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July 6, 1995

HAND DELIVERED

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Request for Specified Confidential Treatment
FPSC Docket No. 950001-EI

Dear Ms. Bayo:

In connection with a routine Commission Staff audit of fuel expense for the period ended March 31, 1995, Tampa Electric Company has provided the Commission's local audit staff access to the company's books and records including information pertaining to companies affiliated with Tampa Electric. Transmitted herewith are certain of those documents for which Tampa Electric requests specified confidential treatment pursuant to Section 366.093, Fla. Stat.

Enclosed herewith as Exhibit "A" is a confidential version of the documents which are the subject of this request. On this confidential version the sensitive information has been highlighted in yellow on those pages where confidential treatment is sought for only a portion of the information contained on the page. It is requested that this information not be disclosed publicly but, instead, be maintained as confidential proprietary business information pursuant to Section 366.093, Fla. Stat.

Enclosed as Exhibit "B" are two copies of a public version of the subject documents. The pages in Exhibit "B" have the sensitive information blacked out rather than highlighted.

The enclosed Exhibit "C" is a narrative detailing the nature of the sensitivity of each of these documents with an explanation of how Tampa Electric can be harmed in the event that Exhibit "A" is publicly disclosed.

With respect to the period of time during which these documents will be confidential, Tampa Electric asserts that, at the

DOCUMENT NUMBER-DATE

06421 JUL-6 95

FPSC-RECORDS/REPORTING

was

Ms. Blanca S. Bayo
July 6, 1995
Page Two

very least, these documents should be classified for a period of two years from the date they are classified confidential by the Commission, after which Tampa Electric requests an opportunity to reevaluate the need for continuing confidential treatment and to make a request at that time if it is warranted. Attached hereto as Exhibit "D" is a written justification for the requested duration of the confidential classification.

This letter will also confirm that all of the material which is the subject of this request for confidential classification is intended to be and is treated by Tampa Electric and its affiliates as private and has not been disclosed publicly.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "James D. Beasley".

James D. Beasley

JDB/pp
encls.

781

COMPANY: TAMPA ELECTRIC COMPANY
SUBJECT: ANALYSIS AND RECONCILIATION OF COAL INVENTORY STOCK - AC 151.10 (ENDING INVENTORY)
PERIOD: 6 MONTHS ENDED SEPTEMBER 30, 1994
AUDITOR: ANNE LAWLER

**SPECIFIED
CONFIDENTIAL**

FUEL AUDIT
DKT 940001 - EI
FILENAME: COALINV
RANGE : A21..W60 (SCH1)

MONTH	(A) LOCAL INVENTORY (1,2)		(C) COAL-IN-TRANSIT INVENTORY (BARGE)		(E) BARGE TRANSPORTATION	(F) COAL-IN-TRANSIT INVENTORY (RAIL)		(H) RAIL TRANSPORTATION	(I) GRAND TOTAL UNITS		(J) DOLLARS	
	UNITS	DOLLARS	UNITS	DOLLARS		UNITS	DOLLARS		UNITS	DOLLARS	UNITS	DOLLARS
1 APR 94	635,539.00	31,970,593.62	832,072.98	40,715,558.62	[REDACTED]	15,966.00	[REDACTED]	[REDACTED]	1,483,577.98	76,914,328.60		
2 MAY 94	690,682.00	45,274,158.93	714,253.84	[REDACTED]	[REDACTED]	0.00	0.00	0.00	1,604,935.84	82,389,031.82		
3 JUN 94	873,219.00	44,131,829.13	641,540.21	31,303,308.17	[REDACTED]	7,989.00	[REDACTED]	[REDACTED]	1,522,748.21	78,644,625.67		
4 JUL 94	775,006.00	38,782,123.24	793,661.33	34,478,866.91	[REDACTED]	16,170.00	[REDACTED]	[REDACTED]	1,584,837.33	77,036,546.68		
5 AUG 94	649,885.00	32,624,514.18	902,456.99	42,419,818.84	[REDACTED]	15,280.00	[REDACTED]	[REDACTED]	1,567,621.99	79,162,683.08		
6 SEP 94	528,031.00	27,613,454.24	964,335.19	42,813,025.17	[REDACTED]	17,821.00	[REDACTED]	[REDACTED]	1,510,187.19	75,284,855.90		
SOURCE:	W/P 45-3/1A	W/P 45-3/1A	JE 32 WKSHT	JE 32 WKSHT	BRG TRANS WKSH (FUEL/94BTRANS)	JE 32 WKSHT	JE 32 WKSHT	RAIL TRANS WKSH (94JE32SB)	TO W/P 45A*	TO W/P 45A		

NOTES:

- 1) DOLLARS AND UNITS CLASSIFIED IN THIS SCHEDULE AS "LOCAL INVENTORY", ARE INCLUDED IN THE FUEL ADJUSTMENT CLAUSE AS COAL-ENDING INVENTORY (SCHEDULE A6).
- 2) IN ORDER FOR COAL TO BE INCLUDED IN "LOCAL INVENTORY", IT MUST HAVE BEEN UNLOADED FROM THE BARGE/RAIL THAT IS TRANSPORTING SAME FROM THE ELECTRO-COAL SITE, BY MIDNIGHT OF THE LAST DAY OF THE CURRENT MONTH. OTHERWISE, IT IS INCLUDED IN THE INVENTORY - REMOTE STORAGE, AT THE ELECTRO-COAL FACILITY.

