

AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(904) 224-9115 FAX (904) 222-7560

June 19, 1996

HAND DELIVERY

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

Re: Prudency Review to Determine Regulatory
Treatment of Tampa Electric Company's
Polk Unit; FPSC Docket No. 960409-EI

Dear Ms. Bayo:

Enclosed for filing in the above docket is the original and ten (10) copies of Tampa Electric Company's Request for Confidential Classification of certain information contained in portions of Late-Filed Deposition Exhibits Nos. 18 and 20 provided by Tampa Electric witness Charles R. Black. Also enclosed are two redacted copies of the single page in each deposition exhibit which is in need of confidential protection. We are submitting under separate cover highlighted confidential versions of these two pages.

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,

Lee E. Willis

cc: All Parties of Record (w/encls.)

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC
- WAS
- OTH

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Redacted
DOCUMENT NUMBER-DATE

06614 JUN 19 96

FPSC-RECORDS/REPORTING

Request
DOCUMENT NUMBER-DATE

06613 JUN 19 96

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE

06615 JUN 19 96

FPSC-RECORDS/REPORTING

Fuel Contract.

- Provide the fuel contract approved by DOE.
- A. See attached fuel contract approved by DOE.

A.

B.

1.	MONTH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2.	TONS	18	18	18	18	20	20	30	30	28

3. For purposes of this Agreement, "ton" shall mean 2,000 lbs. avoirdupois weight. Seller will
 4. deliver according to the table above, however Buyer retains the right at its sole discretion to
 5. vary in advance monthly installment quantities on a reasonable basis to meet burn rate or
 6. inventory requirements at the power plants, to conform to tonnage requirements or equipment
 7. availability of Buyer's Transportation Contractor, or for any other reasonable purpose. Seller
 8. shall establish delivery schedules for individual installments in accordance with the foregoing
 9. and as provided in Section 3.01 below. Time is of the essence; Seller understands and
 10. acknowledges that the timely delivery of coal under this Agreement is essential to Buyer and
 11. hereby warrants and represents to Buyer that Seller is able to deliver coal in accordance with
 12. all schedules established as set forth in this Agreement. Buyer reserves the right to refuse
 13. acceptance of any shipment of coal (including coal in transit) delivered other than in
 14. conformance with those schedules.

15. Buyer reserves the right to vary the total quantity of coal delivered by as much as plus twenty
 16. percent (20%) or minus ten percent (10%) as long as any such change to the total quantity
 17. is accompanied by written notice at least 30 days prior to its taking effect. A change to the
 18. total quantity of coal delivered under this Agreement may be made at any time during the term
 19. of this Agreement provided that notification of such a change is given to Seller with the
 20. aforementioned 30 day notice.

21. 1.05 Option. Seller hereby extends to Buyer an option to purchase up to an additional
 22. 250,000 tons, to be delivered in equal monthly shipments from January 1, 1997 through
 23. December 31, 1997. Seller shall advise Buyer of the purchase price (pursuant to section 2.01
 24. below) and any proposed adjustments to quality specifications (pursuant to section 4.01) of
 25. this option tonnage by September 1, 1996. Buyer may exercise this option tendering notice
 26. to Seller of its intents to do so on or before October 1, 1996.

27.
 28.

ARTICLE II PRICE AND PAYMENT

29. 2.01 Purchase Price. The price of the coal delivered hereunder at the quality specified
 30. herein, shall be \$ _____ per ton, F.O.B. the Delivery Point (the "Purchase Price"), and shall be
 31. firm through the entire term of this Agreement.

32. The Purchase Price of the 1997 Option tonnage shall not exceed \$ _____ per ton, F.O.B. barge
 33. at the Delivery Point.

