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ORIGINAL

Matthew M. Childs, P.A.

January 30, 1998

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, FL 32399

RE: DOCKET NO. 971237-F

Dear Ms. Bayó:

Enclosed for filing please find the original and fifteen (15) copies of Florida Power & Light Company's Request for Confidential Classification in the above referenced docket.

Very truly yours,



Matthew M. Childs, P.A.

MMC:ml

Enclosure

ACK _____ cc: All Parties of Record

AFA _____

APP _____

CAF _____

CMU _____

CTR _____

CP _____

EE _____

EL _____

SP _____

WPS _____

Miami
305 577 7000
305 577 7001 Fax

West Palm Beach
561 650 7200
561 655 1509 Fax

Key West
305 292 7272
305 292 7271 Fax

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01637 JAN 30 1998
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582 951 4106 Fax
FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for authority to)
increase annual storm fund accrual) DOCKET NO. 971237-EI
by Florida Power & Light) FILED: JANUARY 30, 1998
Company)
_____)

REQUEST FOR CONFIDENTIAL CLASSIFICATION

Florida Power & Light Company ("FPL"), hereby requests confidential classification of FPL's Answer to Staff's Interrogatory No. 7 of Staff's First Set of Interrogatories to Florida Power & Light Company (Nos. 1 - 35) dated December 5, 1997 ("Interrogatory No. 7"). This request for confidential classification is filed pursuant to Rule 25-22.006 of the Florida Administrative Code and section 366.093 of the Florida Statutes. FPL timely filed its notice of intent to request confidential treatment on January 9, 1998. The grounds for this request are set out below.

The following exhibits are attached hereto or are being filed separately, but contemporaneously, herewith:

- a. Exhibit A is FPL's answer to Interrogatory No. 7, the document for which FPL seeks confidential treatment. All information contended by FPL to be entitled to confidential treatment has been highlighted in Exhibit A. Exhibit A is being filed separately in a sealed envelope marked "CONFIDENTIAL." Exhibit A itself has been marked "CONFIDENTIAL."
- b. Exhibit B, attached, is a copy of FPL's answer to Interrogatory No. 7, on which all information contended by FPL to be entitled to confidential treatment has been redacted.

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

- c. Exhibit C, attached, is the Affidavit of Keith S. Kennedy offered in support of this request.

Staff's Interrogatory No. 7 asks: "What was the cost of FPL's storm damage study prepared by EQE International, Inc.?" Pursuant to section 366.093, FPL's answer to Interrogatory No. 7, is entitled to confidential treatment and is exempt from the public records law.

FPL's answer to Interrogatory No. 7 is proprietary, confidential business information as defined in section 366.093(3)(d), Florida Statutes. Mr. Kennedy's affidavit, Exhibit C, demonstrates that the information is a contract price obtained by FPL for contractual services. The price obtained depended upon FPL's agreement not to disclose the price. Moreover, both FPL and the contractor signed a confidentiality agreement as to the price and FPL instituted controls to ensure that the information remains secret. Mr. Kennedy's affidavit further establishes that disclosure would impair FPL's efforts to contract for goods or services on favorable terms in the future, since "[i]f disclosed, the information could adversely affect FPL's ability to obtain competitive prices from other contractors" Exhibit C ¶4. Mr. Kennedy's affidavit demonstrates that an inability to maintain the confidentiality of negotiated contract prices impairs FPL's contracting and bidding position. Therefore, FPL's Answer to Interrogatory No. 7 is "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." Fla. Stat. § 366.093(3)(d).

The material in Exhibit A for which FPL seeks confidential treatment should not be declassified for a period of at least 18 months and should be returned to FPL in accordance with section 366.093(4) of the Florida Statutes as soon as the information is no longer necessary for the Commission to conduct its business. The materials should remain confidential while at the Commission and should be returned to FPL so that FPL can maintain the confidential nature of the documents.

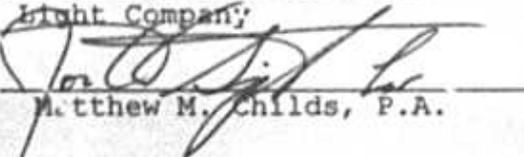
CONCLUSION

FPL requests confidential treatment of its answer to Interrogatory No. 7 for a period of at least 18 months. Exhibit A (and all other copies of Exhibit A) should be returned to FPL in accordance with section 366.093(4) of the Florida Statutes as soon as the information is no longer necessary for the Commission to conduct its business.

