senior Design Draftsman Design Draftsman Senior Draftsman Draftsman Drafting Clerk Computer Drafting System







Page 2 of 5

### III. RIGHT-OF-WAY SERVICES

Classification

ROW Manager Project Supervisor Special Agent Senior Agent Abstractor Agent

# IV. SURVEY SERVICES

.

Classification

Office:

Survey Manager Registered Surveyor Survey Technician Party Chief Instrument Man

#### Field:

1-Man Party, w/normal equipment, including vehicle 2-Man Party, w/normal equipment, including vehicle 3-Man Party, w/normal equipment, including vehicle 4-Man Party, w/normal equipment, including vehicle

# Additional Equipment:

EDM

Total Station w/Data Collector TSI or M-850 Pipeline Detector Powersaw (in use) Boat, Motor a vd Trailer (19 Ft.) Boat, Motor and Trailer (14 Ft.) Recording Pathometer













# V. INSPECTION SERVICES

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E.

Vendor Inspection:

# Classification

Inspection Manager Certified Welding Inspector Electrical Inspector Test Inspector Fabrication Inspector Coating Inspector Material Expeditor

Mill Inspection:

Classification

Certified Welding Inspector NACE Coating Inspector Pipe Mill (Lead) Inspector Pipe Mill (General) Inspector

Construction Management and Field Inspection:

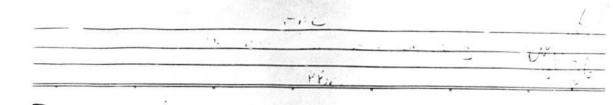
# Classification

Construction Manager Chief Inspector Senior Welding Inspector Welding Inspector General/Utility Inspector Civil Inspector Electrical/Instrumentation Safety Inspector Environmental Inspector Material Clerk









Page 5 of 5

# F. Special Equipment Requirements

Special equipment may include, but not be limited to, computer time rental, computer software and hardware, reference materials, watercraft, aircraft, landcraft, hardware, tools, testing equipment, cameras, video gear, etc. which has been authorized in writing by FPL for rental, lease, or purchase for use by Universal on behalf of FPL. Such requirements will be charged at cost plus ten percent (10%) for handling. Special equipment owned by may be used when rates for use (without further markup for handling) are mutually agreed upon and authorized in writing by FPL prior to use.

#### G. Miscellaneous Costs

All costs directly assignable on behalf of FPL's business of a reimbursable nature will be charged at cost. These costs include items such as postage, freight, express delivery, courier service, long distance telephone or telex, maps, records, abstract fees, permit fees, supplies, etc.

#### H. Overtime

1

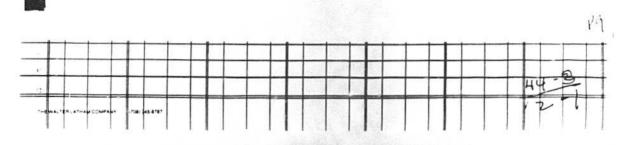
An overtime rate computed as times the regular hourly rate will be charged for all time worked, with FPL's prior authorization, in excess of 8 hours per regular work day and on weekends or holidays for all drafting, secretarial, clerical, and inspection personnel where hourly rates are indicated. For calendar day rate inspection personnel, overtime will be charged at 0.125 times the calendar day rate for all required work hours approved in excess of 70 hours per week.

#### I. Calendar Day Rate

Personnel assigned to extended project durations are quoted on a calendar day rate basis from initiation of their assignment to completion. This rate applies to a seven day week whether the individual is expected to report for Sundays, holidays, etc.

#### J. Standby

During assignment of any survey or inspection personnel, will charge a minimum of 8 hours per day or actual hours expended (whichever is greater) for standby at FPL's request or due to inclement weather.