34. Said Purchase Price shall be inclusive of all applicable sales and use taxes, federal reclamation
 35. fees, federal black lung taxes, and other governmental fees or taxes imposed, on either Buyer
 36. or Seller, on a per ton basis or on the sale price of the coal. Further, it is understood, to the
 37. extent that any such fees or taxes shall be imposed by law on the Buyer, that the Purchase
 38. Price hereunder shall not be increased, but that the Buyer (to the extent permitted by law) will
 39. remit such fees or taxes directly to the Seller as a portion of the payment of said Purchase
 40. Price of coal delivered hereunder; and the Seller will, in turn, be responsible for payment, out
 41. of the Purchase Price, of such fees and taxes to the applicable governmental agency.

Schedule of all Orders over \$1 Million.

- Provide the list, explanation, value and commitment date of all orders for the Polk Power Station for over \$1 million.

- A. See attached schedule of orders for the Polk Power Station over \$1 Million.

Polk Power Station
 Million Dollar Project External Commitments
 CRB Late File Exhibit No. 20

Vendor Code	P.O. No.	Bechtel M.R. No.	P.O. Description	Initial Commitment (a)	Vendor Name	Initial Commitment Date
1	FEM022	P20573	A-015	FIRE PROTECTION	F. E. MORAN, INC - SPECIAL HAZ	25APR95
2	BEC003	P83514	A/E	DETAILED ENGINEERING	BECHTEL	28APR93
3	ARG012	P16401	B-015A	AUTO & MANUAL BALL VALVES	ARGUS	26JAN95
4	MIT053	P12228	B-035	PRESSURE VESSELS	MITTERNIGHT BOILER WORKS	28OCT94
5	SOU276	P19077	B-047	HGCU STRUCTURAL STEEL	SOUTHEASTERN INDUSTRIAL SERVICE	21MAR95
6	SAU022	P02989	C-005	INCOLOY 625 VESSEL	SAUDER CUSTOM FABRICATION, INC	09MAY94
7	FAB084	P96461	C-006	COLUMNS	FABWELL CORPORATION	27JAN94
8	BEC003	P89616	CM	CONSTRUCTION MANAGEMENT	BECHTEL	26AUG93
9	JOH123	P98253	CP-001	SITE RECLAMATION & DEVELOPE	JOHNSON BROTHERS CORP	07FEB94
10	RWS045	P04650	CP-003	RAILROAD	R W SUMMERS	07JUN94
11	JOH123	P11418	CP-008	MAIN CIVIL INSTALLATION	JOHNSON BROTHERS CORP	13OCT94
12	TIC600	P20402	CP-011	CP-011 GASIFICATION INSTALL	T.I.C. (The Industrial Co.)	21APR95
13	TIC600	P23834	CP-011A	HGCU & BRINE CONSTRUCTION	T.I.C.	10JUL95
14	HBZ052	P17474	CP-012	POWER BLOCK - MECH/ELEC	H B ZACHRY COMPANY	16FEB95
15	DAV020	P02916	CP-017	SHIPPING FOR RSC	DAVENPORT MAMMOET	04MAY94
16	JOH123	P29025	CP-022	WEST OF SR37 RECLAMATION	JOHNSON BROTHERS	06NOV95
17	HEN030	P11026	CP-10A	CONTROL BUILDING	HENNESSY CONSTRUCTION, INC	05OCT94
18	TAM167	P00337	D-001	FIELD ERECTED TANKS	TAMPA TANK	13MAY94
19	DAV990	P0000H	DIST	WORKMANS COMP INSURANCE	DAVIS BALDWIN	29OCT94
20	TEX048	P65292	ENGR	PRELIMINARY ENGINEERING	TEXACO	21MAY92
21	ABC035	P00882	F-001	START-UP BOILER	ABCO INDUSTRIES	30MAR94
22	BAJ007	P93163	J-261	DISTRIBUTED CONTROL	BAILEY CONTROLS COMPANY	08NOV93