SOURCE: AS RECORDED ABOVE

SPECIFIED CONFIDENTIAL
W/P 45-3A

COMPANY: TAMPA ELECTRIC COMPANY
 SUBJECT: ANALYSIS AND RECONCILIATION OF COAL INVENTORY STOCK - A/C 151.10 (ENDING INVENTORY)
 PERIOD: 6 MONTHS ENDED MARCH 31, 1995
 AUDITOR: Tom Stambaugh

FUEL AUDIT
 DKT 940001 - EI
 FILENAME: COALINV
 RANGE : A21..V60 (SCH1)

MONTH	(A) LOCAL INVENTORY (1,2) UNITS DOLLARS		(D) COAL-IN-TRANSIT INVENTORY (BARGE) UNITS DOLLARS		(E) BARGE TRANSPORTATION	(F) (G) COAL-IN-TRANSIT INVENTORY (RAIL) UNITS DOLLARS		(H) RAIL TRANSPORTATION	(I) (J) GRAND TOTAL UNITS DOLLARS	
	1 OCT 94	406,837.00	20,850,471.35	1,095,752.10	49,204,085.30	██████████	17,570.00	██████████	██████████	1,520,159.10
2 NOV 94	397,489.00	20,169,444.73	1,343,140.91	58,070,294.62	██████████	17,150.00	██████████	██████████	1,758,479.91	83,841,813.72
3 DEC 94	553,316.00	29,057,128.14	1,318,997.78	██████████	██████████	0.00	0.00	0.00	1,872,313.78	91,440,221.68
4 JAN 95	410,633.00	21,085,219.01	1,394,020.97	58,476,380.06	██████████	16,562.00	██████████	██████████	1,821,215.97	85,832,036.04
5 FEB 95	521,939.00	26,129,098.60	1,309,890.69	55,463,690.22	██████████	41,918.55	██████████	██████████	1,873,748.24	89,231,108.41
6 MAR 95	680,354.00	33,558,733.14	1,278,771.26	54,643,657.35	██████████	9,127.00	██████████	██████████	1,968,252.26	94,041,506.93
SOURCE: (FILENAME)	W/P 45-3/1	W/P 45-3/1	JE 32 WKSHT ----- (93JE32GA) -----	JE 32 WKSHT	BRG TRANS WKSH (VFUEL193BTRANS)	JE 32 WKSHT	JE 32 WKSHT	RAIL TRANS WKSH	To 45B	To 45B

NOTES:

- 1) DOLLARS AND UNITS CLASSIFIED IN THIS SCHEDULE AS "LOCAL INVENTORY", ARE INCLUDED IN THE FUEL ADJUSTMENT CLAUSE AS COAL-ENDING INVENTORY (SCHEDULE A6).
- 2) IN ORDER FOR COAL TO BE INCLUDED IN "LOCAL INVENTORY", IT MUST HAVE BEEN UNLOADED FROM THE BARGE/RAIL THAT IS TRANSPORTING SAME FROM THE ELECTRO-COAL SITE, BY MIDNIGHT OF THE LAST DAY OF THE CURRENT MONTH. OTHERWISE, IT IS INCLUDED IN THE INVENTORY - REMOTE STORAGE, AT THE ELECTRO-COAL FACILITY.

**STATEMENT
 COMPLETED**

SOURCE: AS RECORDED ABOVE

W/P 45-3
 p 1 of 1

TAMPA ELECTRIC COMPANY

211 - 24001 E2 - Fuel Audit - Verification of corrections next month.
Six Months Ended 9/30/94

2/3/95
26195

SPECIFIED (A) (B)
CONFIDENTIAL

Purpose: Verify that differences explained by utility in August 1994 were corrected in September.

Situation: Utility showed a difference between its billing and general ledger in two different months for coal.

Month	FAC Billing	Gen Ledger	FAC Gen Ledger	Cause
July	7703654638	7701247142	2407496	Interplant transfer
August	7916268305	7943641427	(27423119)	Data entry (27403119) Misstatement (20000) Total (27423119)

Utility Corrections:

Month	Reference	Acct #	Dr.	Cr.
August	JE 90032	15110	2407522	
		50149		2221925
		50147		185597

The entry increases the ending inventory balance in the general ledger account to equal the amount in the FAC Billing. This handling of the transaction is proper because inventories were only moved. Consumption was not increased (Acct 50147).

Month	Reference	Acct #	Dr.	Cr.
September	JE 90032	16550		
		15110		

Properly changes rail car lease to inventory.

September	JE 90032	15110			To 45A
		16550			

Properly reverses erroneous data entry of previous month which auditor saw in journal entry.

Source:	September JE 90032	15110		20000	} OK, From 8/94.
	JE 90032	50149	20000		

Conclusion: Errors reported corrected by utility. MP 45-5A

TAMPA ELECTRIC COMPANY

DE - 95001 EI - Fuel Audit - Analysis of Barge Transportation Costs
 Six Months Ended 9/30/94 FOL 5/31/95
III B4 Kang/2/95

	(A)	(B)	(C)	(D)
Purpose:	Determine the per-ton price of transportation costs paid by Tampa Electric for barge coal during the audited period.			
	Barge Transport Dollars	Barge Transport Dollars	Coal Tons	Barge Transport Cost per Ton
Month	Paid	Received	=	Ton
1	April	██████████	577,196	██████████
2	May	██████████	728,623	██████████
3	June	██████████	506,966	██████████
4	July	██████████	476,576	██████████
5	August	██████████	411,274	██████████
6	September	██████████	369,161	██████████
7	Total	██████████	3,068,796	██████████

EPSC Auditors Note: General Ledger reconciliation is accomplished in WP 43A.

**SPECIFIED
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WP 48A p. 1 of 1

Source: Dollars and tons from Utility fuel expense report by month.

AMPA ELECTRIC COMPANY

DET 950001 EI - Fuel Audit - Analysis of Barge Transportation Costs
 Six Months Ended 3/31/85
 U B 4
 7/5/11/15
 HAZAS

(A) (B) (C) (D)

Purpose: Document the per-ton price of transportation costs paid by Tampa Electric for barge coal during the audited period.

Month	Barge Transport Dollars Paid	Coal Tons Received	Barge Transport Coal per Ton
October	[REDACTED]	352,029	[REDACTED]
November	[REDACTED]	378,723	[REDACTED]
December	[REDACTED]	545,257	[REDACTED]
January	[REDACTED]	429,764	[REDACTED]
February	[REDACTED]	520,641	[REDACTED]
March	[REDACTED]	529,659	[REDACTED]
<u>Total</u>	[REDACTED]	<u>2,756,073</u>	[REDACTED]

FPSC Auditors Note: General ledger reconciliation is accomplished in UP 43 B.

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Source: Dollars and tons from utility fuel expense report by month.

UP
43B
p1 of 1

(A)

(B)

(C)

(D)

(E)

(F)

(G)

Company: Tampa Electric Company
 Subject: Analysis of fuel contracts
 Period: Six months ended 9/30/94.