COMPANY FPL T-LE CONTRACT CHANGE ORDER ANALYSIS PERIOD 12 MONTHS ENDED AUDITOR YEN NGO CATE 4 10.95 WP

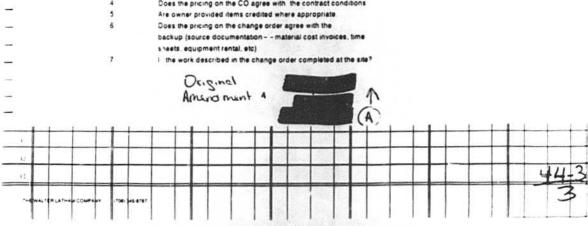
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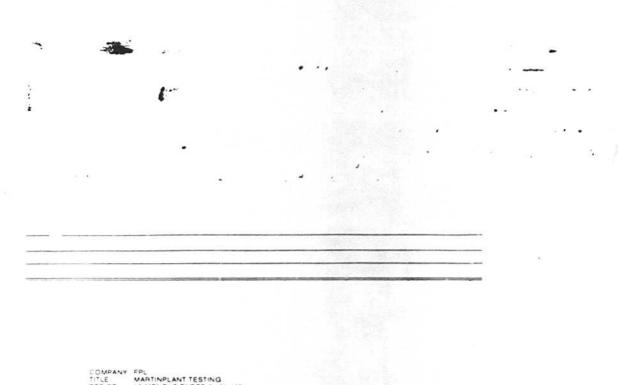
	CHANGE									
CHANGE	ORDER	AMOUNT								
CADER	NO		1	2	3	4	5	6	7	
TOTAL		C		NYS-	-					
2	63138		X	X	No	x	NÁ	x	х	
3	58581		X	X	20	×	NÅ	x	×	
4	58594	199 12	X	x	NO	x	NA	x	x	
5	58580		X	X	NO	,	NA	NO	х	
6	39464	A SHOW	X	x	NO	x	NA	x	NO	
7	78211	100.00	X	x	ι.	x	NÅ	x	x	
8	78212	7	14	NA	14	NA	NA	NA	NO	
9	79836	100	x T	X	1.2	x	1ª	ΎΧ.	х	
10	79867		X	x		x	NA	x	NO	
1.1	79872		X	x	1.0	×	NA	×	NO	
1.2	79552		X	x	12	×	NA	×	×	
13	78223		X	x	. ?	NA	NA.	NA	х	
14	78224	製業	X	x	12	NA.	NA	NA	×	
15	79681		X	×	1.	×	NA	x	×	
° 6	79810		X	×	4.	×	NA	×	NO	
17	79591	1	X	x		×	NA	x	×	
1.8	79592		×	x	NO	×	NA.	x	x	
19	79595	Allan.	x	x	NO	×	NA	x	x	
20	79596		x	x	NO	×	*****	x	×	
21	69701	1000	X	x	1000	x		x	NO	
22	75550	4	X	x	NO	x	NA	ž	x	
23	92579	100	x	X	NO	×	MA	7	NO	
24	52284		X	x	NO	×	NA	x	x	
OURCE ONION	STRUCTION FOLDER	SUPPLEMENT IN	DEX							
a Contract Change Or	der (CCO) is < \$750.0	0 it should be								
Approved by the Orig										
	anager or Director? Des	ignee								
a Contract Change Or	der (CCO) is < \$750.0	00 it should be								
	ager or Director? Desig									
Authorized by the Vic	e President									
he change orders were	e tested for the following	attributes.								
,	is the reason for t	e CO prudent II.		in						
2	Has the contract (	O Form No 75 8	een auth	orized	and					
	approved by com	pany representativ								
3		CO already include		contra	ct price					
4	Does the pricing o	on the CO agree wi	th the co	ontract	condit	ons				
5	Are owner provide	d items credited w	here app	ropria	te.					
6	Does the pricing o	in the change orde	r agree v	with the	•					
	backup (source d	ocumentation m	naterial c	ost inv	oices, 1	ame				
	sheets, equipmen	t rental, etc)								
7	I the work descri	bed in the change	order co	mplete	d at the	site?				

