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OCT - 1 PM 4:09

COMMISSION  
 CLERK

October 1, 2010

**VIA HAND DELIVERY**

Ms. Ann Cole  
 Division of the Commission Clerk and  
 Administrative Services  
 Florida Public Service Commission  
 Betty Easley Conference Center  
 2540 Shumard Oak Boulevard, Room 110  
 Tallahassee, FL 32399-0850

CLAIM OF CONFIDENTIALITY  
 NOTICE OF INTENT  
 REQUEST FOR CONFIDENTIALITY  
 FILED BY OPC

FOR DN 08272-10, WHICH  
 IS IN LOCKED STORAGE. YOU MUST BE  
 AUTHORIZED TO VIEW THIS DN. - CLK

Re: Docket No. 100009-EI; Nuclear Power Plant Cost Recovery Clause

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") are an original and seven (7) copies of its Revised Request for Confidential Classification of Information Contained in the Exhibits of Carl Vinson, Robert Fisher, and Kathy Welch filed in Docket 080001-EI. The original includes Revised Exhibit A through Revised Exhibit D. The seven (7) copies include Revised Exhibits B, C and D only.

Revised Exhibit A consists of a copy of the confidential material, and all information that FPL asserts is entitled to confidential treatment has been highlighted. Revised Exhibit B is an edited version of Revised Exhibit A, in which the information FPL asserts is confidential has been redacted. Revised Exhibit C is a justification table supporting FPL's Request for Confidential Classification. Revised Exhibit D consists of the affidavits of Bruce Beisler and Nelda Jacques in support of FPL's Request for Confidential Classification. Also included in this filing is a compact disc containing FPL's Request for Confidential Classification and Exhibit C only in Microsoft Word format.

Please contact me if you or your Staff has any questions regarding this filing.

COM \_\_\_\_\_  
 APA | \_\_\_\_\_  
 ECR | 3+100 containing request and exhibit C, also fwd.  
 GCL | \_\_\_\_\_  
 RAD | \_\_\_\_\_  
 SSC | \_\_\_\_\_  
 ADM | \_\_\_\_\_  
 OPC | \_\_\_\_\_  
 CLK | tena

Enclosures  
 cc: Parties of Record (w/out enc.)

Sincerely,  
*Jessica Cano*  
 Jessica A. Cano

DOCUMENT NUMBER-DATE

08271 OCT-1 09

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Nuclear Power Plant                    )  
Cost Recovery Clause                            )

Docket No. 100009-EI  
Filed: October 1, 2010

**FLORIDA POWER & LIGHT COMPANY'S REVISED  
REQUEST FOR CONFIDENTIAL CLASSIFICATION OF  
INFORMATION CONTAINED IN THE EXHIBITS OF  
CARL VINSON, ROBERT FISHER, AND KATHY WELCH**

Pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, Florida Power & Light Company ("FPL") requests confidential classification of information contained in the exhibits of Carl Vinson, Robert Fisher, and Kathy Welch filed in Docket No. 080009-EI. In support of this request, FPL states as follows:

1. On August 29, 2008, FPL requested confidential classification of information contained in the exhibits to the testimony of Carl Vinson, Robert Fisher, and Kathy Welch ("Staff Auditors") in Docket No. 080009-EI. By letter dated June 17, 2010, FPL was notified that its August 29, 2008 request had not yet been acted upon, and was asked to re-review the confidential material and revise its request if necessary. FPL has reviewed the confidential material and determined that some of the information no longer requires confidential treatment. Accordingly, FPL is filing this Revised Request for Confidential Classification.

2. The following exhibits are included with and made a part of this request:

a. Revised Exhibit A consists of a copy of the confidential material on which all information that FPL asserts is entitled to confidential treatment has been highlighted.

b. Revised Exhibit B consists of a copy of the confidential material on which all information that FPL asserts is entitled to confidential treatment has been redacted.

DOCUMENT NUMBER-DATE  
08271 OCT-10  
FPSC-COMMISSION CLERK

c. Revised Exhibit C is a table identifying the information highlighted in Revised Exhibit A, together with references to the specific statutory bases for the claim of confidentiality and to the affidavit in support of the requested classification.

d. Revised Exhibit D includes the affidavits of Bruce Beisler and Nelda Jacques in support of this request.

