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December 1, 1997

IN REPLY REFER TO

Ansley Watson, Jr.
P O Box 1531
Tampa, Florida 33601

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 971320-GU -- Petition for order approving Tampa Electric Company d/b/a Peoples Gas System's methodology for cost allocation used in calculating multiple purchased gas adjustment factors
-- Request for Confidential Treatment

Dear Ms. Bayo:

We submit herewith on behalf of Peoples Gas System, a division of Tampa Electric Company, certain documents sought by the Commission Staff in the above docket pursuant to its First Request for Production of Documents served on October 22, 1997, and request **confidential treatment** of portions thereof. 12253-97

ACK _____ This request is made pursuant to Section 366.093, Florida Statutes, for the reasons detailed
AFA _____ in the document entitled "Peoples Gas System's Request for Confidential Treatment", the original
APP 1 and 5 copies of which are also enclosed herewith for filing. The sensitive information contained
CAF _____ in the enclosed documents has been highlighted in yellow. 12254-97

CMU _____ We enclose a high density computer diskette containing the enclosed request (WP5.1) as
CTR _____ required by the Commission's rules.

EAG _____ Finally, we enclose for filing 10 "public" copies of the documents identified above on
LEG _____ which the sensitive information has been blacked (or whited) out. 12255-97
LIN _____

OPC _____ Please acknowledge your receipt and filing of the enclosures by stamping the duplicate
RCH _____ copy of this letter which is enclosed and returning the same to the undersigned.

SEC 1 _____ Thank you for your assistance.
WA _____

DOCUMENT NUMBER-DATE

12253 DEC-25

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for order approving)
Tampa Electric Company d/b/a Peoples)
Gas System's methodology for cost)
allocation used in calculating multiple)
purchased gas adjustment factors.)
_____)

DOCKET NO. 971320-GU

Submitted for Filing:
12-2-97

**PEOPLES GAS SYSTEM'S REQUEST
FOR CONFIDENTIAL TREATMENT**

Pursuant to Section 366.093, Florida Statutes, Peoples Gas System, a division of Tampa Electric Company ("Peoples"), submits the following Request for Confidential Treatment of portions of certain documents requested by the Commission Staff pursuant to its First Request for Production of Documents served in the above docket on October 22, 1997 [consisting of (a) gas supply contracts which Peoples has entered into with its natural gas suppliers, and (b) documents Peoples has provided to its customers or potential customers that involve the offering of fixed gas prices] which are submitted for filing in the above docket concurrently herewith:

1. Attached hereto as Exhibit "A" is a detailed justification for the requested confidential treatment of the highlighted portions of the subject documents.
2. The material for which confidential classification is sought is intended to be and is treated by Peoples and its affiliates, by the gas suppliers, and by the involved customers and potential customers, as private and has not been disclosed.
3. Peoples requests that the information for which it seeks confidential

DOCUMENT NUMBER DATE

12253 DEC-25

FPSC-REG. DEPT. FORTING

classification not be declassified until June 2, 1999 (i.e., for a period of 18 months as provided in Section 366.093(4)). The time period requested is necessary to allow Peoples and/or its affiliated companies to negotiate future gas purchase contracts without their suppliers/competitors (and other customers) having access to information which would adversely affect the ability of Peoples and its affiliates (or Peoples customers and potential customers, as the case may be) to negotiate such future contracts on favorable terms. The period of time requested will ultimately protect Peoples and its customers.

WHEREFORE, Peoples submits the foregoing as its request for confidential treatment of the information identified in Exhibit "A".

Respectfully submitted,



Ansley Watson, Jr.
MACFARLANE FERGUSON & McMULLEN
P. O. Box 1531, Tampa, Florida 33601
(813) 273-4200
Attorneys for Peoples Gas System,
a division of Tampa Electric Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Request for Confidential Treatment, filed on behalf of Peoples Gas System, has been furnished by regular U.S.

Mail, to Jorge Cruz-Bustillo, Staff Counsel, Florida Public Service Commission, Capital Circle Office Center, 2450 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and the Office of Public Counsel, 812 Claude Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 1st day of December, 1997.

A handwritten signature in cursive script, reading "Ansley Watson, Jr.", written in black ink.