م. رامول ز

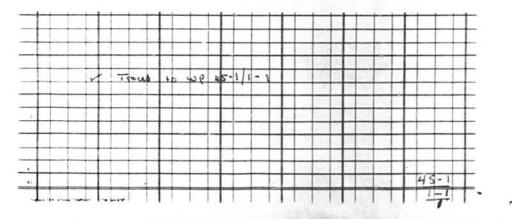


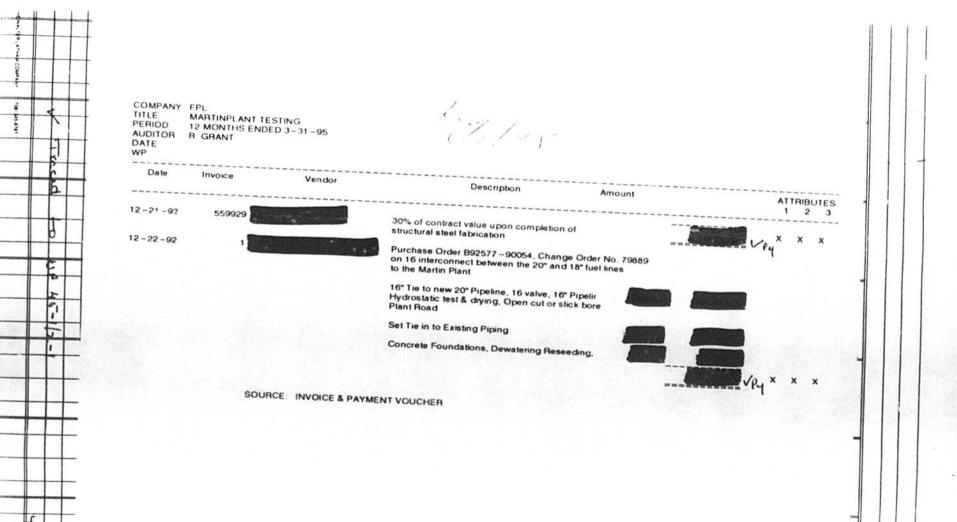
COMPANY TITLE PERIOD AUDITOR DATE WP	FPL MARTINPLANT TES 12 MONTHS ENDED R GRANT			e			
Date	Invoice	Vendor	Description	Amount		TRIBU	TES 2 3
6-17-92 11-1-91 11-1-91	ROS #889050Badu	sition On Stees	Four (4) Plastic Film Issued To Bob Bradlord Payment on Contract Job No. 1181–005 Aprox. 7 Other material, Material Drawing Completed Payment on Contract Job No. 1181–005 Sketch	Property and and a lot of the lot	PI x	×××	N/A X
11-1-91			of Plats, 10 Alignments, 11 Drawing Completed Payment on Contract Job No. 1181-005		riex	x	x
1-2-92			Payment on Contract Job No. 1181–005 Alignments, Permits, Approv. of Site Plan, Drawings & Construction Radiograpic		til x	×	×
5-13-92			Natural Gas Piping Materials Natural Gas Piping labor Etc	-	tr.x	x	×
5-13-92			Natural Gas Piping Other Labor		. ×	××	××
4-10-92			88,020' -20' 'od * 250' ' wall,52,73#, API5I-x60 Steel Line pipe, High Frequency Electric resistance Welded, Triple Random length, 64' max58' Avg - 30' Min.,Bare Plain Ends Beveled.		- M4 x	×	x
7 - 20 - 92			To prodvide supervision, Labor, equipment consumable and material to relocate existing telephone cable from present routing at SR 710 and ending at manhole 13		. Ricyx	×	×
4 - 3 - 92			54063' - 20' 'od * 344 ' ' wall.72 21#. API5I - x60 Steel Line pipe. High Frequency Electric resistance Welded. Triple Random length, 64' max - 58' Avg - 30' Min. Bare Plain Ends Beveled		11.7	×	×
9-21-92	92 - 4		Concrete coating owner supplies 20° O D Fusion Bond Coated Pipe 30.056 1 FT o \$1346/JF 1.606 3 FT o \$10.34/JF		/×	×	x

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AUDITOR DATE WP	12 MONTHS ENDER	D 3-31-95					
Date	Invoice	Vendor	Description	Amount	À	·	÷.,
10-31-92	92-004-002		Labor to transfer, install and repair to be		-		٤.
	92-004-002		Labor to transfer, install and repair pipe				Ĵ
12 - 31 - 92	92 - 004 - 002		Lebor to transfer, install and repair pipe	E S.			÷
1 - 11 - 93	121444		CC0 # 79636 - Third Party Contract labor for Project 1537 006 FPL Radiographic Inspiction	<b>L</b> V13	*	x	
3-2-93	92-004-002 La	0	Clean up. Electrical Instrumentation Etc	V-1.4	×		
3 - 31 - 93	92 - 004 - 002		Inorfitive Bonus: Environ /Reg. \$20.000	~20	٠		٠
3-13-93	92 - 004 - 002		Concrete Coating -Pipe	Viz	×		×
6-2-93			SCADA Equipment Installed on 20" Pipeline Puffer Swerven	1 in	• •		
7-5-91			Sketch of Plats, Approv. of P& ID and Drawings	V 27		×.	*
9-3-91			Prel. Survey Notes Submitted, Sketch of Plats, Approv. of P& ID and Drawings	27	*		ł