Filename: A:\CONTRACTA.WK3
 Range: A21..Q80
 Auditor: Tom Stambaugh

SPECIFIED
 CONFIDENTIAL

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 CONFIDENTIAL

Fuel Type	Coal	Supplier name	Contract Date	Unit prices and quarterly price changes:					
				4/1/94	Change	7/1/94	Change	10/1/94	
1	Basin Resources		7/1/94	\$0.00	\$0.00		\$0.00		Contract period 7/1/94 - 12/31/99.
2	Consolidated Coal/Blackville		12/22/86				\$0.00		
3	Consolidated Coal/Humphrey		12/22/86				\$0.00		
4	Consolidated Coal/Ohio #11		12/22/86				\$0.00		
5	Gatliff Coal Company		1/1/93		\$0.00		\$0.00		Contract period 1/1/93 - 12/31/99.
6			Contract Supplement		\$0.00		\$0.00		
7	MapCo/Webster County		1/15/88						
8	Peabody COALSALSALES		1/10/89		\$0.00		\$0.00		
9			W. Ky Arclar		\$0.00		\$0.00		
10	Sugar Camp Coal Co.		1/1/94		\$0.00		\$0.00		
11	Unionvale Coal/Bell Dock		7/5/94				\$0.00		
12	Unionvale Coal/Cumberland		7/5/94				\$0.00		
13	Unionvale Coal/Half-Moon Tipple		7/5/94				\$0.00		
14	Zeigler Coal Supply/Old Ben Coal		Not shown						Merger of Old Ben and Zeigler with Old Ben the surviving company (in contract).

Unit prices and quarterly price changes:

Lime-stone	Supplier name	Contract Date	4/1/94	Change	7/1/94	Change	10/1/94
15	Vulcan/ICA Distribution	4/12/93		\$0.00		\$0.00	

Unit prices and quarterly price changes:

# Oil	Supplier name	Contract Date	4/1/94	Change	7/1/94	Change	10/1/94	
	Coastal Refining and Marketing, Inc.	8/1/92	Market-based pricing. Five-day average of Platt's Oilgram.					

Unit prices and quarterly price changes:

# Oil	Supplier name	Contract Date	4/1/94	Change	7/1/94	Change	10/1/94	
	Coastal Refining and Marketing, Inc.	9/1/94	Market-based pricing. Five-day average of Platt's Oilgram.					

Conclusion: Contracts appear to be consistent with previous periods. Price changes submitted by supplier bear a company approval memo.

Source: All information except tonnage came from contracts; tonnage came from fuel ledger.

WUP
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TAMPA ELECTRIC COMPANY

Docket No. 950001-EI

**Justification for Confidentiality of Audit Workpapers
for the Twelve Months Ended March 31, 1995:**

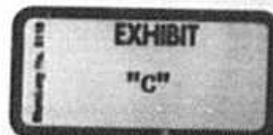
Preliminary Comment:

Virtually all of the types of information sought to be protected herein have been recognized on numerous recent occasions by the Commission to constitute proprietary business information the confidentiality of which is entitled to protection under Section 366.093, Fla. Stat. See, for example, Order No. 23942 issued in Docket No. 900001-EI on December 28, 1990; Order No. 24043 issued in Docket No. 910001-EI on January 29, 1991; Order No. 24294 issued March 27, 1991 in Docket No. 910001-EI; Order No. 24615 issued in Docket No. 910001-EI on June 5, 1991; and Order No. PSC-95-0773-CFO-EI issued June 27, 1995 in Docket No. 950001-EI. A copy of the last mentioned order is attached hereto as Exhibit "A" and by reference made a part hereof.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 10-13 (pg 3)	7	(c)(f)(i)(l)	(1)
Page 10-13 (pg 3)	8	(c)(f)(i)(l)	(2)
Page 10-13 (pg 3)	8	(d)(j)	(2)
Page 10-13 (pg 3)	9	(i)(l)	(3)
Page 10-13 (pg 3)	10	(i)(l)	(4)
Page 10-13 (pg 3)	29-32	(c)(e)(g)(i)(q)	(5)
Page 10-13 (pg 3)	29-32	(m)	(5)
Page 10-13 (pg 3)	29	(k)	(5)
Page 10-13 (pg 3)	31	(o)	(5)
Page 10-13 (pg 3)	37	(c)(e)(g)(i)(o)(q)	(6)
Page 10-13 (pg 3)	38-43	(c)(e)(g)(i)(k)	(7)
Page 10-13 (pg 3)	38-43	(m)(o)(q)	(7)
Page 10-13 (pg 3)	45	(c)(e)(g)(i)(k)	(8)
Page 10-13 (pg 3)	45	(m)(o)	(8)
Page 10-13 (pg 3)	49-52	(c)	(9)
Page 10-13 (pg 3)	55-60	(c)	(9)
Page 10-13 (pg 3)	55	(m)	(10)
Page 10-13 (pg 3)	56	(m)	(11)

Rationale for Confidentiality:

- (1) The dollar amounts shown in these lines and columns, when used in conjunction with the FPSC Form 423-2, would enable one to determine the segmented transportation costs, including transloading and ocean barging. This is contractual information the public



disclosure of which would impair the efforts of Tampa Electric to contract for goods or services on favorable terms. As such, this information is entitled to confidential protection. This will prevent competitors of Tampa Electric's affiliates in the barge transportation and transloading business from obtaining an unfair advantage over these affiliates and thereby driving up the cost of coal transportation to Tampa Electric.

- (2) The subject information represents the actual rate and amounts for transloading and ocean barging. Disclosure of the total transportation charges would impair the efforts of Tampa Electric to contract for goods and services on favorable terms. Disclosure of the total transportation charges would impair Tampa Electric's contracting ability by enabling a competing provider of transportation services to determine the segmented transportation charges paid by Tampa Electric.
- (3) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat. In addition, disclosure of the rail rate per ton would ultimately disclose the rail rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.
- (4) The dollars in line 10, columns (i) and (l), rail freight, can be divided by the tons in line 9, columns (h) and (k), to derive the rail rate per ton. This would impair the ability of Tampa Electric and its affiliates to negotiate favorable rail rates with the various railroads serving areas in the vicinity of Tampa Electric's coal suppliers. As such, this information is entitled to confidential protection under Section 366.093(3)(d), Fla. Stat.
- (5) The dollars in columns (c),(e),(g),(i),(k),(m),(o) and (q) can be divided by the tons in columns (b),(d),(f),(h),(j),(l),(n) and (p), respectively, to derive the price per ton paid to coal suppliers including Tampa Electric's affiliate, Gatliff Coal. Disclosure would impair Tampa Electric's and its affiliates ability to negotiate favorable coal prices. This information when used with Commission Forms 423 would allow one to derive Electro-Coal Transfer and Gulfcoast Transit charges per ton for deliveries to the station which, in turn, would impair Tampa Electric's ability to contract for goods and services on favorable terms in that it would disclose to competitors the segmented transportation charges paid by Tampa Electric. As discussed above, this type of information is entitled to protection under Section 366.093(3)(d), Fla. Stat.
- (6) These amounts are the segmented river transportation charges. Disclosure would adversely affect the ability of Tampa Electric and its transportation affiliate, Midsouth Towing, from contracting for transportation services on favorable terms. Higher transportation rates could result in an increase in electric rates.

