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COMMISSION  
CLERK

Writer's Direct Dial Number: (850) 521-1706  
Writer's E-Mail Address: bkeating@gunster.com

July 25, 2013

**HAND DELIVERY**

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850


**Re: Docket No. 130004-GU – Natural Gas Conservation Cost Recovery Clause**

Dear Ms. Cole:

Enclosed for filing, please find the original and 7 copies of Florida City Gas's Request for Confidential Classification of certain information contained in Commission Staff's audit workpapers associated with Audit No. 13-004-4-2. Included with this Request are one highlighted and two redacted copies of the subject information in accordance with Rule 25-22.006, F.A.C.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,

  
Beth Keating  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706

COM \_\_\_\_\_  
AFD \_\_\_\_\_  
APA \_\_\_\_\_  
BCO 4 \_\_\_\_\_  
BNG \_\_\_\_\_  
GCL \_\_\_\_\_  
IDM \_\_\_\_\_  
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MEK  
cc: Parties of Record

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Natural Gas Conservation    )  
Cost Recovery Clause.                )  
\_\_\_\_\_ )

Docket No. 130004-GU

Filed: July 25, 2013

**REQUEST FOR CONFIDENTIAL  
CLASSIFICATION**

Florida City Gas (“FCG” or “the Company”), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, hereby submits this Request for Confidential Classification for certain material that was provided to the Florida Public Service Commission (“Commission,” “PSC,” or “Staff”) in connection with FCG’s Natural Gas Conservation Clause (“CCR”) Audit for the year ended December 31, 2012 (Audit No. 13-004-4-2). In support of this Request, FCG states as follows:

1. The highlighted information in the referenced audit workpapers includes contract terms and related invoices, which FCG is required to maintain as confidential in accordance with the subject contracts. More specifically, the contracts are with the Georgia Tech Research Corporation and with Resource Solutions. The Georgia Tech contract pertains to development of a new natural gas application with the context of FCG’s approved Research and Development conservation program. FCG contracts with Resource Solutions for management of its conservation programs. Public disclosure of the specific terms and invoices associated with these contracts would not only breach the terms of the referenced agreements, but would impair FCG’s ability to contract for similar services in the future at reasonable terms and rates. Therefore, this information meets the definition of “proprietary confidential business information” as set forth in Section 366.093(3), Florida Statutes, which provides:

(3) Proprietary confidential business information means information, regardless of form or characteristics, which is owned or controlled by the

person or company, is intended to be and is treated by the person or company as private in that the disclosure of the information would cause harm to the ratepayers or the person's or company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public. Proprietary confidential business information includes, but is not limited to:

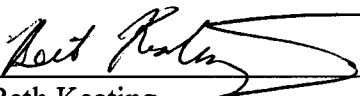
- (a) Trade secrets.
- (b) Internal auditing controls and reports of internal auditors.
- (c) Security measures, systems, or procedures.
- (d) Information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms.

The audit workpapers contain information, which has been treated by FCG as private and has not been publicly disclosed. As such, the Company requests that the Commission protect the highlighted information included in the referenced Staff Audit workpapers.

2. Specifically, FCG seeks confidential treatment of specific information as set forth in Attachment A, which identifies with greater specificity the information for which confidential treatment is requested. Also included with this Request are one highlighted and two redacted copies of the subject documents in compliance with the Rule.

3. Pursuant to Section 366.093(4), Florida Statutes, and Rule 25-22.006(9), Florida Administrative Code, FCG requests that the information described above as proprietary confidential business information be protected from disclosure for an additional period of at least 18 months and asks that all information be returned to the Company as soon as the information is no longer necessary for the Commission to conduct its business.

RESPECTFULLY SUBMITTED this 25th day of July, 2013.