# ATTACHMENT I

1

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY	DATES OF DECLASSIFICATION <sup>3</sup>
9-1	1	1-26	(1)	(A)
9-1	2	1-26	(1)	(A)
9-1	3	1-7	(1)	(A)
9-1/1	1	1-30	(1)	(A)
9-1/1	2	1-10	(1)	(A)
9-1/1	3	1-28	(1)	(A)
9-1/1	4	1-20	(1)	(A)
9-1/1	5	1-26	(1)	(A)
9-1/1	6	1-20	(1)	(A)
9-1/1	7	1-26	(1)	(A)
9-1/1	8	1-27	(1)	(A)
9-1/1	9	1-26	(1)	(A)
9-1/1	10	1-22	(1)	(A)
9-1/1	11	1-35	(1)	(A)
9-2/1	1	1-31	(2)	(B)
9-2/1	2	1-37	(2)	(C)
9-2/1	3	1-21	(2)	(C)
9-2/1	4	1-13	(2)	(C)
9-2/1	5	1-38	(2)	(C)
9-2/1	6	1-35	(2)	(C)

<sup>1</sup> See this Attachment I, pp. 9-11.

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STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY <sup>1</sup>	DATES OF DECLASSIFICATION <sup>2</sup>
43-1/1-2	1	20-44 49-53	(2)	(B)
43-1/1-2	2	7-10 37-51	(2)	(B)
43-1/1-2	3	7-29 43-53	(2)	(B)
43-1/1-2	4	7-8 22-47	(2)	(B)
43-1/1-2	5	29-41	(2)	(B)
43-1/1-2	6	25-52	(2)	(B)
43-1/1-2	7	7-39	(2)	(B)
43-1/1-2	8	10-19	(2)	(B)
43-1/1-2	9	39-51	(2)	(B)
43-1/1-2	10	20-32	(2)	(B)
43-1/1-2	11	26-51	(2)	(B)
43-1/1-2	12	7-20 28-46	(2)	(B)
43-1/1-2	13	8-51	(2)	(B)
43-1/1-2	14	7-19 33-45	(2)	. (B)
43-1/1-2	15	16-51	(2)	(B)
43-1/1-2	16	20-53	(2)	(B)
43-1/1-2	17	7-23 37-49	(2)	(B)

' See this Attachment I, pp. 9-11.

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STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY	DATES OF DECLASSIFICATION
43-1/1-2	19	11-23 37-51	(2)	(B)
43-1/1-2	20	7-17 44-52	(2)	(B)
43-1/1-2	21	7-10 24-36 49-52	(2)	(B)
43-1/1-2	22	7-53	(2)	(B)
43-1/1-2	23	20-53	(2)	(B)
43-1/1-2	24	7-10 24-36	(2)	(8)
43-1/1-2	25	18-52	(2)	(B)
43-1/1-2	26	7-10 24-36 50-51	(2)	(B)
43-1/1-2	27	7-17 44-52	(2)	(B)
43-1/1-2	28	7-24	(2)	(B)
43-2	1	6-55	(2)	(B)
43-2	2	6-55	(2)	(B)
43-2	3	6-55	(2)	(B)
43-2	4	6-55	(2)	(B)
43-2	5	6-55	(2)	(B)
43-2	6	6-55	(2)	(B)

' See this Attachment I, pp. 9-11.

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY <sup>1</sup>	DATES OF DECLASSIFICATION
43-2	7	6-55	(2)	(B)
43-2	8	6-35	(2)	(B)
43-2/1	1	5-25	(2)	(B)
43-2/1	2	5-18	(2)	(B)
43-2/1	3	5-10	(2)	(B)
43-2/1	4	5-24	(2)	(B)
43-2/1	5	5-23	(2)	(B)
43-2/1	6	5-23	(2)	(B)
43-2/1	7	5-13	(2)	(B)
43-2/1	8	5-13	(2)	(B)
43-3	1	5-30	(2)	(B)
43-3/2	1	8-37	(2)	(B)
43-9/1	1	7-38	(2)	(B)
43-9/1-1	1	2 5-40 43-48	(2)	(B)
43-9/1-1/1	1	9-30	(2)	(B)
43-9/2	1	2 9-27	(2)	(C)
43-9/2-1		1-2 4-39	(2)	(C)

<sup>1</sup> See this Attachment I, pp. 9-11.