23	FIS042	P98927	J-411	CONTROL VALVES	FISHER CONTROLS	24FEB94
24	SHA111	P11381	L-001	SHOP FABRICATED PIPING	SHAW GROUP, INC	01JAN95
25	SHA111	P16194	L-001A	BULK/STRAIGHT RUN PIPING	SHAW GROUP, INC	19JAN95
26	KLJ010	P03834	M-001	STRUCTURAL STEEL	KLINE IRON & STEEL CO	29SEP94
27	HAR101	P22438	N-001	GASIFIER REFRACTORY	HARRISON-WALKER REFRACTORIES	06JUN95
28	ABB010	P95129	P-001	1SU & STATION SERVICE	ABB Power T&D Company Inc.	14DEC93
29	POW018	P98949	P-005	SUBSTATION NO. 1 BUILDING	POWELL PROCESS SYSTEMS, INC.	25FEB94
30	SQU015	P96495	P-006	CAST COIL DRY TYPE	SQUARE D COMPANY	05JAN94
31	WH0040	P16843	P-050	POWER WIRE & CABLE	WHOLESALE ELECTRIC SUPPLY CO.	03FEB95
32	ENV152	P62939	PERM	POLK ENVIRONMENTAL LICENSING	ECT	07APR92
33	CAO010	P02895	R-001	WAREHOUSE & MAINT BLDGS	C. A. OAKES CONSTRUCTION	03MAY94
34	BAJ029	P21749	SIMUL	PROJECT SIMULATOR	BAILEY CONTROLS COMPANY	18MAY95
35	FMC040	P00298	T-001	COAL HANDLING EQUIPMENT	FMC CORPORATION	16MAR94
36	SVE024	P98088	T-002	GRINDING MILL	SVEDALA INDUSTRIES, INC.	07FEB94
37	AME116	P03164	T-013	COAL SILOS	AMERICAN MARIETTA	09MAY94
38	GEN085	P78588	V-001	GAS TUBINE/GENERATOR	GENERAL ELECTRIC INDUSTRIAL	01JAN93
39	AJR102	P83322	V-004	AIR SEPARATION UNIT	AIR PRODUCTS & CHEMICALS, INC	15APR93
40	GEN120	P77416	V-005	HOT GAS CLEANUP SYSTEM	GE ENVIRONMENTAL SYSTEMS, INC.	20JAN94
41	LCS010	P85761	V-010	CONVECTIVE SYNGAS COOLING	STEINMULLER CSC SYSTEMS	13JUL93
42	MAN066	P85760	V-011	RADIANT SYNGAS COOLING	MAN Gutehoffnungshütte AG.	13JUL93
43	MON114	P04400	V-014	SULFURIC ACID PLANT	MONSANTO ENVIRO-CHEM SYSTEMS	10MAY94
44	AQU015	P04077	V-016	BRINE SYSTEM	AQUA-CHEM, INC	06JUN94
45	EMC058	P16186	Z-009	ENGR SLAG & BRINE LANDFILLS	EMCON SOUTHEAST	19JAN95

MEMORANDUM

June 19, 1996

TO: _____ DIVISION OF APPEALS
_____ DIVISION OF AUDITING AND FINANCIAL ANALYSIS
_____ DIVISION OF COMMUNICATIONS
XX _____ DIVISION OF ELECTRIC AND GAS
_____ DIVISION OF RESEARCH
_____ DIVISION OF WATER AND WASTEWATER
_____ DIVISION OF LEGAL SERVICES

FROM: DIVISION OF RECORDS AND REPORTING (WILLIAMS)

RE: CONFIDENTIALITY OF CERTAIN INFORMATION

DOCUMENT NO: 06615-96

DESCRIPTION: Portions of Late-filed deposition Exhibits Nos.
18 and 20 of Charles R. Black.

SOURCE: TAMPA ELECTRIC COMPANY

DOCKET NO.: 960409-EI

The above material was received with a request for confidentiality (attached). Please prepare a recommendation for the attorney assigned to the case by completing the section below and forwarding a copy of this memorandum, together with a brief memorandum supporting your recommendation, to the attorney. Copies of your recommendation should also be provided to the Division of Records and Reporting and to the Division of Appeals.

Please read each of the following and check if applicable.

— The document(s) is (are), in fact, what the utility asserts it (them) to be.