- (7) This information when used in conjunction with Commission Forms 423 would allow one to compute segmented transloading and ocean barging transportation costs per ton. Dollars on line 38, 39, 40, 41 and 43 divided by tons on line 38, 39, 40, 41 and 43, respectively, enables one to compute the chargeout price per ton as shown on line 45. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms. As is discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.
- (8) This information when used in conjunction with Commission Forms 423 would disclose segmented transloading and ocean barging transportation costs per ton. As discussed in rationale (7) for this same workpaper, the dollars from line 38, 39, 40, 41 and 43 divided by the tons on line 38, 39, 40, 41 and 43, respectively, allows one to compute the chargeout price per ton shown on line 45. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms by enabling competitors to determine segmented transportation charges. As is discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.
- (9) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat. In addition, disclosure of the rail rate per ton would ultimately disclose the rail freight rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.
- (10) This data is the in-transit water barge transportation dollars associated with the tons shown in line 43, column (n) on the same workpaper and when divided by these tons would enable one to compute the segmented transloading and ocean barging transportation rate per ton between Tampa Electric and its waterborne affiliates, Electro-Coal Transfer and Gulf Coast Transit, which would adversely affect Tampa Electric's ability to contract for goods or services on favorable terms.
- (11) This data is the in-transit rail transportation dollars associated with the tons shown in line 58, column (b) on the same workpaper and when divided by these tons would enable one to compute the CSX rail transportation rate per ton which would adversely affect Tampa Electric's ability to contract for services on favorable terms for the same reasons in rationale (9) above.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 43-1B/2-1	7	(c)(f)(i)(l)	(1)
Page 43-1B/2-1	8	(c)(f)(i)(l)	(2)
Page 43-1B/2-1	8	(d)(j)	(2)
Page 43-1B/2-1	9	(i)(l)	(3)
Page 43-1B/2-1	10	(i)(l)	(4)
Page 43-1B/2-1	29-32	(c)(g)(m)	(5)
Page 43-1B/2-1	29-33	(q)	(5)
Page 43-1B/2-1	29-34	(e)(o)	(5)
Page 43-1B/2-1	29	(i)(k)	(5)
Page 43-1B/2-1	37	(e)(o)	(5)
Page 43-1B/2-1	52,53,55	(f)	(5)
Page 43-1B/2-1	38,39	(c)(e)(g)(m)(o)(q)	(6)
Page 43-1B/2-1	40-47	(c)(e)(g)(i)(k)	(7)
Page 43-1B/2-1	40-47	(m)(o)(q)	(7)
Page 43-1B/2-1	59-64	(f)	(8)
Page 43-1B/2-1	52-62	(c)	(9)
Page 43-1B/2-1	56	(k)	(10)
Page 43-1B/2-1	57	(k)	(11)

Rationale for Confidentiality:

- (1) The dollar amounts shown in these lines and columns, when used in conjunction with the FPSC Form 423-2, would enable one to determine the segmented transportation costs, including transloading and ocean barging. This is contractual information the public disclosure of which would impair the efforts of Tampa Electric to contract for goods or services on favorable terms. As such, this information is entitled to confidential protection. This will prevent competitors of Tampa Electric's affiliates in the barge transportation and transloading business from obtaining an unfair advantage over these affiliates and thereby driving up the cost of coal transportation to Tampa Electric.
- (2) The subject information represents the actual rate and amounts for transloading and ocean barging. Disclosure of the total transportation charges would impair the efforts of Tampa Electric to contract for goods and services on favorable terms. Disclosure of the total transportation charges would impair Tampa Electric's contracting ability by enabling a competing provider of transportation services to determine the segmented transportation charges paid by Tampa Electric.
- (3) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat.

In addition, disclosure of the rail rate per ton would ultimately disclose the rail rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.

- (4) The dollars in line 10, columns (i) and (l), rail freight, can be divided by the tons in line 9, columns (h) and (k), to derive the rail rate per ton. This would impair the ability of Tampa Electric and its affiliates to negotiate favorable rail rates with the various railroads serving areas in the vicinity of Tampa Electric's coal suppliers. As such, this information is entitled to confidential protection under Section 366.093(3)(d), Fla. Stat.
- (5) The dollars in columns (c),(e),(g),(i),(k),(m),(o) and (q) can be divided by the tons in columns (b),(d),(f),(h),(j),(l),(n) and (p), respectively, to derive the price per ton paid to coal suppliers including Tampa Electric's affiliate, Gatliff Coal. Disclosure would impair Tampa Electric's and its affiliates ability to negotiate favorable coal prices. This information when used with Commission Forms 423 would allow one to derive Electro-Coal Transfer and Gulfoast Transit charges per ton for deliveries to the station which, in turn, would impair Tampa Electric's ability to contract for goods and services on favorable terms in that it would disclose to competitors the segmented transportation charges paid by Tampa Electric. As discussed above, this type of information is entitled to protection under Section 366.093(3)(d), Fla. Stat.
- (6) These amounts are the segmented river transportation charges. Disclosure would adversely affect the ability of Tampa Electric and its transportation affiliate, Midsouth Towing, from contracting for transportation services on favorable terms. Higher transportation rates could result in an increase in electric rates.
- (7) This information when used in conjunction with Commission Forms 423 would allow one to compute segmented transloading and ocean barging transportation costs per ton. Dollars on line 40, 41, 42, 43 and 45 divided by tons on line 40, 41, 42, 43 and 45, respectively, enables one to compute the chargeout price per ton as shown on line 47. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms. As is discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.
- (8) This information when used in conjunction with Commission Forms 423 would disclose segmented transloading and ocean barging transportation costs per ton. As discussed in rationale (7) for this same workpaper, the dollars from line 59, 60 and 62 divided by the tons on line 59, 60 and 62, respectively, allows one to compute the chargeout price per ton shown on line 64. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms by enabling competitors to determine segmented transportation charges. As discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.