3. The highlighted information in Exhibit A is proprietary confidential business information within the meaning of Section 366.093(3), Florida Statutes. This information is intended to be and is treated by FPL as private, and its confidentiality has been maintained. Pursuant to Section 366.093, such information is entitled to confidential treatment and it is exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

4. As the affidavits included in Revised Exhibit D indicate, the confidential information contained in Staff's exhibits includes contractual data, the public disclosure of which would impair FPL's ability to contract for goods or services on favorable terms in the future. Such information is protected by Section 366.093(3)(d), Florida Statutes. Also included is competitively sensitive affiliate pay rate information, the disclosure of which could impair the business of FPL. Specifically, it could be used by vendors in negotiations with FPL to FPL and its customers' detriment. Such information is protected by Section 366.093(3)(e), Florida Statutes. Finally, one document contains competitively sensitive information related to particular employees' compensation. Public disclosure of compensation information would enable competing employers to meet or beat the compensation currently offered, resulting in the loss of

talented employees, or conversely, the need to increase the level of compensation already paid in order to retain these employees and attract new talent. The quality of service and the cost of service implications would be detrimental to FPL and its customers.

5. Nothing has occurred since FPL's original request was filed to render this information stale or public, such that continued confidential treatment would no longer be necessary. This information remains contractual and/or competitively sensitive in the manner described above.

6. Upon a finding by the Commission that the information highlighted in Revised Exhibit A, and referenced in Revised Exhibit C, is proprietary confidential business information, the information should not be declassified for a period of at least eighteen (18) months and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. *See* § 366.093(4), Fla. Stat.

**WHEREFORE**, FPL respectfully requests confidential classification of the material described herein.

Respectfully submitted,

Jessica A. Cano  
Principal Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
Telephone: (561) 304-5226  
Facsimile: (561) 691-7135

By: Jessica Cano  
Jessica A. Cano  
Fla. Bar No. 0037372

**CERTIFICATE OF SERVICE  
DOCKET NO. 100009-EI**

I HEREBY CERTIFY that a true and correct copy of FPL's Request for Confidential Classification (without attachments), was served by hand delivery\* or U.S. Mail this 1st day of October, 2010 to the following:

Anna Williams, Esq.  
Lisa Bennett, Esq.  
Keino Young, Esq.  
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Attorneys for SACE

By: *Jessica Cano*  
Jessica A. Cano  
Florida Bar No. 0037372

**REDACTED**

**REVISED EXHIBIT B**

DOCUMENT NUMBER-DATE

08271 OCT-1 9

FPSC-COMMISSION CLERK

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**AUDIT FINDING NO. 2**

**SUBJECT: AFFILIATE OVERHEAD**

**STATEMENT OF FACTS:** Florida Power and Light Energy (FPLE) Seabrook Station charged FPL for two employees that were assigned to the Extended Power Uprate Feasibility Study. In 2007, \$30,657.08 of salary was charged to the FPL uprate. FPLE charged 77.37% in overhead to the base salary. The overhead consists of 36.86% of non-productive charges. This loaded rate is then charged with payroll benefits of 17.26% and a space allocation of 12.33%.

The non-productive rate consists of 14.48% for sick time, vacation time, etc. and is based on FPLE non-productive pay code costs divided by total payroll costs. Twenty two and a half percent relates to incentive payments. The employees' total pay was compared to the base pay and it does appear that incentive pay did increase the employees total pay by a substantial percent.