DATED this 30th day of January, 1998.

Respectfully submitted,

STEEL HECTOR & DAVIS LLP
215 South Monroe Street, Suite 601
Tallahassee, Florida 32301-1804
Attorneys for Florida Power
& Light Company

By: 

Matthew M. Childs, P.A.

Florida Power & Light Company
Docket No. 971237-EI
Staff's First Set of
Interrogatories (Nos. 1-35)
Interrogatory No. 7
Page 1 of 1

7. Q.

What was the cost of FPL's storm damage study prepared by EQE International, Inc.?

A.



AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Keith S. Kennedy, who being first duly sworn by me testified and said:

1. My name is Keith S. Kennedy. My business address in Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, Florida. I am employed by Florida Power & Light Company as Director, Risk Management.
2. This is in support of FPL's "Notice of Intent to Request Confidential Classification" ("FPL's Request") of certain materials requested in Staff's First Set of Interrogatories in Docket No. 971237-E1.
3. The information for which FPL seeks confidential treatment consists of the response to interrogatory #7, in which Staff requests the cost of FPL's Storm Damage the Study prepared by EQE, International Inc.
4. If disclosed, the information could adversely affect FPL's future ability to enter into contracts similar to the contract between FPL and EQE to perform the Study. Each of the contractors with whom FPL discussed hurricane modeling work expressed a desire, and received assurance from FPL, that price quotes would not be shared with other contractors. If the costs of the studies done by EQE were publicized, FPL would not be able to give similar assurance of confidentiality to contractors in the future and quoted prices would probably increase. Furthermore, FPL has a contractual obligation for this information to remain in confidence. FPL and EQE signed a confidentiality agreement that limits both FPL's and EQE's rights to divulge information about their relationship, including the price of the study.

5. The confidentiality of the information is guarded by FPL. Risk Management treats all invoices and financial information as confidential. The proposal documents, invoices, payment records, etc. are kept in specific files in a secure area of the building. Security is provided through general building security; i.e., only authorized personnel are admitted to FPL facilities. During the regular business day, Risk Management employees are working in the immediate vicinity of the subject files and such files are available only to those employees. During non-business hours, the files are locked and the general areas where they are stored is available only to authorized personnel.

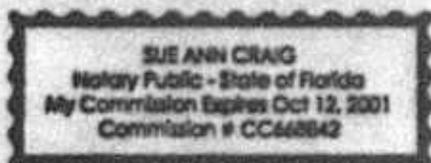
6. EQE also keeps the information confidential. EQE has executed a confidentiality agreement with FPL pursuant to which they agreed not to release any information concerning the study, the technical data used in the study and the pricing for the study, to any other party without the express written consent of FPL. They have not requested, nor has FPL given permission for the information to be released by EQE.

AFFIANT SAYS NOTHING FURTHER.

Keith S Kennedy
Name
Director, Risk Management
Title

I hereby certify that on this 28 day of January, 1998, before me, an officer duly authorized in the State of Florida and County of Palm Beach aforesaid to take acknowledgments, personally appeared Keith S. Kennedy, who is personally known to me, and he acknowledged before me that he executed this certification of signature as his free act and deed who did not take an oath.

In Witness Whereof, I have hereunto set my hand and seal in the State of Florida and County of Palm Beach aforesaid as of this 28 day of January, 1998.



Sue Ann Craig
Notary Public
State of Florida
My Commission Expires:

**CERTIFICATE OF SERVICE
DOCKET NO. 971237-EI**

I HEREBY CERTIFY that a true and correct copy of Florida Power & Light Company's Request for Confidential Classification been furnished by Hand Delivery,** or U.S. Mail this 30th day of January, 1998, to the following:

Robert V. Elias, Esq.**
Division of Legal Services
FPSC
2540 Shumard Oak Blvd. Rm.370
Tallahassee, FL 32399-0850

Jack Shreve, Esq.
Office of Public Counsel
111 West Madison Street
Room 812
Tallahassee, FL 32399



Matthew M. Childs, P.A.