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY	DATES OF DECLASSIFICATION <sup>2</sup>
43-9/2-1	2	1-2 4-6 13-30	(2)	(C)
44-1	1	13-47	(3)	(D)
44-1/2	1	2 6-29	(3)	(D)
44-1/2	2	1-17	(3)	(D)
44-1/2	3	1-14	(3)	(D)
44-1/2	4	1-14	(3)	(D)
44-1/2	5	1-14	(3)	(D)
44-1/2	6	1-8	(3)	(D)
44-1/2	7	1-16	(3)	(D)
44-1/2	8	1-14	(3)	(D)
44-1/2	9	1-14	(3)	(D)
44-1/2	10	1-9	(3)	(D)
44-1/2	11	1-16	(3)	(D)
44-1/2	12	1-15	(3)	(D)
44-1/2	13	1-12	(3)	(D)
44-1/2	14	1-14	(3)	(D)
44-1/2	15	1-13	(3)	(D)
44-1/2	16	1-13	(3)	(D)
44-1/2	17	1-13	(3)	(D)

<sup>1</sup> See this Attachment I, pp. 9-11.

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY <sup>1</sup>	DATES OF DECLASSIFICATION
44-1/2	18	1-12	(3)	(D)
44-1/2	19	1-14	(3)	(D)
44-1/2	20	1-11	(3)	(D)
44-1/2	21	1-13	(3)	(D)
44-1/2	22	1-14	(3)	(D)
44-1/2	23	1-14	(3)	(D)
44-1/2	24	1-14	(3)	(D)
44-1/2	25	1-13	(3)	(D)
44-1/2	26	1-14	(3)	(D)
44-1/2	27	1-14	(3)	(D)
44-1/2	28	1-13	(3)	(D)
44-1/2	29	1-14	(3)	(D)
44-1/2	30	1-14	(3)	(D)
44-1/2	31	1-9	(3)	(D)
44-1/2-1	1	4 6 10-14 22-29	(3)	(D)
44-1/2-1	2	4 8-11	(3)	(D)
44-1/2-1	з	2-49	(3)	(D)
44-1/2-1	4	2-18	(3)	(D)
44-1/2-1/1	1	2-41	(3)	(D)

' See this Attachment I, pp. 9-11.

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY <sup>1</sup>	DATES OF DECLASSIFICATION <sup>2</sup>
44-1/2-1/1	2	1-17	(3)	(D)
44-1/2-2	1	1-49	(3)	(D)
44-1/5	1	3 8-24	(3)	(D)
44-2/2	1	4 6-7 11 14 22-30	(3)	(D)
44-2/2	2	4 6-7 11-13	(3)	(D)
44-2/2	3	4 6 11	(3)	(D)
44-2/2	4	2 5-10	(3)	(D)
44-2/2-1	1	1-32	(3)	(D)
44-3	1	2 7-32	(3)	(D)
44-3/2	1	4 6-41	(3)	(D)
44-3/2-1	1	5-6 8-9 21 24	(3)	(D)
44-3/2-1	2	4-25	(3)	(D)

' See this Attachment I, pp. 9-11.

STAFF'S WORKPAPER DESIGNATION	PAGE	LINE(S)	JUSTIFICATION FOR CONFIDENTIALITY	DATES OF DECLASSIFICATION <sup>2</sup>
44-3/2-1	3	2-3 7-16	(3)	(D)
44-3/2-1	5	9-21 25-33	(3)	(D)
44-3/2-1	6	3-31	(3)	(D)
44-3/2-1	7	3-28	(3)	(D)
44-3/2-1	9	13	(3)	(D)
44-3/3	1	6-7 11-35 55-57	(3)	(D)
45-1/1-1/1	1	8-38	(3)	(D)
45-1/1-1/1	2	8-25	(3)	(D)
45-1/2-1/1	1	8-18	(3)	(D)

' See this Attachment I, pp. 9-11.

# JUSTIFICATION FOR CONFIDENTIALITY:

(1) The justification for confidential treatment of the internal audit information and associated Staff notes and workpapers derived therefrom (Attachment A) is set forth in the Affidavit of Rene Silva, which is appended to FPL's Request for Confidential Classification as Attachment J. The information consists of a list of FPL's 1994 and early 1995 (through February 15) internal audit reports, and Staff notes summarizing several of the fuel-related internal audit reports. Section 366.093(3)(b), F.S. (1993), provides that "[i]nternal auditing controls and reports of internal auditors" are considered proprietary confidential business information. The Commission has previously (see, for example, 94 FPSC 8:64, 65, and 93 FPSC 11:119, 120) afforded confidential treatment to Staff notes derived from FPL internal audit reports as satisfying the statutory definition of proprietary confidential business information.