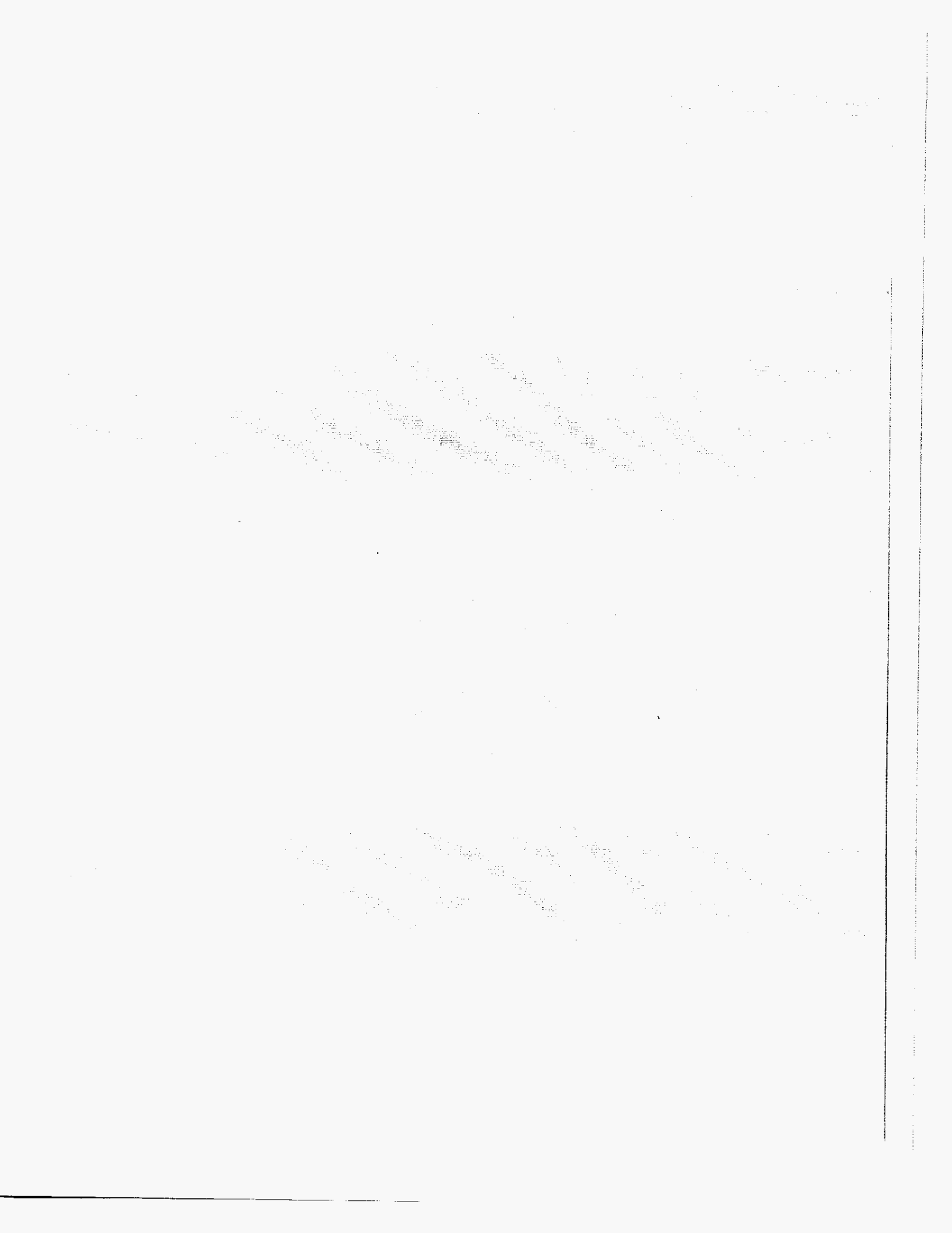
FPLE also charged expenses for travel of \$24,622.47 and for a charge from an outside contractor of \$6,900. The invoices for these expenses were reviewed and no problems were found.

Affiliate transactions should be charged to the utility at the lower of cost or market. The rate of TSSD, an outside contractor, was [REDACTED] an hour. The rates of FPLE employees with overhead and excluding travel ranged from [REDACTED] to [REDACTED] which was less than the rate of the outside contractor. Actual costs were traced to payroll detail and expense reports.