Ansley Watson, Jr.

DOCUMENT NO. 1 - FIRM PURCHASE/SALE AGREEMENT

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1)
1	Second	(2)
2	First	(2)
3	All Highlighted	(1), (2)
4	All Highlighted	(1), (2)
1 (App. "1")	First	(2)
1 (App. "1")	Second	(2)
1 (App. "1")	Third	(1)
4 (App. "1")	Line 2	(1)
4 (App. "1")	Column entitled "Contract Price"	(3)
4 (App. "1")	Column entitled "Daily Contract Quantity"	(4)
4 (App. "1")	Columns entitled "Primary Receipt Point(s)" and "Secondary Receipt Point(s)"	(5)
4 (App. "1")	Signature Block	(1), (2)
4 (App. "1")	Remaining Highlighted Portion	(5)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, collectively such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples

must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates at which Peoples purchased gas from its suppliers during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price (equal to or exceeding the highlighted prices), or by adhering to a rate offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at a price less than the prices highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (3)

(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas

transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

DOCUMENT NO. 2 - AMENDMENT TO FIRM PURCHASE/SALE AGREEMENT

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1)
1	Signature Block	(1), (2)

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DOCUMENT NO. 3 - GAS SALES AGREEMENT A

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
14	All Highlighted	(1), (2)
16	Signature Block	(1), (2)
App. A (Part I)	First Line	(1)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Part II)	First Line	(1)
App. A (Part II)	Information under "Primary Receipt Point"	(5)
App. A (Part II)	Information under "Daily Quantity"	(4)
App. A (Part II)	Information under "Price Options"	(3)
App. A (Part II)	Last Line	(2)
App. A (Part III)	Information under "Primary Receipt Point"	(5)
App. A (Part III)	Information under "Daily Quantity"	(4)
App. A (Part III)	Information under "Price Options"	(3)
App. A (Part III)	Last Line	(2)

DOCUMENT NO. 3 - GAS SALES AGREEMENT A (continued)

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
App. A (Part IV)	Information under "Primary Receipt Point"	(5)
App. A (Part IV)	Information under "Daily Quantity"	(4)
App. A (Part IV)	Information under "Price Options"	(3)
App. A (Part IV)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)
App. A (Att. 1)	Page 2 - All Highlighted	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section

366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (3).

(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(6) All highlighted information relates to certain of the pricing options under the contract. See Rationale (3) above.

DOCUMENT NO. 4 - GAS SALES AGREEMENT B

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
14	All Highlighted	(1), (2)
16	Signature Block	(1), (2)
App. A (Part I)	First Line	(1)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)
App. A (Att. 1)	Page 2 - All Highlighted	(6)

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Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (1).

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(6) All highlighted information relates to certain of the pricing options under the contract. See Rationale (3) above.

DOCUMENT NO. 5 - GAS SALES AGREEMENT C

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
14	All Highlighted	(1), (2)
16	Signature Block	(1), (2)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Part II)	Information under "Primary Receipt Point"	(5)
App. A (Part II)	Information under "Daily Quantity"	(4)
App. A (Part II)	Information under "Price Options"	(3)
App. A (Part II)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)
App. A (Att. 1)	Page 2 - All Highlighted	(6)

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(6) All highlighted information relates to certain of the pricing options under the contract. *See Rationale (3) above.*

DOCUMENT NO. 6 - GAS SALES AGREEMENT D

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
14	All Highlighted	(1), (2)
16	Signature Block	(1), (2)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)

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(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(6) All highlighted information relates to certain of the pricing options under the contract. *See* Rationale (3) above.