(2) The justification for confidential treatment of the fuel oil, natural gas, coal and rail transportation pricing information and associated Staff workpapers derived therefrom (Attachments C and E) is similarly set forth in the Affidavit of Rene Silva (Attachment J). This fuel oil, natural gas, coal and rail transportation information is contractual information which, if made public, would likely impair the efforts of FPL (and its contractual agent, Georgia Power Company, for coal and rail transportation to Scherer Unit #4) to contract for fuel oil, natural gas, coel and rail transportation on favorable terms [Section 366.093(3)(d), F.S. (1993)] and is information relating to competitive interesis.

the disclosure of which would impair the competitive business of the provider(s) of the information [§366.093(3)(e), F.S. (1993)].

The Staff's workpapers contain information which delineates the prices that FPL has paid for fuel oil and natural gas, and that Georgia Power Company has paid, as FPL's agent under the Scherer Unit #4 ownership contract, for coal and rail transportation Disclosure of the invoice prices for such purchases of fuel oil, natural gas, coal and rail transportation is reasonably likely to impair FPL's (and its agent's) ability to negotiate in the future contract price concessions for fuel oil, natural gas, coal and rail transportation. Public disclosure of favorable pricing concessions could result in the vendors' withdrawing these favorable price concessions in the future. Moreover, the fuel oil, natural gas, coal and rail transportation contracts, as well as the Scherer Unit #4 ownership contract, provide that the terms of the contracts will not be publicly disclosed. The fuel oil, coal and rail transportation information sought to be kept confidential by this Request for Confidential Classification is the same type of information to which the Commission routinely grants confidential treatment in FPL's monthly FPSC Form 423 filing (natural gas prices are not reported on Form 423). In addition, the fuel oil, natural gas, coal and rail transportation pricing provisions were individually negotiated between the parties. Public disclosure of these terms and conditions could result in their being withdrawn in future contracts.

# Page 11 of 14

In addition, the Staff's workpapers contain information which could impair the competitive business of the provider(s) of the information. The Staff's workpapers contain fuel oil, natural gas, coal and rail transportation pricing information which could lead competitors to ascertain the financial and business operations of the fuel oil, natural gas, coal and rail transportation provider(s). This proprietary business information should remain confidential.

(3) The justification for confidential treatment of information relating to FPL's selecting, evaluating and awarding bids, and associated Staff workpapers derived therefrom (Attachment G), is traceable in large part to §366.093(d), F S (1993) The bidding and related contractual information fits squarely within the statutory definition therein set forth, and its disclosure would likely impair FPL's efforts to contract for goods and services (e.g., construction) on favorable terms, to the detriment of its customers.

In addition, Mr. Rene Silva states in his Affidavit (Attachment J) that public disclosure of bidding information and related contractual data may impair FPL's ability in the future to obtain price concessions from bidders, without such disclosure's conferring any offsetting benefit upon FPL's customers. Furthermore, disclosure may negatively impact the competitive businesses of both FPL and bidders who desire to provide FPL goods and/or services. FPL's bid analysis and evaluation process (including pertinent factors and their relative weightings) would likely be compromised by their disclosure.

conceivably fostering bid maneuvering. Finally, disclosure of a successful bidder's business data may subject it to a competitive disadvantage vis-a-vis competitors whose data are not disclosed.

# DATES OF DECLASSIFICATION

- (A) The internal audit information (Attachment A) should not be declassified for a period of at least eighteen months. Much of the information in Attachment A is irrelevant to any issues in this Docket, but would constitute a veritable "hit list" for current and potential litigators against FPL. Critical self-analyses fostered by the confidential nature of internal audits would be stifled by such audits' disclosure. The Commission should return such information (Attachment A) to FPL if at all possible before the end of the eighteen-month period; if not, FPL will, at that time, seek an extension of confidential treatment and classification of Attachment A.
- (B) The fuel oil pricing information (Attachment C) should not be declassified for at least twenty-four months. This is the maximum period of time during which FPL fuel oil contracts are in effect. During this period, without public disclosure of the pricing information, FPL will also have a reasonable opportunity to negotiate new fuel oil contracts and obtain price concessions from fuel oil vendors. Disclosure of pricing information during this contract

period or prior to the negotiation of any new contract(s) is reasonably likely to impair FPL's ability to negotiate future contracts.

(C) The natural gas pricing information in Attachment E should not be declassified until six months following termination of FPL's natural gas supply contract. Such contract runs until February 28, 2010 Due to FPL's role as a major player in the gas purchase market, disclosure of the contractual price and pricing mechanisms could have a profound impact upon that market. The additional six months (until August 31, 2010) will afford FPL a reasonable opportunity to negotiate a future natural gas supply contract. Maintaining pricing confidentiality during the contract term and six months beyond will avoid impairment of FPL's ability to negotiate and obtain pricing and other contractual concessions.