  
Beth Keating  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706

*Attorneys for Florida City Gas*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of FCG's Request for Confidential Classification, along with redacted copies of the referenced information, has been furnished by regular U.S. Mail to the following parties of record this 25th day of July, 2013:

Florida Public Utilities Company Cheryl Martin 1641 Worthington Road, Suite 220 West Palm Beach, FL 33409-6703	MacFarlane Ferguson Law Firm Ansley Watson, Jr. P.O. Box 1531 Tampa, FL 33601-1531
Messer Law Firm Norman H. Horton, Jr. P.O. Box 15579 Tallahassee, FL 32317	Office of Public Counsel J.R. Kelly/Patricia Christensen c/o The Florida Legislature 111 West Madison Street Room 812 Tallahassee, FL 32399-1400
Peoples Gas System Paula Brown Kandi Floyd P.O. Box 111 Tampa, FL 33601-0111	St. Joe Natural Gas Company, Inc. Mr. Stuart L. Shoaf P.O. Box 549 Port St. Joe, FL 32457-0549
Sebring Gas System, Inc. Jerry H. Melendy, Jr. 3515 U.S. Highway 27 South Sebring, FL 33870	AGL Resources Inc. Elizabeth Wade/Brian Sulmonetti Ten Peachtree Place Location 1470 Atlanta, GA 30309
Florida City Gas Carolyn Bermudez 933 East 25 <sup>th</sup> Street Hialeah, FL 33013-3498-	Kelley Corbari/Lee Eng Tan Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399
Florida Division of Chesapeake Utilities Corporation Cheryl Martin 1641 Worthington Road, Suite 220 West Palm Beach, FL 33409-6703	

  
\_\_\_\_\_  
Beth Keating  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
(850) 521-1706

JUSTIFICATION MATRIX

<b>Document</b>	<b>Page</b>	<b>Column/Line</b>	<b>Rationale</b>
<p>Workpaper 43-1/6 p. 2 (Georgia Tech Invoice)</p>	<p>43-1/6, p. 2 (one page)</p>	<p>Highlighted Invoicing, Accounting and Billing Information in right hand column; information in "Invoice Date" Column, line item descriptions in "Description" Column, all amounts in "Cumulative Amount" and "Current Amount" Columns, except Total.</p>	<p>Information on this invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, page 3.</p>	<p>Highlighted amounts in "Funded Amount" line and "Contract Value" line; highlighted information in "Pay Group" column, "Name" column, and "Dept" column; as well as highlighted amounts in "Earnings" column, "Fringe" column,</p>	<p>Information on this Budget Report supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential.</p>

Document	Page	Column/Line	Rationale
		and "Tuition" column.	Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, pages 4 and 5.	Highlighted amounts in "Funded Amount" line and "Contract Value" line; highlighted amounts in auditor notes; all highlighted information and amounts, including auditor notes, for all columns in chart "S40 Materials and Supplies."	Information on this Expense and Budget Report supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement,

Document	Page	Column/Line	Rationale
			thereby impairing further performance in regards to this project.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, pages 6 and 7.	Numbers in "Charge Number," "Job," "Labor," Mat/Svc," and "Total" columns	Information on this P O Summary Report supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, pages 8 and 9.	Highlighted amounts regarding "Invoice" and "Invoice Date"; information and amounts in all lines for Columns "Line", "Description", "Catalog #", "Unit", "Unit Price," "QTY,"	Information on this Grainger Invoice supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that



Document	Page	Column/Line	Rationale
		<p>and "Ext Price", as well as highlighted amounts in subtotals, taxes, shipping, handling, discounts and total amount.</p>	<p>contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, page 10.</p>	<p>Highlighted information in all lines of "Description" column and all lines of "Amount" column, as well as highlighted information reflecting payments and balance</p>	<p>Information on this ATT, Inc. Invoice supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's</p>