- (9) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat. In addition, disclosure of the rail rate per ton would ultimately disclose the rail freight rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.
- (10) This data is the in-transit water barge transportation dollars associated with the tons shown in line 43, column (n) on the same workpaper and when divided by these tons would enable one to compute the segmented transloading and ocean barging transportation rate per ton between Tampa Electric and its waterborne affiliates, Electro-Coal Transfer and Gulf Coast Transit, which would adversely affect Tampa Electric's ability to contract for goods or services on favorable terms.
- (11) This data is the in-transit rail transportation dollars associated with the tons shown in line 58, column (b) on the same workpaper and when divided by these tons would enable one to compute the CSX rail transportation rate per ton which would adversely affect Tampa Electric's ability to contract for services on favorable terms for the same reasons in rationale (9) above.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 43-1B/2-2	7	(c)(f)(i)(l)	(1)
Page 43-1B/2-2	8	(c)(f)(i)(l)	(2)
Page 43-1B/2-2	8	(d)(j)	(2)
Page 43-1B/2-2	9	(i)(l)	(3)
Page 43-1B/2-2	10	(i)(l)	(4)
Page 43-1B/2-2	29-32	(c)(g)(m)	(5)
Page 43-1B/2-2	29-33	(q)	(5)
Page 43-1B/2-2	29-34	(e)(o)	(5)
Page 43-1B/2-2	29	(i)(k)	(5)
Page 43-1B/2-2	37	(e)(o)	(5)
Page 43-1B/2-2	52,53,55	(f)	(5)
Page 43-1B/2-2	38,39	(c)(e)(g)(m)(o)(q)	(6)
Page 43-1B/2-2	40-45	(c)(e)(g)(i)(k)	(7)
Page 43-1B/2-2	40-45	(m)(o)(q)	(7)
Page 43-1B/2-2	59-64	(f)	(8)
Page 43-1B/2-2	52-62	(c)	(9)
Page 43-1B/2-2	56	(k)	(10)
Page 43-1B/2-2	57	(k)	(11)

Rationale for Confidentiality:

- (1) The dollar amounts shown in these lines and columns, when used in conjunction with the FPSC Form 423-2, would enable one to determine the segmented transportation costs, including transloading and ocean barging. This is contractual information the public disclosure of which would impair the efforts of Tampa Electric to contract for goods or services on favorable terms. As such, this information is entitled to confidential protection. This will prevent competitors of Tampa Electric's affiliates in the barge transportation and transloading business from obtaining an unfair advantage over these affiliates and thereby driving up the cost of coal transportation to Tampa Electric.
- (2) The subject information represents the actual rate and amounts for transloading and ocean barging. Disclosure of the total transportation charges would impair the efforts of Tampa Electric to contract for goods and services on favorable terms. Disclosure of the total transportation charges would impair Tampa Electric's contracting ability by enabling a competing provider of transportation services to determine the segmented transportation charges paid by Tampa Electric.
- (3) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat. In addition, disclosure of the rail rate per ton would ultimately disclose the rail rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.
- (4) The dollars in line 10, columns (i) and (l), rail freight, can be divided by the tons in line 9, columns (h) and (k), to derive the rail rate per ton. This would impair the ability of Tampa Electric and its affiliates to negotiate favorable rail rates with the various railroads serving areas in the vicinity of Tampa Electric's coal suppliers. As such, this information is entitled to confidential protection under Section 366.093(3)(d), Fla. Stat.
- (5) The dollars in columns (c),(e),(g),(i),(k),(m),(o) and (q) can be divided by the tons in columns (b),(d),(f),(h),(j),(l),(n) and (p), respectively, to derive the price per ton paid to coal suppliers including Tampa Electric's affiliate, Gatliff Coal. Disclosure would impair Tampa Electric's and its affiliates ability to negotiate favorable coal prices. This information when used with Commission Forms 423 would allow one to derive Electro-Coal Transfer and Gulfcoast Transit charges per ton for deliveries to the station which, in turn, would impair Tampa Electric's ability to contract for goods and services on favorable terms in that it would disclose to competitors the segmented transportation charges paid by Tampa Electric. As discussed above, this type of information is entitled to protection under Section 366.093(3)(d), Fla. Stat.

- (6) These amounts are the segmented river transportation charges. Disclosure would adversely affect the ability of Tampa Electric and its transportation affiliate, Midsouth Towing, from contracting for transportation services on favorable terms. Higher transportation rates could result in an increase in electric rates.
- (7) This information when used in conjunction with Commission Forms 423 would allow one to compute segmented transloading and ocean barging transportation costs per ton. Dollars on line 40, 41, 42, 43 and 45 divided by tons on line 40, 41, 42, 43 and 45, respectively, enables one to compute the chargeout price per ton as shown on line 47. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms. As is discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.
- (8) This information when used in conjunction with Commission Forms 423 would disclose segmented transloading and ocean barging transportation costs per ton. As discussed in rationale (7) for this same workpaper, the dollars from line 59, 60 and 62 divided by the tons on line 59, 60 and 62, respectively, allows one to compute the chargeout price per ton shown on line 64. Disclosure of this information would impair Tampa Electric's ability to contract for goods and services on favorable terms by enabling competitors to determine segmented transportation charges. As discussed above, segmented transportation rates are and have been recognized by the Commission to constitute proprietary confidential business information.
- (9) This data reflects the price per ton of rail coal, which involves permissible cost allocation between Tampa Electric and an affiliate, Gatliff Coal Company. This would provide details of Gatliff's costs per ton of coal from information contained on Commission Forms 423. This would adversely affect Tampa Electric's ability to contract for coal supplies on favorable terms and, thus, is entitled to protection under Section 366.093(3)(d), Fla. Stat. In addition, disclosure of the rail rate per ton would ultimately disclose the rail freight rate per ton paid to CSX as shown on Commission Forms 423 and would impair Tampa Electric's ability to contract for transportation services on favorable terms. In addition, such disclosure would be contrary to the requirements of the Staggers Rail Act.
- (10) This data is the in-transit water barge transportation dollars associated with the tons shown in line 43, column (n) on the same workpaper and when divided by these tons would enable one to compute the segmented transloading and ocean barging transportation rate per ton between Tampa Electric and its waterborne affiliates, Electro-Coal Transfer and Gulf Coast Transit, which would adversely affect Tampa Electric's ability to contract for goods or services on favorable terms.
- (11) This data is the in-transit rail transportation dollars associated with the tons shown in line 58, column (b) on the same workpaper and when divided by these tons would enable one to compute the CSX rail transportation rate per ton which would adversely affect Tampa Electric's ability to contract for services on favorable terms for the same reasons in

rationale (9) above.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 45-3 A	2	(d)	(1)
Page 45-3 A	1-6	(e)	(2)
Page 45-3 A	1,3-6	(g)	(3)
Page 45-3 A	1,3-6	(h)	(4)