The coal and rail transportation pricing in Attachment E should not be declassified before the expiration or termination of the FPL/Georgia Power Company ownership agreement for Scherer Unit #4 The ownership contract provides that the confidentiality requirement shall apply during the contract term, which runs for the life of Scherer Unit #4 (but to no date certain). Disclosure prior to the expiration or termination of the ownership contract could impair FPL's ability in the future to negotiate (or have its

agents negotiate) favorable coal and rail transportation contracts, to the detriment of FPL's customers.

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(D) The bidding and related contractual information (Attachment G) should not be declassified for a period of at least eighteen months. Disclosure of this information at any juncture in the foreseeable future would likely impair FPL's efforts to contract for goods and services (e.g., construction) on favorable terms, and may adversely compromise the competitive businesses of both FPL and those bidding to supply such goods and/or services. The Commission should return such information (Attachment G) to FPL if at all possible before the end of the eighteen-month period, if not. FPL will, at that time, seek an extension of confidential treatment and classification of Attachment G.

# ATTACHMENT J

# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

### STATE OF FLORIDA

)

#### AFFIDAVIT OF RENE SILVA

# COUNTY OF DADE )

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

1. My name is Rene Silva. My business address is Florida Power & Light Company, 9250 West Flagler Street, Miami, Florida 33174. I am employed by Florida Power & Light Company ("FPL") as Manager of Forecasting & Regulatory Response in the Business Systems Department of FPL's Power Generation Business Unit

2. This Affidavit is in support of FPL's "Request for Confidential Classification" ("FPL's Request") of materials obtained by the Commission's Staff during its 1995 fuel audit of FPL, covering the twelve-month period ended March 31, 1995. Specifically, this Affidavit is in support of FPL's Request that materials obtained by Staff through notetaking and embodied in Staff's workpapers, at the lines and pages delineated on Attachment I to FPL's Request in this Docket, be classified as confidential information.

3. All of the obtained materials found at the pages and lines of Staff's workpapers identified on Attachment I came from FPL (i) internal audits, or (ii) contracts and related papers for the purchase of fuel oil, natural gas, coal and rail transportation, or (iii) solicitation, evaluation and awarding of bids for goods and/or services (e.g., construction). Therefore, the materials are internal audit, contractual or bidding data.

4. The internal audit information, and associated Staff notes and workpapers derived therefrom, would disclose to a person examining them much of the same sensitive business information as a review of the audits themselves. In addition, the vast majority of the internal audits listed on Attachment A, conducted by FPL during 1994 and early 1995, although unrelated to issues in this Docket, may unjustifiably provide insight to current and potential liligants against FPL to information relating to FPL's critical self-analyses and the implementation of corrective measures to alleviate or eliminate identified discrepancies or shortcomings. The internal audit information comprising Attachment A is proprietary confidential business information.

5. The internal audit information (Attachment A) should not be declassified for a period of at least eighteen months. The confidential material (Attachment A) should be

returned to FPL when the Commission no longer needs the information to conduct its business.

6. Because of the unique characteristics of the fuel oil and natural gas markets for FPL's service area, and coal and rail transportation markets for Scherer Unit #4 in Georgia, the disclosure of information regarding terms and conditions which affect or specify price or price-related terms and conditions are reasonably likely to impair the efforts of FPL and of Georgia Power Company, FPL's agent under the Scherer Unit #4 ownership agreement, to contract for fuel oil, natural gas, coal and rail transportation on favorable terms in the future. Consequently, the obtained materials, set forth in Attachments C and E to FPL's Request, are proprietary confidential business information.

7. The natures of the fuel oil and natural gas markets for FPL's service area, and coal and rail transportation markets for Scherer Unit #4 in Georgia, are characterized by a limited number of sellers and buyers. This limited availability of suppliers, coupled with FPL's and Georgia Power Company's presence as significant buyers, creates unique markets wherein the confidentiality of the prices, terms and conditions of the supply of fuel oil, natural gas, coal and rail transportation to FPL is necessary to gain the most favorable supply contracts for FPL's customers. Disclosure of contractual data relating to the sale of fuel oil, natural gas, coal and rail transportation to FPL is reasonably likely to impair FPL's and Georgia Power Company's efforts to gain concessions in the future Firms are presently willing to provide concessions to FPL and Georgia Power Company due to the limited markets in Florida and Georgia, and FPL's and Georgia Power Company's presence in those markets. However, if contractual data such as the identified materials obtained by the Staff are made public, it is likely that FPL and Georgia Power Company will not be able to gain meaningful concessions in the future.