Document	Page	Column/Line	Rationale
			<p>obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, page 11.</p>	<p>Highlighted amounts regarding "Purchase Order," "Paid", "Invoice" and "Invoice Date"; all highlighted information regarding billing, payment, and credit card information, and information and amounts in all lines for Columns "Line", "Description", "Ordered", "Shipped", "Balance," "Unit Price," and "Total", as well as highlighted amounts in subtotals, taxes, shipping, handling, discounts, shipping, and total amount.</p>	<p>Information on this McMaster-Carr receipt supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, page 12.</p>	<p>Highlighted FedEx Online billing information in column "Recipient Information"</p>	<p>Information on this Fed Ex receipt supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech,</p>

Document	Page	Column/Line	Rationale
			<p>which the Company, by the terms of that contract is required to maintain as confidential.</p> <p>Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, page 13.</p>	<p>Highlighted amounts regarding "Item Number," "Description", "Unit Price" and "Extended Price"; all highlighted information regarding customer name, number, billing, payment, and credit card information, and amounts in all lines for Columns "Line", "Description", "Ordered", "Shipped", "Balance," "Unit Price," and "Total", as well as</p>	<p>Information on this ULine receipt supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential.</p> <p>Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a</p>

Document	Page	Column/Line	Rationale
		<p>highlighted amounts in subtotals, taxes, shipping, handling, discounts, shipping, and total amount.</p>	<p>breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Invoice Back-up Documentation</p>	<p>Workpapers 43-1/6, pages 14 and 15.</p>	<p>Highlighted amounts regarding "Purchase Order," "Paid", "Invoice" and "Invoice Date"; all highlighted information regarding billing, payment, and credit card information, and information and amounts in all lines for Columns "Line", "Description", "Ordered", "Shipped", "Balance," "Unit Price," and "Total", as well as highlighted amounts in subtotals, taxes, shipping, handling, discounts, shipping, and total amount. Also, on p. 15, highlighted information in columns "Packing List," "Shipped," "Weight," and "Carrier"</p>	<p>Information on this McMaster-Carr receipt supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech, which the Company, by the terms of that contract is required to maintain as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Contract</p>	<p>Workpapers 43-1/6-1, pages 1 through 8.</p>	<p>All highlighted information in contract</p>	<p>As stated herein, the terms and conditions of the referenced contract with Georgia Tech</p>

Document	Page	Column/Line	Rationale
			<p>are, by the terms of that contract, to be treated as confidential by the Parties. FCG is required to maintain all of this information as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Georgia Tech Contract</p>	<p>Workpapers 43-1/6-1/1, pages 1 through 8.</p>	<p>All highlighted information in proposal for contract</p>	<p>As stated herein, the terms and conditions of the referenced contract with Georgia Tech are, by the terms of that contract, to be treated as confidential by the Parties. FCG is required to maintain all of this information as confidential. Disclosure of this information would impair FCG's ability in the future to</p>

Document	Page	Column/Line	Rationale
			<p>contract for goods and services with providers, including Georgia Tech and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this project.</p>
<p>Resource Solutions Contract</p>	<p>Workpapers 43-17-1, pages 1 through 13.</p>	<p>All highlighted information in contract</p>	<p>As stated herein, the terms and conditions of the referenced contract with Resource Solutions are, by the terms of that contract, to be treated as confidential by the Parties. FCG is required to maintain all of this information as confidential. Disclosure of this information would impair FCG's ability in the future to contract for goods and services with providers, including Resource Solutions and could be deemed a breach of the Company's obligations under the agreement, thereby impairing further performance in regards to this</p>

<b>Document</b>	<b>Page</b>	<b>Column/Line</b>	<b>Rationale</b>
			project.





