

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for approval of purchased power agreements between Gulf Power Company and Coral Power, L.L.C., and Gulf Power Company and Southern Power Company.

DOCKET NO. 060811-EI
ORDER NO. PSC-07-0179-CFO-EI
ISSUED: February 26, 2007

ORDER GRANTING GULF POWER COMPANY'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION
(DOCUMENT NOS. 11587-06 AND 11590-06)

On December 28, 2006, Gulf Power Company ("Gulf"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, filed a request for confidential classification for portions of its Contract for the Purchase of Firm Capacity and Energy Between Gulf and Southern Power Company, dated October 19, 2006 (Document No. 11587-06). On the same date, Gulf also filed a request for confidential classification for portions of its Contract for the Purchase of Firm Capacity and Energy Between Gulf and Coral Power L.L.C., dated October 19, 2006 (Document No. 11590-06). The two documents consist of purchased power agreements with two independent power producers ("IPP"), Southern Power Company and Coral Power, L.L.C., respectively.

Section 366.093(1), Florida Statutes, provides that "any records received by the commission which are shown and found by the commission to be proprietary confidential business information shall be kept confidential and shall be exempt from [the Public Records Act]." Section 366.093(3), Florida Statutes, defines proprietary confidential business information as information that is intended to be and is treated by the company as private, in that disclosure of the information would cause harm to the company's ratepayers or business operations, and has not been voluntarily disclosed to the public. Section 366.093(3), Florida Statutes, provides that proprietary confidential business information includes, but is not limited to "trade secrets" (subsection a); "[i]nformation 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" (subsection d); and "[i]nformation relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information" (subsection e).

Gulf contends that the contractual data contained in portions of these purchased power agreements fall within these categories and thus constitute proprietary confidential business information entitled to protection under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code. The confidential data consists of detailed contractual terms, bid information, trade secrets, and cost information, which is proprietary business information between Gulf and the IPPs. Gulf states that it solicits contracts for the provision of electricity with market participants who submit proposals into its Request For Proposal ("RFP"), the disclosure of which would impair Gulf's ability to obtain competitive proposals in future RFPs. According to Gulf, this contractual data is not made public because disclosure would give other

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market participants a competitive advantage and would prevent Gulf from procuring contracts for energy that would secure the best price and terms for Gulf and its ratepayers. Gulf asserts that the contractual arrangements between Gulf and the IPPs are considered trade secrets, particularly the unit performance information, and are intended to be and is treated by Gulf as private and have not been publicly disclosed.

The Commission has previously granted confidential classification for contractual data in purchased power contracts. By Order No. PSC-94-1224-CFO-EI, issued October 6, 1994, in Docket No. 940001-EI, the Commission granted confidential treatment to portions of the facility purchase agreements regarding firm capacity and energy between Florida Power & Light Company ("FPL") and Royster Company and between FPL and Florida Crushed Stone Company, finding that the disclosure of which "...could impair FPL's ability to negotiate favorable concessions in future [qualified facility] QF contracts." Similarly, by Order No. PSC-98-0540-CFO-EI, issued April 20, 1998, in Docket No. 980001-EI, the Commission granted confidential treatment to portions of FPL's Capacity Cost Recovery Audit, finding that the contractual pricing and data information was proprietary confidential business information, the disclosure of which would impair FPL's competitive business.

Gulf requests that the following information, which is held by Southern Power Company, be granted confidential classification:

Document Title	Page Number	Line Description	Justification for Document No. 11587-06: SOUTHERN POWER COMPANY
Contract	9	Lines 22-23	This information is a trade secret to Southern. It is competitive information the disclosure of which would impair Southern's competitive interests. Gulf's disclosure of this information would impair Gulf's ability to negotiate other purchased power agreements containing confidential information.
Contract	21	Lines 8-11	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.
Contract	21	Line 14	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.

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Contract	21	Lines 20-21	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.
Contract	22	Line 1	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.
Contract	25	Lines 11-23	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.
Contract	26	Lines 1-5	This information is contractual information, the disclosure of which would impair not only Southern's ability to negotiate contracts, but also its competitive position.
Contract	64	Lines 4-5	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair not only Southern's but also Gulf's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.

Document Title	Page Number	Line Description	Justification for Document No. 11587-06: SOUTHERN POWER COMPANY
Contract	64	Lines 9-10	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.
Contract	64	Line 16	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.
Contract	66	Lines 2-3	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.

Document Title	Page Number	Line Description	Justification for Document No. 11587-06: SOUTHERN POWER COMPANY
Contract	66	Line 8	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.
Contract	94	Lines 12-13	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.
Contract	94	Lines 15-16	This information is a trade secret of Southern. It is also contractual information, the disclosure of which would impair Southern's ability to negotiate purchased power agreements. Both parties have agreed to treat it as confidential to protect Southern's competitive interests, and disclosure by Gulf would impair Gulf's ability to negotiate other agreements in the future that contained confidential information.