DOCUMENT NO. 7 - GAS SALES AGREEMENT E

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
14	All Highlighted	(1), (2)
App. A (Part I)	First Line	(1)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Part II)	First Line	(1)
App. A (Part II)	Information under "Primary Receipt Point"	(5)
App. A (Part II)	Information under "Daily Quantity"	(4)
App. A (Part II)	Information under "Price Options"	(3)
App. A (Part II)	Last Line	(2)
App. A (Part III)	First Line	(1)
App. A (Part III)	Information under "Primary Receipt Point"	(5)
App. A (Part III)	Information under "Daily Quantity"	(4)
App. A (Part III)	Information under "Price Options"	(3)
App. A (Part III)	Last Line	(2)

DOCUMENT NO. 7 - GAS SALES AGREEMENT E (continued)

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
App. A (Part IV)	First Line	(1)
App. A (Part IV)	Information under "Primary Receipt Point"	(5)
App. A (Part IV)	Information under "Daily Quantity"	(4)
App. A (Part IV)	Information under "Price Options"	(3)
App. A (Part IV)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)
App. A (Att. 1)	Page 2 - All Highlighted	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (3).

(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(6) All highlighted information relates to certain of the pricing options under the contract. See Rationale (3) above.

DOCUMENT NO. 8 - SWING SALES AGREEMENT

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	First	(1), (2)
3	First	(1), (2)
4	First	(7)
14	All Highlighted	(1), (2)
15	All Highlighted	(1), (2)
17	Signature Block	(1), (2)
App. A (Part I)	Information under "Primary Receipt Point"	(5)
App. A (Part I)	Information under "Daily Quantity"	(4)
App. A (Part I)	Information under "Price Options"	(3)
App. A (Part I)	Last Line	(2)
App. A (Part II)	Information under "Primary Receipt Point"	(5)
App. A (Part II)	Information under "Daily Quantity"	(4)
App. A (Part II)	Information under "Price Options"	(3)
App. A (Part II)	Last Line	(2)
App. A (Att. 1)	Page 1 - All Highlighted	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably

likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (3).

(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas

transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(6) All highlighted information relates to certain of the pricing options under the contract. *See Rationale (3) above.*

(7) The Swing Commodity Fee is an integral part of the pricing under this Swing Sales Agreement and is entitled to protection from disclosure as a part of the price. *See Rationale (3).*

DOCUMENT NO. 9 - GAS SALES CONTRACT

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
Cover Page	All Highlighted	(1)
1	All Highlighted	(1), (2)
3	All Highlighted	(4)
5	First	(1), (2)
5	Information under "Primary Point"	(5)
6	Information under "Secondary Points"	(5)
10	All Highlighted	(6)
11	All Highlighted	(3)
14	All Highlighted	(1), (2)
16	Signature Block	(1), (2)
16	All Highlighted	(1), (2)
A-1	First	(1)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). See Rationale (3).

(5) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(6) The highlighted information is a formula that relates to the pricing under the contract and is entitled to protection from disclosure. See Rationale (3) above.

DOCUMENT NO. 10 - GAS SALES AGREEMENT

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	Lines 2 and 3	(1), (2)
1	Paragraph 1	(1), (2)
2	All Highlighted	(1)
3	Line 2	(4)
3	Line 3	(1)
3	Lines 4 - 5	(3)
5	All Highlighted	(1)
6	All Highlighted	(4)
7 - 10	All Highlighted	(1)
11	Lines 2 and 4	(1)
11 - 13	Article VIII	(5)
13	Article IX - All Highlighted	(3)
14 - 19	Through Page 19, Paragraph 4	(1), (2)
19	Paragraph 1	(6)
21	All Highlighted	(6)
23	All Highlighted	(1), (2)
24	Signature Block	(1), (2)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would

provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under this contract. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationale (1).

(3) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(4) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationale (3).

(5) The provisions of Article VIII are an integral part of the pricing under this Gas Sales Agreement and are entitled to protection from disclosure as a part of the price. *See* Rationale (3).

(6) This reference would disclose the nature of the provisions of Article VIII and is therefore entitled to protection from disclosure. *See Rationale (3) and (5).*

DOCUMENT NO. 11 - GAS PURCHASE AGREEMENT A

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1 - 18	Footer on each page	(3)
1	All Highlighted	(1), (2), (3)
2	Paragraph 3.1	(5)
2 - 3	Paragraph 3.2 - All Highlighted	(7)
4	All Highlighted	(4)
12 - 13	All Highlighted	(8)
14	All Highlighted	(2), (3)
15	All Highlighted	(1), (3)
17	Signature Blocks	(1), (2), (3)
18	Title	(1), (2)
18	All Highlighted (except title)	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of the name of one of the suppliers of Peoples' supplier under the Gas Sales Agreement identified as Document No. 10. See Rationale (1).