**Project Expense and Budget Report**

Date/Time: 12/20/2012 10:31:40 AM Database: Production User ID: GCAMPOPIANO3

[Click here to open the SPD details as an MS Excel file.](#)

Date: 12/20/2012 10:31:42 AM

**Georgia Institute of Technology  
PROJECT EXPENSE AND BUDGET REPORT  
Sponsored SPD Details  
Setid =  
11/21/2012**

**Principal Investigator:** Garimella, Srinivas  
**Sponsor:** AGL RESOURCES PRIVATE FOUNDATION INC/ATLANTA, GA  
**Award Number:** TBD  
**Start Date:** 10/20/2011  
**End Date:** 04/20/2013  
**F&A Rate:** See Detail Project  
**Funded Amount:** ██████████  
**Incremental Date:** n/a  
**Title:** MICROSCALE ABSORPTION COOLING SYSTEM DEVELOPMENT  
**Fund Status:** Active

**Project ID:** N/A  
**Award Fund/GL Fund:** RC412/RC412  
**Department:** Mechanical Engineering  
**Billing Group:** GTRC  
**Accountant:** Campoplano, Glenn Richard  
**F&A Base:** See Detail Project  
**Cost Share Obligation:** \$0.00  
**Contract Value:** ██████████  
**Contract Cost Type:** Cost Plus No Fee  
**Closeout Status:**

Pay End Date	Pay Group	Name	Dept	Earnings	Fringe	Tuition
11/30/2012	██████	████████████████████	████████████████████	██████	██████	██████
11/30/2012	██████	████████████████████	████████████████████	██████	██████	██████
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2506G11-2501301085

Georgia Tech Research Institute  
Machine Services

PO Summary

Work Date from Nov 1, 2012 to Nov 30, 2012

Customer:

Contact:

Charge Number	Job	Labor	Mat/Svc	Total
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

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Grainger Inc  
 100 Grainger Parkway  
 Lake Forest, IL 60045-5201  
 United States  
 Phone: +1 (877) 202-2592  
 Fax: +1 (877) 202-2587  
 eMail: eprocustomer@grainger.com  
 Ven #: 000000110



**BILL TO**  
 Georgia Tech  
 Accounts Payable  
 711 Marietta Street, NW  
 Atlanta, GA 30318  
 United States

**REMIT TO**  
 Grainger Inc  
 Dept 052  
 Palatine, IL 60038-0001  
 United States

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

PO #	VOUCHER #	DUE DATE	PURCH BUS UNIT	ORDERED BY
2500102225	Q0094934	12/13/2012	250 250	Regina Neequaye

Number of Line Items: 5

LINE	DESCRIPTION	CATALOG #	UNIT	UNIT PRICE	QTY	EXT PRICE
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

43-1 Pg 6







**McMASTER-CARR.**

404-346-7000  
404-349-9091 (fax)  
atl.sales@mcmaster.com



[Redacted form box containing multiple lines of obscured text]

Billed to  
ATTENTION: REGINA NEEQUAYE  
GEORGIA INSTITUTE OF TECHNOLOGY  
711 MARIETTA ST NW  
ATLANTA \* GA 30318-5725

Shipped to

[Redacted shipping address lines]

[Redacted shipping address lines]

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*250151790*  
*2506611*  
*Overmellor*

*43-1*  
*1* *P11*



FedEx Billing Online

Tracking ID Details

[Back](#)

Tracking ID Summary

[Help Hide](#)

Billing Information

Messages

Tracking ID [< Prev](#) 801708305649 [Next >](#)  
 no.  
 Invoice no. 4-186-38554  
 Account no. 3233-1233-8  
 Bill date 11/06/2012  
 Total Billed \$24.88  
 Status Paid CC

Distance Based Pricing, Zone 4  
 Fuel Surcharge - FedEx has applied a fuel [Read](#)  
 surcharg [More..](#)

[View Tracking ID History](#)

[View Signature Proof of Delivery](#)

Transaction Details

[Help Hide](#)

Sender Information

Recipient Information

STAEDTER/GARIMELLA  
 GA TECH-MECH ENGINEERING SCH  
 801 FERST DR NW  
 ATLANTA GA 30332-0001  
 US

[REDACTED]  
 [REDACTED]  
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 [REDACTED]  
 [REDACTED]

Shipment Details

Ship date 11/06/2012  
 Payment type Shipper  
 Service type FedEx Express Saver  
 Zone 04  
 Package type Customer Packaging  
 Pieces 1  
 Weight 36.0 lbs  
 Rated method 000  
 Meter no.  
 Declared value \$500.00