**EFFECT ON THE GENERAL LEDGER:** This finding is for informational purposes only.

**EFFECT ON THE FILING:** This finding is for informational purposes only.





**AUDIT FINDING NO. 2**

**SUBJECT: AFFILIATE OVERHEAD**

**STATEMENT OF FACTS:** Florida Power and Light Energy (FPLE) charged FPL for four employees that were assigned to the Turkey Point 6 & 7 project. Three were general counsel employees and one was the director of construction. In 2007, \$60,612.55 of salary and overhead was charged to the site selection work order and \$22,373.66 to the pre-construction work order. FPLE charged 77.37% in overhead to the base salary. The overhead includes 36.85% of non-productive charges. This loaded rate is then charged with payroll benefits of 17.26% and a space allocation of 12.33%.

The non-productive rate consists of 14.35% for sick time, vacation time, etc. and is based on FPLE non-productive pay code costs divided by total payroll costs. Incentive payments account for 22.5% of the non-productive costs.

The pay rates of FPLE employees including overhead ranged from [REDACTED] to [REDACTED]. Actual costs were traced to payroll detail and expense reports. These rates were less than comparable rates with outside vendors.

**EFFECT ON THE GENERAL LEDGER:** This finding is for informational purposes only.

**EFFECT ON THE FILING:** This finding is for informational purposes only.

**AUDIT FINDING NO. 3**

**SUBJECT: RELOCATION COSTS AND SIGNING BONUS**

**STATEMENT OF FACTS:** FPL has paid relocation costs and signing bonuses to attract new employees to work on the nuclear project.

The relocation costs charged in 2007 are:

	Position
1 [REDACTED]	Director, Project Development
2 [REDACTED]	Director of Licensing Project, Nuclear Division Projects
3 [REDACTED]	Manager, Project Development
4 [REDACTED]	Principal Engineer, Nuclear Division Projects

The signing bonuses in 2007 were:

Amount	Position
5 [REDACTED]	Director Licensing Project Nuclear
7 [REDACTED]	Engineering Supervisor Nuclear

FPL has reversed the [REDACTED] signing bonus and will be amortizing it monthly to the project over the commitment period. The [REDACTED] bonus will be reversed in July 2008 because of an internal transfer of the position in June 2008.

**EFFECT ON THE GENERAL LEDGER:** This finding is for informational purposes only.

**EFFECT ON THE FILING:** This finding is for informational purposes only.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It is essential to ensure that all entries are supported by appropriate documentation and receipts.

3. Regular audits should be conducted to verify the accuracy of the records and to identify any discrepancies.

Alstom, FPL management selected Siemens as the turbine-generator vendor for the uprates. FPL has since provided a binder payment to secure a long-lead manufacturing slot with Siemens, and was negotiating a final contract as of May 2008.

Siemens was the sole-source vendor for the initial engineering study of the turbine generator replacement evaluation, development of preliminary heat balances, and analysis of the turbine generator components and upgrades for the St. Lucie and Turkey Point units. Siemens received two lump sum contracts reserving the manufacturing slots for one generator rotor forging for the Turkey Point Unit 3 main generator rotor and for four low pressure rotors for the St. Lucie uprate. FPL states that Siemens was not truly a sole sourced vendor because it was selected as turbine generator supplier after FPL reviewed other potential Request For Proposals.

FPL appears to have followed its contractor selection procedures. Given the unique challenges and circumstances of the nuclear industry, FPL's use of sole source selections for the uprate project to date is in keeping with reasonable business practices.

**CONFIDENTIAL**

Is an appropriate set of internal controls for contractor management and evaluation in place for the uprate project?

FPL procedures provide for basic contractor oversight by the BPU Site Project Manager, the site Technical Representative, and Contract Coordinators who administer site services. These functions coordinate contractor reviews of performance while contractors are on the site working. Upon completion of the authorized work, the Site Technical Representative verifies the contractor has met all obligations and determines whether any outstanding contract deliverable issues exist. Technical Representatives also determines whether billed work was completed and what level of approval is needed for payment.

The BPU Site Project Manager will provide oversight of the contractor progress and project work performance while the contractor is on site. If schedule delays are anticipated due to contractor challenges, the BPU Site Project Manager attempts to resolve the contractor challenge on site. If necessary, the Site Project Manager will bring in the BPU Project Director to help resolve issues and involve executive management.