(3) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under the agreement identified as Document No. 10, or of one of the suppliers under that agreement. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationales (1) and (2).

(4) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(5) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationale (4).

(6) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(7) The highlighted information in Paragraph 3.2 is an integral part of the pricing under this Gas Purchase Agreement and is entitled to protection from disclosure as a part of the price. See Rationale (4).

(8) Article XVII is an integral part of the pricing under this Gas Purchase Agreement and is entitled to protection from disclosure as a part of the price. See Rationale (4).

DOCUMENT NO. 12 - GAS PURCHASE AGREEMENT B

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1 - 14	Footer on each page	(3)
1	All Highlighted	(1), (2), (3)
2	Paragraph 3.1	(5)
2	Paragraph 3.2 - margin note	(5)
3	All Highlighted	(4)
9 - 10	All Highlighted	(7)
11	All Highlighted under "Seller"	(2), (3)
11	All Highlighted under "Buyer"	(1), (3)
12	All Highlighted	(1), (3)
13	Signature Blocks	(1), (2), (3)
14	Title	(1), (2)
14	All Highlighted (except title)	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of the name of one of the suppliers of Peoples' supplier under the Gas Sales Agreement identified as Document No. 10. See Rationale (1).

(3) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under the agreement identified as Document No. 10, or of one of the suppliers under that agreement. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationales (1) and (2).

(4) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(5) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See* Rationale (4).

(6) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(7) Article XVII is an integral part of the pricing under this Gas Purchase Agreement and is entitled to protection from disclosure as a part of the price. See Rationale (4).

DOCUMENT NO. 13 - GAS PURCHASE AGREEMENT C

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1 - 15	Footer on each page	(3)
1	All Highlighted	(1), (2), (3)
2	Paragraph 3.1	(5)
4	All Highlighted	(4)
10 - 11	All Highlighted	(7)
12	All Highlighted under "Seller"	(2), (3)
12	All Highlighted under "Buyer"	(1), (3)
13	All Highlighted	(1), (3)
14	Signature Blocks	(1), (2), (3)
15	Title	(1), (2)
15	All Highlighted (except title)	(6)

(1) The highlighted material consists of the name of Peoples' supplier under this contract. Publishing the name of Peoples' supplier would be detrimental to the interests of Peoples and its ratepayers since, in the case of this contract, it would identify to competitors a potential supplier. In the case of the contracts submitted herewith, such identification would provide competitors with a list of prospective suppliers, or permit a third party to interject itself as a middleman between Peoples and the supplier(s). In either case, the end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers. The names of Peoples suppliers, and information from which such suppliers might be identified, have been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(2) The highlighted material consists of the name of one of the suppliers of Peoples' supplier under the Gas Sales Agreement identified as Document No. 10. See Rationale (1).

(3) The highlighted material consists of a name, signature, term, address, phone or fax number, *etc.*, from which knowledgeable persons in the natural gas industry could determine the identity of Peoples' supplier under the agreement identified as Document No. 10, or of one of the suppliers under that agreement. In an effort to protect the names of its suppliers, Peoples has also tried to shield any related information (*e.g.*, addresses, phone and fax numbers, contact persons, logos, *etc.*) that once revealed would tend to indicate the identity of the gas supplier for which Peoples has requested confidential treatment. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See Rationales (1) and (2).*

(4) This information is contractual information which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. Disclosure of the rates, or the various options for determining the rates, at which Peoples purchases gas from its supplier during the term of this contract would give other competing suppliers information with which to potentially or actually control the pricing of gas, either by all quoting a particular price or method for determining the price, or by adhering to a rate, or methods for determining the rate, offered by a particular supplier. Such suppliers would be less likely to make any price concessions which they might have previously made, and could simply refuse to sell at prices less than those determined under the methods highlighted here. The end result is reasonably likely to be increased gas prices, and therefore an increased cost of gas which Peoples must recover from its ratepayers.