Rationale for Confidentiality:

- (1) The information needs confidential treatment because the transloading and ocean barging segmented transportation costs in line 2, column (e) can be derived by subtracting line 2, columns (b) and (d) from column (j). Segmented transportation data has long been determined by the Commission to constitute proprietary confidential business information for which Tampa Electric is entitled to confidential treatment.
- (2) The information set forth, when used in conjunction with units in column (c) or with units on FPSC Forms 423-2, would enable one to derive the segmented transportation costs, including transloading and ocean barging. This is contractual data the disclosure of which would impair the efforts of Tampa Electric to contract for goods and services on favorable terms.
- (3) The in-transit rail coal information in columns (g) can be used with information publicly disclosed in column (f) to compute the actual price per ton paid for Gatliff coal. This would adversely affect Tampa Electric's ability to contract for goods and services on favorable terms and, as the Commission has found, would be contrary to the policy set forth in the Staggers Rail Act.
- (4) The rail transportation information in column (h) can be used with information publicly disclosed in column (f) to determine the actual CSX rail transportation cost per ton. As previously discussed, this would adversely affect Tampa Electric's ability to contract for goods and services on favorable terms and, as the Commission has found, would be contrary to the policy set forth in the Staggers Rail Act.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 45-3 B	3	(d)	(1)
Page 45-3 B	1-6	(e)	(2)
Page 45-3 B	1,2,4-6	(g)	(3)
Page 45-3 B	1,2,4-6	(h)	(4)

Rationale for Confidentiality:

- (1) The information needs confidential treatment because the transloading and ocean barging segmented transportation costs in line 3, column (e) can be derived by subtracting line 3, columns (b) and (d) from column (j). Segmented transportation data has long been determined by the Commission to constitute proprietary confidential business information for which Tampa Electric is entitled to confidential treatment.
- (2) The information set forth, when used in conjunction with units in column (c) or with units on FPSC Forms 423-2, would enable one to derive the segmented transportation costs, including transloading and ocean barging. This is contractual data the disclosure of which would impair the efforts of Tampa Electric to contract for goods and services on favorable terms.
- (3) The in-transit rail coal information in columns (g) can be used with information publicly disclosed in column (f) to compute the actual price per ton paid for Gatliff coal. This would adversely affect Tampa Electric's ability to contract for goods and services on favorable terms and, as the Commission has found, would be contrary to the policy set forth in the Staggers Rail Act.
- (4) The rail transportation information in column (h) can be used with information publicly disclosed in column (f) to determine the actual CSX rail transportation cost per ton. As previously discussed, this would adversely affect Tampa Electric's ability to contract for goods and services on favorable terms and, as the Commission has found, would be contrary to the policy set forth in the Staggers Rail Act.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 45-5 A	33,37	(a)	(1)
Page 45-5 A	32,36	(b)	(1)

Rationale for Confidentiality:

- (1) The information needs confidential treatment as it is a component of the segmented rail transportation cost. Disclosure would adversely affect Tampa Electric's ability to contract for services on favorable terms and result in an increase rates. Segmented transportation has long been determined by the Commission to constitute proprietary confidential business information for which Tampa Electric is entitled to confidential treatment.
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<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 48 A	1-7	(b)	(1)
Page 48 A	1-7	(d)	(1)

Rationale for Confidentiality:

- (1) The information in question discloses amounts paid to Tampa Electric's affiliates Electro-Coal Transfer and Gulfcoast Transit. When divided by the tons in column (c) it would enable one to compute the costs per ton for coal transportation as shown in column (d). Such disclosure would adversely affect the ability of Tampa Electric and its affiliates to contract for goods and services (or in the case of the affiliates to provide goods and services) on favorable terms. As such, the information in question should be protected pursuant to Section 366.093(3)(d), Fla. Stat.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 48 B	1-7	(b)	(1)
Page 48 B	1-7	(d)	(1)

Rationale for Confidentiality:

- (1) The information in question discloses amounts paid to Tampa Electric's affiliates Electro-Coal Transfer and Gulfcoast Transit. When divided by the tons in column (c) it would enable one to compute the costs per ton for coal transportation as shown in column (d). Such disclosure would adversely affect the ability of Tampa Electric and its affiliates to contract for goods and services (or in the case of the affiliates to provide goods and services) on favorable terms. As such, the information in question should be protected pursuant to Section 366.093(3)(d), Fla. Stat.

<u>Workpaper No.</u>	<u>Lines</u>	<u>Column</u>	<u>Rationale</u>
Page 59	2-14	(c)	(1)
Page 59	2-4,7,11-14	(d)	(1)
Page 59	1-14	(e)	(1)
Page 59	7,14	(f)	(1)
Page 59	1-14	(g)	(1)
Page 59	15	(c)(e)(g)	(2)

Rationale for Confidentiality:

- (1) The subject information represents the actual coal price and quarterly price change per ton

paid to the supplier listed in column (a). Disclosure would adversely affect Tampa Electric's ability to contract for goods or services on favorable terms. When used in conjunction with the Commission Forms 423, one would be able to determine the segmented river transportation rate per ton and segmented transloading and ocean barging transportation rate per ton paid to Tampa Electric's affiliates, Mid-South Towing, Electro-Coal Transfer and Gulf Coast Transit. The segmented transportation data has long been determined by the Commission to constitute proprietary confidential business information for which Tampa Electric is entitled to confidential treatment.

- (2) The information represents the price per ton paid for limestone. This is contractual data the disclosure of which would impair the efforts of Tampa Electric to contract for goods and services on favorable terms.