In addition to providing assistance with developing and administering contracts, FPL's Nuclear Sourcing and Integrated Supply Chain completes weekly updates to the Project Contract Log and reports updated contract status to FPL executives and Project Management. Nuclear Sourcing also completes annual vendor scorecards for a selected group of FPL's largest vendors. These scorecards provide an overall rating for system-wide vendor performance for the year across all areas of FPL operations. Performance is indicated using a color rating system of: green for good performance, yellow for questionable performance, and red for poor performance. The process is intended for FPL to identify vendor performance strengths and weaknesses and to use in discussions with vendor management when improvement is needed.

- 1 Audit staff noted that the 2007 scorecard for Siemens Corporation indicated a
- 2 combination of all three ratings. One "red" rating related to performance during an outage of

Turkey Point Unit 3 in the Fall of 2007. This incident was unrelated to the uprate project planned in future years. A delay in the planned outage was caused by a faulty hydrogen seal on the generator that also required replacement, in addition to the planned scope of work. FPL also observed in its response to staff that immediate corrective actions were taken to emphasize personal safety, and an improvement plan was jointly developed and implemented by FPL and Siemens. The company responded that senior management of both FPL and Siemens have met and worked to resolve these performance issues.

EPU Project Management indicated to audit staff that it would take aggressive steps to mitigate similar performance issues. Siemens is one of the few suppliers capable of providing the turbine equipment and services needed, and the only one evaluated by FPL that was able to meet the outage schedule for the uprate projects. FPL EPU Project Management also noted that this knowledge is helpful to management as they negotiate vendor contracts to include protection provisions. FPL noted that the need for close supervision of vendor performance, and early detection of schedule and cost related issues is understood by the EPU Project Management team.

FPL's approach to contractor oversight and evaluation appears to be appropriate to date. Proactive project management by FPL should require frequent communication and updates, demand contractor accountability, and challenge information provided by contractors.

**CONFIDENTIAL**

**Has FPL implemented appropriate protections from contractor cost overruns or poor performance on the uprate projects?**

To protect itself from substandard and contractor work, FPL maintains a qualified vendor list and evaluates contractor work after major projects. Documentation of contractor performance allows FPL to identify poor performance trends with contractors and provides a tool to use in correcting contractor performance or denying the contractor future work. The Quality Assurance function also reviews contractor performance for safety-related contracts, while the contractor is on site as discussed further in Section 2.5.

In addition to the contractor management and evaluation process previously discussed, FPL has structured its contracts and purchase orders to identify specific scope, deliverables, completion dates, terms of payment, operational terms and conditions, reports from the contractor, and work quality specifications. Standard contract terms include suspension/termination for cause or suspension/termination for convenience address the conditions under which a contractor's services may be suspended or terminated. Limit of Liability clauses specify the liability of the company and the contractor under specific conditions and situations. Contract clauses addressing changes to scope of work and schedule changes state the conditions under which changes to work scope will be accomplished. These and other FPL contract provisions help protect the company against contractor overruns and ensure that contractors perform work on time as specified.

Revised Exhibit C

**Company:** Florida Power and Light Company  
**Title:** Revised List of Confidential Documents  
Staff Testimony and Exhibits in Docket No. 080009-EI  
**Docket No.:** 100009-EI

Item	Description	No. of Pages	Conf. Y/N	Line No. Col. No.	Florida Statute 366.093 (3) Subsection	Affiant
1	Audit Control No. 08-065-4-1	1	Y	Page 1, Lines 1-2	(d), (e)	Bruce Beisler
2	Audit Control No. 08-087-4-1	2	Y	Page 1, Line 1 Page 2, Lines 1-10	(e)	Nelda Jacques
3	FPL Project Management Internal Controls For Nuclear Plant Uprate and Construction Projects	2	N			

# REVISED EXHIBIT D

DOCUMENT NUMBER-DATE

08271 OCT-19

FPSC-COMMISSION CLERK



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Power Plant )  
Cost Recovery Clause )