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Appendix A	4	Lines 4-9	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	2	Lines 8-9	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	2	Line 11	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	3	Lines 8-9	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information,

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			it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	3	Line 12	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	4	Lines 3-21	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	6	Lines 4-5	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	6	Lines 6-8	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information,

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			it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	6	Lines 9-11	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	8	Lines 25-26	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	8	Lines 27-29	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Line 10	This information is a highly sensitive RFP proposal term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information,

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			it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Line 18	This information is a highly sensitive RFP proposal term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix L	1	Lines 22-23	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix L	1	Line 25	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Southern as well as highly sensitive commercial information, the disclosure of which would impair Southern's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.

Gulf also requests that the following information, which is held by Coral Power Company L.L.C., be granted confidential classification:

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Contract	1	Line 10	This information is a trade secret to Tejas and the Facility Owner, and Coral is under an obligation not to disclose this information. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate other purchased power agreements containing similar sensitive information.
Contract	11	Lines 10-11	This information is a trade secret to Coral and the Facility Owner with whom Coral has a contractual obligation not to disclose. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate other purchased power agreements containing similar sensitive information.
Contract	11	Line 15	This information is a trade secret to Coral and the Facility Owner. Coral has a contractual obligation not to disclose this information. Moreover, Coral's disclosure would impair its ability to contract for sales of power on favorable terms. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate other purchased power agreements containing similar sensitive information.
Contract	21	Line 20	This is contractual information the disclosure of which would impair Coral's ability to negotiate contracts in the future. This is competitively sensitive information to Coral. Gulf's disclosure of this contractual information would also impair Gulf's ability to negotiate contracts in the future.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Contract	21	Lines 21-22	This is contractual information the disclosure of which would impair Coral's ability to negotiate contracts in the future. This is competitively sensitive information to Coral. Gulf's disclosure of this contractual information would also impair Gulf's ability to negotiate contracts in the future.
Contract	30	Lines 20-23	This information is a trade secret to the Facility Owner, a party with which Coral has a contract. Coral has a contractual obligation not to disclose this information. Disclosure of this information would injure both Coral's and the Facility Owner's competitive interests. It would also impair Gulf's ability to negotiate and enter into other contracts with other vendors when such contracts require the inclusion of trade secrets and other competitive information.
Contract	38	Lines 11-22	This is a contractual term the disclosure of which would impair Gulf's future ability to negotiate contracts. It reflects a term in the contract between Coral and the Facility Owner, and Coral is under a contractual obligation to treat that term as confidential.
Contract	65	Line 18	This is a negotiated contract term the disclosure of which would impair Gulf's ability to negotiate contracts in the future. It would also reveal a competitive interest of Coral.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Contract	70	Lines 8-23	This is a negotiated contract term the disclosure of which would impair Gulf's ability to negotiate contracts in the future. It would also reveal a competitive interest of Coral and a Coral affiliate with whom Coral has an agreement.
Contract	71	Lines 1-22 (entire page)	This is a negotiated contract term the disclosure of which would impair Gulf's ability to negotiate contracts in the future. It would also reveal a competitive interest of Coral and a Coral affiliate with whom Coral has an agreement.
Contract	73	Lines 8-11	This is a negotiated contract term the disclosure of which would impair Gulf's ability to negotiate contracts in the future. It would also reveal a competitive interest of Coral and a Coral affiliate with whom Coral has an agreement. This provision includes trade secrets for Coral and Coral counterparties.
Contract	74	Lines 12-14	This is a negotiated contract term the disclosure of which would impair Gulf's ability to negotiate contracts in the future. It would also reveal a competitive interest of Coral and a Coral affiliate with whom Coral has an agreement. This provision includes trade secrets for Coral and Coral counterparties.
Contract	74	Lines 19-23	This information contains trade secrets to a Coral counterparty, and Coral is under a contractual obligation not to disclose such information and to treat it as confidential. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate agreements in the future.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Contract	77	Line 5	This information is a trade secret to the Facility Owner, which is a counterparty to an agreement with Coral. Coral is obligated not to disclose this information. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate agreements in the future.
Contract	77	Line 15	This information is a trade secret to the Facility Owner, which is a counterparty to an agreement with Coral. Coral is obligated not to disclose this information. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate agreements in the future.
Contract	84	Line 2	This information is a trade secret to the Facility Owner, which is a counterparty to an agreement with Coral. Coral is obligated not to disclose this information. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate agreements in the future.
Contract	114	Lines 11-12	This is a negotiated contractual term that is commercially sensitive to Gulf, Coral and the Facility Owner. The disclosure of this information would impair Gulf's ability to negotiate agreements in the future.
Contract	114	Line 15	This is a negotiated contractual term that is commercially sensitive to Gulf, Coral and the Facility Owner. The disclosure of this information would impair Gulf's ability to negotiate agreements in the future.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Contract	115	Line 3	This is a negotiated contractual term that is commercially sensitive to Gulf and Coral. The disclosure of this information would impair Gulf's ability to negotiate agreements in the future.
Appendix A	4	Lines 4-9	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	2	Lines 19-20	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	2	Line 22	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix B	3	Lines 16-17	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	3	Line 20	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	4	Lines 8-21	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix B	9	Lines 20-21	This information is a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix B	10	Lines 26-27	This information is a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Lines 6-7	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Lines 9-10	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Line 15	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix J	1	Lines 22-23	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	1	Line 28	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	2	Lines 4-5	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix J	2	Line 9	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix L	1	Lines 22-23	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix L	1	Line 25	This information is a highly sensitive RFP pricing term as well as a highly sensitive contract term. It is a trade secret to Coral as well as highly sensitive commercial information, the disclosure of which would impair Coral's competitive position. If Gulf were to disclose this information, it would impair Gulf's ability to negotiate purchased power contracts.
Appendix M	2	Lines 1-24	This information is a trade secret to Coral and the Facility Owner. It is competitively sensitive information to Coral, the disclosure of which would impair Coral's competitive business interests. If Gulf were to disclose this contractual information, Gulf's ability to negotiate purchased power agreements containing technical specifications would be impaired.
Appendix M	3	Lines 1-5, 8-9, 11-13, 16, 18, 19-37, 38-72	This information is a trade secret to Coral and the Facility Owner. It is competitively sensitive information to Coral, the disclosure of which would impair Coral's competitive business interests. If Gulf were to disclose this contractual information, Gulf's ability to negotiate purchased power agreements containing technical specifications would be impaired.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix M	4	Lines 1-85	This information is a trade secret to Coral and the Facility Owner. It is competitively sensitive information to Coral, the disclosure of which would impair Coral's competitive business interests. If Gulf were to disclose this contractual information, Gulf's ability to negotiate purchased power agreements containing technical specifications would be impaired.
Appendix M	5	Lines 1-17, 19, 21, 35, 40, 49	This information is a trade secret to Coral and the Facility Owner. It is competitively sensitive information to Coral, the disclosure of which would impair Coral's competitive business interests. If Gulf were to disclose this contractual information, Gulf's ability to negotiate purchased power agreements containing technical specifications would be impaired.
Appendix M	6	Lines 1-26	This information is a trade secret to Coral and the Facility Owner. It is competitively sensitive information to Coral, the disclosure of which would impair Coral's competitive business interests. If Gulf were to disclose this contractual information, Gulf's ability to negotiate purchased power agreements containing technical specifications would be impaired.