Declassification of Specified Confidential Workpapers for Audit Period April 1994 through March 1995

The following workpapers do not require specified confidential classification.

Workpaper No.

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Page 10-9 (pg 2 of 2)
Page 10-13 (pg 1 of 6)
Page 10-13 (pg 2 of 6)
Page 10-13 (pg 4 of 6)
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Page 41A
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Page 41-1A
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Page 41-2A
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Page 43/1B (pg 1 of 2)
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Page 43-1/1A
Page 43-1A
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Page 49-2 (pg 5 of 5)
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Page 49-2A/1 (pg 2 of 4)
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Page 49-2A/1 (pg 4 of 4)
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Page 57B
Page 57-2A
Page 57-2B
Page 57-2B/1
Page 57-3A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Fuel Purchased Power) DOCKET NO. 950001-EI
 Cost Recovery Clause and) ORDER NO. PSC-95-0773-CFO-EI
 Generating Performance Incentive) ISSUED: June 27, 1995
 Factor.)

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ORDER REGARDING FPL'S REQUEST FOR
CONFIDENTIAL TREATMENT OF APRIL, 1995 FORMS 423

Florida Power & Light Company (FPL), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, has requested specified confidential treatment of various columns of the following FPSC Form 423-1(a):

MONTH/YEAR	FORM	DOCUMENT NO.
April, 1995	423-1(a)	05510-95

FPL has requested specified confidential classification of lines 1-2 of columns H, Invoice Price; I, Invoice Amount; J, Discount; K, Net Amount; L, Net Price; M, Quality Adjustment; N, Effective Purchase Price; P, Additional Transportation Charges, and Q, Other Charges, on Form 423-1(a). FPL argues that column H, Invoice Price, contains contractual information which, if made public, would impair its efforts to contract for goods or services on favorable terms pursuant to Section 366.093(3)(d), Florida Statutes. The information, FPL maintains, delineates the price that FPL has paid for No. 6 fuel oil per barrel for specific shipments from specific suppliers. This information would, therefore, allow suppliers to compare a supplier's price with the market quote in order to determine the contract pricing formula between FPL and that supplier. Such formulas are made up of a markup in the quoted market price and a transportation charge for delivery to FPL's chosen port. Disclosure of the invoice price would allow competitors to derive this formula. Competitor's with this knowledge would likely converge on a target price, thereby reducing the likelihood that FPL would be able to obtain a price concession. The result would be higher fuel prices which would be passed on to FPL's ratepayers as higher rates. FPL asserts that the material identified as confidential information is intended to be and is treated by FPL as private and has not been otherwise publicly disclosed to the best of FPL's knowledge and belief.

FPL argues that lines 1-2 of columns I, Invoice Amount; J, Discount; K, Net Amount; L, Net Price; M, Quality Adjustment; and N, Effective Purchase Price, should be classified confidential because of the contract data found therein are an algebraic function of column H; the publication of these columns together, or independently, FPL argues, could allow suppliers to derive the invoice price of oil. In addition, the same information in column J

reveal the existence and amount of an early payment incentive in the form of a discount reduction in the invoice price, the disclosure of which would allow suppliers again to derive the invoice price of oil. Further, column M includes a pricing term, a quality adjustment applied when fuel does not meet contract requirements, which, if disclosed, would also allow a supplier to derive the invoice price. Column N reveals the existence of quality or discount adjustments and will typically, FPL contends, be identical to H. FPL further argues that lines 1-2 of columns P, Additional Charges, and Q, Other Charges, are algebraic variables of column R, Delivered Price, and would allow a supplier to calculate the Invoice or Effective Purchase Price of oil by subtracting the columnar variables in H and N from column R. They are, therefore, entitled to confidential classification. Both columns P and Q, FPL argues, are alternatively entitled to confidential classification in that they contain terminaling, transportation, and petroleum inspection service costs which, due to the small demand for them in Florida, have the same, if not more severe, oligopolistic attributes as have fuel oil suppliers. Accordingly, FPL contends, disclosure of this contract data would result in increased prices to FPL for terminaling, transportation, and petroleum inspection service costs.

FPL's request for confidentiality is found to be reasonable, therefore the lines listed above are entitled to confidential treatment.

DECLASSIFICATION

FPL further requests the following proposed declassification dates which have been determined by adding six months to the last day of the contract period under which the goods or services identified were purchased:

FORM	LINE(S)	COLUMN(S)	DATE
423-1(a)	1	H - N	05-31-96
423-1(a)	2	H - H	10-31-95
423-1(a)	1 - 2	P	05-31-97
423-1(a)	1 - 2	Q	06/30/96

FPL requests that the confidential information identified above not be disclosed until the identified date of declassification. Disclosure of pricing information, FPL argues, during the contract period or prior to the negotiation of a new contract is reasonably likely to impair FPL's ability to negotiate future contracts as described above.

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 PSC RECORDS REPORTING

FPL maintains that it typically renegotiates its No. 2 and No. 6 fuel oil contracts and fuel related services contracts prior to the end of such contracts. On occasion, however, some contracts are not renegotiated, until after the end of the current contract period. In those instances, the contracts are usually renegotiated within six months. Accordingly, FPL states, it is necessary to maintain the confidentiality of the information identified as confidential on FPL's Form 423-1(a) for an additional six months.

FPL has requested a longer time period for classification of confidential information in the instance listed below:

FORM	LINE(S)	COLUMN(S)	DATE REQUESTED	DATE GRANTED
423-1(a)	9 - 25	P	03-31-99	05-31-97

FPL asserts that this time period is necessary to ensure that FPL is able to bargain on competitive terms in future negotiations for contractual provisions which will ultimately protect FPL's ratepayers. For the information subject to confidential treatment discussed earlier, FPL requested confidential treatment for a period of time up to the contract term, which did not exceed 18 months, plus an additional 6 month period at the end of the contract period to permit time for renegotiation. Its request comported with Rule 25-22.006(8)(a), Florida Administrative Code, therefore that information is entitled to an extension of its declassification dates as cited above. However, FPL requests that the confidential information regarding the above item not be declassified for a period of four years. Section 366.093(4), Florida Statutes, states that "In any finding by the commission that records contain proprietary confidential business information is effective for a period set by the commission not to exceed 18 months, unless the commission finds, for good cause shown, that the protection from disclosure shall be for a specified longer period." With regard to lines 1-2 of column P, good cause has not been shown to hold this contractual information confidential for such a lengthy period. Instead, this contractual data is entitled to confidential status for a period of 18 months from the month in which this Order is issued. Near the end of this time period, FPL may resubmit a petition to extend this period of confidentiality. Thus, if such a petition is filed by FPL before the period's expiration, the prehearing officer will consider extending the period of confidentiality.