Transportation Charge	19.48
Declared Value Charge	2.67
Fuel Surcharge	2.73
Weekday Delivery	0.00
Direct Signature	0.00
Total charges	<u>\$24.88</u>

pv

Original Reference

Customer reference no. NO REFERENCE INFORMATION  
 Department no.  
 RMA no.  
 Reference #2  
 Reference #3

Proof of Delivery

Delivery date 11/08/2012 12:48  
 Service area code A1

43-1  
6 P12



1-800-295-5510

uline.com

2200 S. Lakeside Drive • Waukegan, IL 60085

INVOICE NO.

47375082

INVOICE

ULINE FED ID#: 36-3684738

SHIPPING SUPPLY SPECIALISTS

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2012

YOUR ORDER # 50937549

SOLD TO:

SHIP TO:

MDG2010 00012179 1 AT 0374



GEORGIA INSTITUTE OF TECHNOLOG  
801 FERST DR, MRDC ROOM 320  
MECHANICAL ENGINEERING  
ATLANTA GA 30332-0001

GEORGIA INSTITUTE OF TECHNOLOG  
505 TECH WAY NW  
ATTN MARCEL STAEDTER  
ATLANTA GA 30318-6919

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP V.	ORDER DATE	DATE SHIPPED	TERMS	VOID DATE
8085414	REGINA	UPS GROUND	11/08/12	11/08/12	VISA	11/06/12
ORDER NO.	QUANTITY	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE

YOUR

SUB-TOTAL	SALES TAX	FRT/HNDLING	AMOUNT DUE
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PLEASE PAY FROM	CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	VOID DATE
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43-1  
6 P.13

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255131790  
2556611

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		Pack		Per Pack	

[Redacted] (P4)

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43-1 P15  
6

(CONFIDENTIAL)

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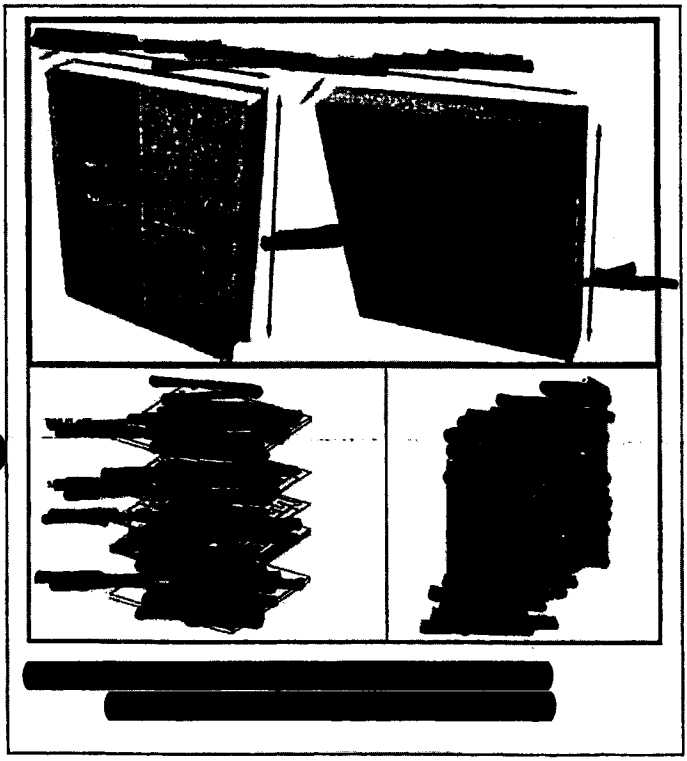


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Amendment No. 1 to SOW

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Amendment No. 1 to SOW

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Amendment No. 1 to SOW

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Amendment No. 1 to SOW.

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7-1 P.11





Amendment No. 1 to SOW

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Pivotal Utility Holdings, Inc.  
d/b/a Florida City Gas

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