

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.

DOCKET NO. 060763-TL  
ORDER NO. PSC-07-0178-CFO-TL  
ISSUED: February 23, 2007

ORDER GRANTING REQUEST FOR CONFIDENTIAL CLASSIFICATION  
OF DOCUMENT NO. 00955-07

On January 30, 2007, Treviso Bay Development, LLC (Treviso Bay) filed a request for confidential classification. In its request, Treviso Bay seeks confidential classification of information contained in its response to Staff's first set of interrogatories and first request for production of documents. The information contains 1) proprietary agreements negotiated between Treviso Bay and Devcon Security Services for which disclosure would be adverse to the competitive business interests of Treviso Bay and Devcon Security Services, 2) Treviso Bay's projected construction schedule for which disclosure would be adverse to Treviso Bay's competitive business interests, and 3) certain economic terms of a potential marketing agreement with Embarq Florida, Inc.'s (Embarq), the disclosure of which would be adverse to Embarq's competitive interests. (Document No. 00955-07). Attachment A, attached hereto and incorporated herein, contains a detailed justification of the confidentiality of the information at issue. Treviso Bay states that disclosure of this information would be adverse to its competitive business interests as well as those of Embarq.

Florida law presumes that documents submitted to governmental agencies shall be public records. The only exceptions to this presumption are the specific statutory exemptions provided in the law and exemptions granted by governmental agencies pursuant to the specific terms of a statutory provision. This presumption is based on the concept that government should operate in the "sunshine." Rule 25-22.006 (4)(c), Florida Administrative Code, provides that it is the Company's burden to demonstrate that the documents fall into one of the statutory examples set out in Section 364.183, Florida Statutes, or to demonstrate that the information is proprietary confidential information, the disclosure of which will cause the Company or its ratepayers harm.

Section 364.183 (3), Florida Statutes, in pertinent part, provides:

The term "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.

DOCUMENT NUMBER - DATE

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Based on the definition of proprietary confidential business information in Section 364.183 (3), Florida Statutes, it appears that the material described herein is proprietary business information in accordance with Section 364.183, Florida Statutes, and Rule 25-22.006, Florida Administrative Code. Disclosure of this information could harm Treviso Bay's and Embarq's competitive interests. As such, Treviso Bay's Request for Confidential Classification of Document No. 00955-07 is hereby granted.

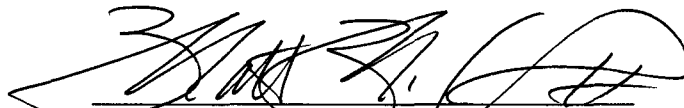
Based on the foregoing, it is

ORDERED by Commissioner Matthew M. Carter II, as Prehearing Officer, that Treviso Bay Florida Inc.'s Request for Confidential Classification of Document No. 00955-07, as set forth in Attachment A, which is attached and incorporated herein, is granted. It is further

ORDERED that pursuant to Section 364.183, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, any confidentiality granted to the documents specified herein shall expire eighteen (18) months from the date of issuance of this Order in the absence of a renewed request for confidentiality pursuant to Section 364.183. It is further

ORDERED that this Order will be the only notification by the Commission to the parties concerning the expiration of the confidentiality time period.

By ORDER of Commissioner Matthew M. Carter II, as Prehearing Officer, this 23rd day of February, 2007.

  
MATTHEW M. CARTER II  
Commissioner and Prehearing Officer

( S E A L )

JKF

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.

**ATTACHMENT A-TREVISO BAY'S THIRD REQUEST FOR  
CONFIDENTIAL CLASSIFICATION**

**Document Page & Line Numbers**

**Justification for Confidential Classification**

Master Monitoring Agreement between  
Treviso Bay and Devcon Security Services

Pages 1079-1080 & 1082

The redacted information reflects proprietary business information the competitively negotiated business arrangements between Treviso Bay and Devcon, the disclosure of which would be adverse to the competitive business interests of both Treviso Bay and Devcon.

Draft Agreements for Marketing Services

Pages 1126-1132, 1136-1146, 1153-1163,  
and 1174-1182

The redacted information reflects proprietary and restricted proprietary business information concerning Sprint's and Embarq's proposed marketing agreements, designated as restricted proprietary information by Sprint and Embarq. Accordingly, Treviso Bay believes that the disclosure of the subject information would be adverse to Embarq's competitive business interests.

Page 1147

The redacted information reflects proposed terms of a marketing agreement that was proposed to Treviso Bay by Sprint, the disclosure of which would be adverse to Embarq's competitive business interests.

Mutual Nondisclosure Agreement

Pages 1149-1150

The redacted information reflects a proposed form of nondisclosure agreement proffered by Sprint in connection with its proposed marketing agreement. The subject Mutual Nondisclosure Agreement is designated as "Sprint Proprietary Information," so Treviso Bay believes that the disclosure of the subject information would be adverse to Embarq's competitive business interests.

**Document Page & Line Numbers**

**Justification for Confidential Classification**

**E-mail between Treviso Bay and Sprint**

Page 1189

The redacted information reflects: (a) Treviso Bay's projected construction schedule, the disclosure of which would be adverse to Treviso Bay's competitive interests; and (b) a certain economic term of a proposal that was proffered to Treviso Bay by Sprint, the disclosure of which Treviso Bay believes would be adverse to Embarq's competitive interests.

**ATTACHMENT A-TREVISO BAY'S THIRD REQUEST FOR  
CONFIDENTIAL CLASSIFICATION**

**Document Page & Line Numbers**

**Justification for Confidential Classification**

**Master Monitoring Agreement between  
Treviso Bay and Devcon Security Services**

Pages 1079, lines 12, 18, 30, and 35; page 1080,  
lines 11, 31-32, 41, and 43-44; and page 1082,  
lines 5 and 8

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Pages 1126-1132, 1136-1146, 1153-1163,  
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and footers)

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Page 1147, lines 21-25, 27-28, and 31

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Page 1189, lines 14, 17-23, and 28

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