8. Moreover, the type of fuel oil, coal and rail transportation information highlighted on Attachment C to FPL's Request is the same type of fuel oil, coal and rail transportation contractual information contained in FPL's monthly FPSC Form 423 fuel reports (natural gas purchases and pricing are not reported on Form 423) The Commission routinely grants confidential treatment to this type of fuel oil, coal and rail transportation information. In addition, the fuel oil, coal and rail transportation contracts provide that the contractual terms shall be kept confidential.

9. The fuel of contractual pricing information highlighted on Attachment C to FPL's Request should not be declassified for a period of at least twenty-four (24) months, and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. Disclosure of fuel oil pricing information during this 24-month period or prior to the negotiation by FPL of any new contract(s) is reasonably

likely to impair FPL's ability to negotiate future contracts as described above in paragraphs 6 and 7.

10. The natural gas contractual pricing information highlighted on Attachment E to FPL's Request should not be declassified for a period of at least six months beyond the expiration of the contract term on February 28, 2010, and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. Disclosure of natural gas pricing information during this fifteen-year contract term or prior to the negotiation by FPL of any new contract(s) is reasonably likely to impair FPL's ability to negotiate future contracts as described above in paragraphs 6 and 7. In addition, the natural gas contract provides that its terms shall be kept confidential by the parties.

11. The confidential classification of the coal and rail transportation pricing information highlighted on Attachment E to FPL's Request should continue indefinitely. FPL's ownership contract with Georgia Power Company provides that the confidentiality requirement shall apply during the contract term, which runs for the life of Scherer Unit #4 (but to no date certain). Disclosure prior to the expiration of the ownership contract could impair FPL's ability in the future to negotiate (or have its agents negotiate) favorable coal and rail transportation contracts, to the detriment of FPL's customers. In addition, Georgia Power Company's own underlying contracts for coal and rail transportation to Scherer Unit #4 (plus other locations) provide that the terms of the contracts will be kept confidential. The confidential coal and rail transportation material in Attachment E should be returned to FPL when the Commission no longer needs the information to conduct its business.

12. The bidding and related contractual information highlighted on Attachment G to FPL's Request is highly sensitive information, for several reasons. FPL's significant presence in the construction market makes it likely that FPL will be able to obtain prices and terms for construction services not available to other buyers of construction services. Without confidential classification of successful bidders' prices and cost breakdowns, FPL may experience a narrowing of the number of bids and of bid proposals. As a result of this narrowing, the range of bids would most likely converge on the last awarded price (if reported), thereby eliminating the probability that one bidder will substantially underbid the other bidders. Consequently, public disclosure is reasonably likely to impair FPL's ability to obtain future price concessions from bidders, without such disclosure's conferring any offsetting benefit on FPL's customers.

13. In addition, the bidding and related contractual information should be kept confidential because of its relationship to the competitive interests of both FPL and bidders. Attachment G is comprised, in part, of sensitive pricing information, bid analyses

and cost breakdowns for certain types of materials and services (e.g., construction) provided by various bidders. Disclosure of a successful bidder's business data may give an unfair advantage to competitors whose pricing data are not disclosed. Disclosure of FPL's methodologies for analyzing, evaluating and awarding bid contracts may put FPL itself -- and ultimately its customers -- at a competitive disadvantage.

The bidding and related contractual information (Attachment G) should not 14. be declassified for a period of at least eighteen months. The confidential material (Attachment G) should be returned to FPL when the Commission no longer needs the information to conduct its business.

The obtained materials set forth in Attachments A, C, E and G to FPL's 15. Request are intended to be and are treated by FPL as confidential. The obtained materials have not been publicly disclosed and have only been circulated to a select few employees of FPL on a "need to know" basis.

Further affiant sayeth naught. 16.

Rene Silva

SWORN AND SUBSCRIBED before me this 5th day of July, 1995, by Rene Silva. who is personally known to me to be the person named herein and who executed the foregoing Affidavit, and Rene Silva acknowledged to me that he voluntarily executed the same.

State of Florida Typed Name

CC162412

My commission expires:"

NOTARY PUBLIC STATE OF FLORIDA MY COMMESSION EXP.NOV. 20,1995 BONDED THRU GENERAL INS. UNID.