DOCKET NO. 100009-EI

STATE OF FLORIDA )

AFFIDAVIT OF BRUCE BEISLER

PALM BEACH COUNTY )

BEFORE ME, the undersigned authority, personally appeared Bruce Beisler who, being first duly sworn, deposes and says:

1. My name is Bruce Beisler. I am currently employed by Florida Power & Light Company ("FPL") as Project Manager - Nuclear. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C and the documents that are included in FPL's Revised Request for Confidential Classification of Information Contained in the Exhibits of Carl Vinson, Robert Fisher, and Kathy Welch, for which I am identified on Exhibit C as the affiant. The documents and materials that I have reviewed contain contractual data, the disclosure of which would impair the efforts of FPL to contract for goods and services on favorable terms. Additionally, these documents contain competitively sensitive information, the disclosure of which would impair FPL's competitive interests. Specifically, competitively sensitive pay rates for affiliate resources are included, which could be used by vendors in negotiations with FPL to FPL and its customers' detriment. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

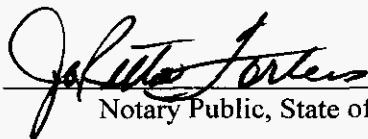
3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of not less than 18 months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Affiant says nothing further.

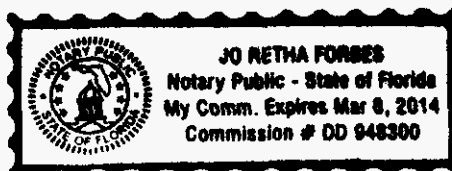


Bruce Beisler

SWORN TO AND SUBSCRIBED before me this 29<sup>th</sup> day of September 2010, by Bruce Beisler, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

  
Notary Public, State of Florida

My Commission Expires:



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Nuclear Power Plant )  
Cost Recovery Clause )

DOCKET NO. 100009

STATE OF FLORIDA )  
PALM BEACH COUNTY )

AFFIDAVIT OF NELDA JACQUES

BEFORE ME, the undersigned authority, personally appeared Nelda Jacques who, being first duly sworn, deposes and says:

1. My name is Nelda Jacques. I am currently employed by Florida Power & Light Company ("FPL") as Lead Professional, Construction. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C and the documents that are included in FPL's Revised Request for Confidential Classification of Information Contained in the Exhibits of Carl Vinson, Robert Fisher, and Kathy Welch, for which I am identified on Exhibit C as the affiant. The documents and materials that I have reviewed contain competitively sensitive information, the disclosure of which would impair FPL's competitive interests. Specifically, competitively sensitive pay rates for affiliate resources are included, which could be used by vendors in negotiations with FPL to FPL and its customers' detriment. Additionally, these materials contain competitively sensitive information related to certain employees' compensation. Public disclosure of compensation information would enable competing employers to meet or beat the compensation offered by FPL, resulting in the loss of talented employees, or conversely, the need to increase the level of compensation already paid in order to retain these employees and attract new talent. The quality of service and the cost of service implications would be detrimental to FPL and its customers. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of not less than 18 months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

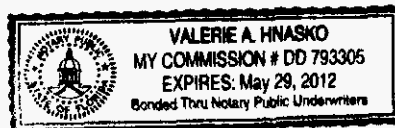
4. Affiant says nothing further.

*Nelda Jacques*  
\_\_\_\_\_  
Nelda Jacques

SWORN TO AND SUBSCRIBED before me this 27 day of September 2010, by Nelda Jacques, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

*Valerie A. Hnasko*  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires: 5/29/2012



State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLHASSEE, FLORIDA 32399-0850

Jessica Cano  
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Juno Beach FL 33408

**Re: Acknowledgement of Confidential Filing in Docket No. 100009-EI**

This will acknowledge receipt by the Florida Public Service Commission, Office of Commission Clerk, of a CONFIDENTIAL DOCUMENT filed on October 1, 2010, in the above-referenced docket.

Document Number 08272-10 has been assigned to this filing, which will be maintained in locked storage.

If you have any questions regarding this document, please contact Kim Peña, Records Management Assistant, at (850) 413-6393.