In consideration of the foregoing, it is

ORDERED that Florida Power & Light Company's request for confidential classification of the above specified information in Form 423-1(a) for April, 1995, the document identified as DN 05510-95 is granted, as discussed within the body of this Order. It is further

ORDERED that the proprietary confidential business information shall remain confidential for the periods of time discussed within the body of this Order. It is further

ORDERED that this Order will be the only notification by the Commission to the parties concerning the expiration of the confidentiality time period.

By ORDER of Commissioner J. Terry Deason, as Prehearing Officer, this 27th day of June, 1995.


J. TERRY DEASON, Commissioner and
Prehearing Officer

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.038(2), Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida

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Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

**JUSTIFICATION FOR REQUESTED
DURATION OF CONFIDENTIAL CLASSIFICATION**

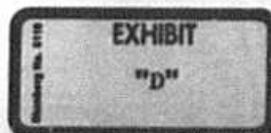
Set forth below is Tampa Electric's justification for the company's request that the fuel and fuel transportation data in question be treated as confidential for a period of at least two years after the date on which it is declared to be confidential:

Coal and Coal Transportation Data

1. Tampa Electric seeks protection of the coal and coal transportation contract information specified as confidential for a minimum period of two years. The need for two or more years of confidentiality is vital not only to Tampa Electric and its ratepayers, but to the vendors of coal and coal transportation services as well.

2. Bidders for the sale of coal will always seek to optimize their profit margin. Full knowledge of the prices paid by the utility for coal enables the bidder to increase the price bid and thereby optimize the bid from the viewpoint of the seller and to the detriment of the ratepayer. Tampa Electric firmly believes that the disclosure of information on prices paid within the last two years will increase the price Tampa Electric will be required to pay for coal and will be detrimental to ratepayers.

3. Recent bids received by Tampa Electric contained a \$4.17 per ton spread between the bids. The low bid undoubtedly would have been higher had the bidders had full knowledge of prices paid by Tampa Electric. Bidders will always seek to optimize their profits by submitting bids that are as high as the market will bear. If market data is disclosed which discourages suppliers from



bidding competitively, they will increase their bids to the level of past payments to other suppliers by the buyer.

4. Gatliff Coal and TECO Transport and Trade sell coal and bulk commodity transportation services in the open non-regulated marketplace. The prices at which their goods and services are sold are not publicly disclosed anywhere by publication or voluntary dissemination because it would materially lessen their competitive posture with customers other than Tampa Electric. Outside customers who negotiate for coal or coal transportation services are placed at a competitive advantage for these goods or services if they know the cost of the goods or services.

5. An analyst for an outside customer of Gatliff or TECO Transport who reads the written transcripts of public fuel hearings or reads the written orders of the FPSC can easily discover that until November 1, 1988, Tampa Electric paid cost for coal from Gatliff and for coal transportation from TECO Transport. Further, the publication of the stipulation agreement between the parties in 1988 indicated that the initial benchmark price was close to cost and subsequent testimony indicates the revised contract escalates from cost.

6. As long as an outside customer does not know how such an escalation clause changes price, the cost cannot be calculated. However, publicizing the price of coal or coal transportation services will tell an outside customer how much the escalation has been and make it easy for him to calculate cost.

7. Because of the seasonality of costs in both businesses,

a full year's cost data is necessary for an accurate cost measurement. A second year must pass before one full year can be compared with a second year to measure the escalation accurately. So a perceptive vendor seeks two years of data to make his cost estimates. The competitive industries recognize that data beyond two years is not helpful to them, as enough factors may change in that time frame for costs to be much different from what was incurred. Any date less than two full years old is extremely valuable to outside customers in contracting for services with Gatliff or TECO Transport. The difference of small amounts per ton can mean millions of dollars' difference in cost.

8. A loss of outside business by Gatliff or TECO Transport will affect not only Gatliff or TECO Transport but, if large enough, it could affect the credibility of the companies. The prices negotiated with Tampa Electric by these vendors took into consideration their costs and revenues at the time of negotiation, including the revenues from outside customers. A significant loss of outside business could cause Gatliff or TECO Transport to fail, since under market pricing regulation Tampa Electric will not make up the difference to them in cost. In turn, a failure of these vendors would leave Tampa Electric and its Customers with only higher cost alternatives for Blue Gem coal and for coal transportation to Tampa, a higher cost that would be paid by Tampa Electric's ratepayers. So the continued credibility of Gatliff and TECO Transport is important to protect Tampa Electric's ratepayers from higher cost alternatives.

Fuel Oil Contract Data

9. Tampa Electric requests that the confidential information relating to fuel oil contract data also not be declassified until at least two years after it is classified confidential. Ideally, Tampa Electric's interests would be best protected by adopting a declassification date which is at least six months beyond the expiration of the contract pursuant to which the prices in question were determined.

10. Tampa Electric's ability to negotiate future contracts for No. 2 and No. 6 oil would reasonably likely be impaired if pricing information as described above were disclosed during the contract period or prior to the negotiation of a new contract.

11. Tampa Electric typically renegotiates its No. 2 and No. 6 fuel oil contracts and fuel related services contracts prior to the end of such contracts. On occasion some contracts are renegotiated after the end of the current contract period. In this situation, renegotiations are normally completed within six months. Therefore, it is necessary to maintain the confidentiality of the information identified as confidential in workpaper No. 49 for six months after the end of the individual contract period to which the information relates.

12. Tampa Electric's No. 2 contract was renegotiated effective October 1, 1990 and its No. 6 contract was renegotiated effective September 1, 1990.

13. In many instances the declassification date proposed above would be beyond two years from the date the information is

classified. Therefore, and in order to simplify the determination of a date of declassification date, Tampa Electric is willing to settle for a declassification date within two years from the date the material in question is initially classified. This will avoid having to refer to contract expiration dates which vary from contract to contract. At the same time, it will afford Tampa Electric some minimum period of protection from having this sensitive information disclosed publicly.