Document Title	Page Number	Line Description	Justification for Document No. 11590-06: CORAL POWER COMPANY L.L.C.
Appendix N	1	Lines 6-11, 15-25	These lines list agreements between Coral and other entities regarding the operation, management and maintenance of the generating facility from which power will be supplied to Gulf. This is information relating to the competitive interests of Coral which, if disclosed, would impair Coral's competitive business interests. They were provided by Coral to Gulf for due diligence review. They are treated as confidential by Coral, and both Coral and Gulf are under contractual obligations not to disclose these agreements. If Gulf were to disclose this contractual information, it would impair Gulf's ability to negotiate purchased power agreements in the future.

Upon review, it appears that the information contained in the purchased power agreements described above satisfies the criteria set forth in Section 366.093(3), Florida Statutes, for the reasons mentioned above, thus, this information should be classified as proprietary confidential business information and shall be treated as confidential. The information constitutes "trade secrets" or "[i]nformation 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" or "[i]nformation relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information." Thus, this information is granted confidential classification.

Section 366.093(4), Florida Statutes, provides that any finding by the Commission that records contain proprietary confidential business information shall be effective for a period not to exceed 18 months, absent good cause shown. Accordingly, the information identified in Document Nos. 11587-06 and 11590-06 shall be granted confidential classification for a period of 18 months from the issuance of this Order. At the conclusion of the 18 month period, the confidential information will no longer be exempt from Section 119.07(1), Florida Statutes, unless Gulf or another affected person shows, and the Commission finds, that the records continue to contain proprietary confidential business information.


Based on the foregoing, it is

ORDERED by Chairman Lisa Polak Edgar, as Presiding Officer, that Gulf Power Company's Request for Confidential Classification of Document Nos. 11587-06 and 11590-06 is granted. It is further

ORDERED that the information in Document Nos. 11587-06 and 11590-06 for which confidential classification has been granted shall remain protected from disclosure for a period of 18 months from the date of issuance of this order. It is further

ORDERED that this Order shall be the only notification by the Commission to the parties of the date of declassification of the materials discussed herein.

By ORDER of Chairman Lisa Polak Edgar, as Presiding Officer, this 26th day of February, 2007.



LISA POLAK EDGAR
Chairman and Presiding Officer

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MCB/pz

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), 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.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

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 25-22.0376, Florida Administrative Code; or (2) 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 the Commission Clerk and Administrative Services, 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.