(5) Since Peoples seeks to protect from disclosure the specific rates at which purchases are made pursuant to this contract, it is also necessary to protect the volumes or amounts of the purchase which may be made under its agreements with its suppliers in order to prevent the use of such information to calculate the rates. Such volume information, coupled with information with respect to the total dollar amount of purchases (which is available from filings made monthly by Peoples in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause)) would permit knowledgeable suppliers to calculate at least the approximate rate at which purchases were made by Peoples. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause). *See Rationale (4).*

(6) Peoples seeks confidential treatment of the receipt points at which gas is received from its suppliers. Disclosure of this information would be detrimental to Peoples and its ratepayers because it would help illustrate Peoples' supply infrastructure. Disclosing the receipt points would give competitors information that would allow them to buy or sell capacity at those points. The resulting increase or decrease in available capacity would affect the cost of gas transportation for supply already secured. This type of information has been accorded specified confidential treatment on numerous occasions in connection with Peoples' monthly filings in Docket No. 970003-GU (Purchased Gas Adjustment (PGA) Clause).

(7) Article XVII is an integral part of the pricing under this Gas Purchase Agreement and is entitled to protection from disclosure as a part of the price. See Rationale (4).

DOCUMENT NO. 14 - LETTER PROPOSAL

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1 - 2	All Highlighted	See below

This letter, in its entirety, consists of a bid (including proposed contractual data) which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. The content of the letter also consists of competitive information which, if made public through disclosure, "would impair the competitive business of [Peoples]." Section 366.093(3)(e), Florida Statutes. Disclosure of this information -- which consists of the terms offered by Peoples to the involved customer in an effort to prevent the customer's bypass of Peoples' distribution system -- would damage Peoples in its ability to conclude negotiations with this customer on terms of service which are most favorable to Peoples and its ratepayers, and hamper the Company in its ability to negotiate with future customers who may be contemplating either the bypass of Peoples' distribution system or switching to a fuel other than natural gas. The end result is reasonably likely to be, at best, a reduction in revenues to Peoples and, at worst, a loss of the customer to another supplier or an alternate fuel.

DOCUMENT NO. 15 - TERM SHEET A

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	All Highlighted	See below

This term sheet, in its entirety, consists of a bid (including proposed contractual data) which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. The content of the term sheet also consists of competitive information which, if made public through disclosure, "would impair the competitive business of [Peoples]." Section 366.093(3)(e), Florida Statutes. Disclosure of this information -- which consists of the terms offered by Peoples to the involved customer in an effort to prevent the customer's bypass of Peoples' distribution system -- would damage Peoples in its ability to conclude negotiations with this customer on terms of service which are most favorable to Peoples and its ratepayers, and hamper the Company in its ability to negotiate with future customers who may be contemplating either the bypass of Peoples' distribution system or switching to a fuel other than natural gas. The end result is reasonably likely to be, at best, a reduction in revenues to Peoples and, at worst, a loss of the customer to another supplier or an alternate fuel.

DOCUMENT NO. 16 - TERM SHEET B

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	All Highlighted	See below

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DOCUMENT NO. 17 - TERM SHEET C

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	All Highlighted	See below

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DOCUMENT NO. 18 - TERM SHEET D

<u>PAGE</u>	<u>HIGHLIGHTED MATERIAL</u>	<u>RATIONALE(S)</u>
1	All Highlighted	See below

This term sheet, in its entirety, consists of a bid (including proposed contractual data) which, if made public, "would impair the efforts of [Peoples] to contract for goods or services on favorable terms." Section 366.093(3)(d), Florida Statutes. The content of the term sheet also consists of competitive information which, if made public through disclosure, "would impair the competitive business of [Peoples]." Section 366.093(3)(e), Florida Statutes. Disclosure of this information -- which consists of the terms offered by Peoples to the involved customer in an effort to prevent the customer's bypass of Peoples' distribution system -- would damage Peoples in its ability to conclude negotiations with this customer on terms of service which are most favorable to Peoples and its ratepayers, and hamper the Company in its ability to negotiate with future customers who may be contemplating either the bypass of Peoples' distribution system or switching to a fuel other than natural gas. The end result is reasonably likely to be, at best, a reduction in revenues to Peoples and, at worst, a loss of the customer to another supplier or an alternate fuel.