

One Energy Place
Pensacola, Florida 32520

Tel 850.444.6111



September 4, 2001

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0870

Dear Ms. Bayo:

RE: Docket No. 010441-EU

Enclosed is Gulf Power Company's Request for Confidential Classification to the Company's response to Staff's First Set of Interrogatories to Gulf Power Company (Nos. 1-2) and Staff's First Request for Production of Documents (No. 1) in the above docket.

Sincerely,

A handwritten signature in cursive script that reads "Susan D. Ritenour".

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer

lw

Enclosure

cc: Beggs and Lane
Jeffrey A. Stone, Esquire

DOCUMENT NUMBER DATE

11066 SEP -6 2001

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to resolve territorial dispute
with Gulf Power Company in Washington
County by West Florida Electric Cooperative
Association, Inc.

Docket No.: 010441-EI
Date Filed: September 4, 2001

REQUEST FOR CONFIDENTIAL CLASSIFICATION

GULF POWER COMPANY [“Gulf Power”, “Gulf”, or the “Company”], by and through its undersigned attorneys and pursuant to Rule 25-22.006, Florida Administrative Code, hereby files a request that the Florida Public Service Commission enter an order protecting from public disclosure the Company’s response to Staff’s First Set of Interrogatories to Gulf Power Company (Nos. 1-2) and Staff’s First Request for Production of Documents (No. 1). As grounds for this request Gulf states:

1. On August 13, 2001, Gulf submitted its response to Staff’s First Set of Interrogatories to Gulf Power Company (Nos. 1-2) and Staff’s First Request for Production of Documents (No. 1).
2. The information requested by the Commission’s Staff and submitted by Gulf Power Company contains proprietary and commercially sensitive information regarding competitive interests, contractual matters and/or trade secrets which are held confidential by Gulf Power Company and the parties with whom it has entered the contract. Public release of the information submitted herewith would cause irreparable harm to Gulf Power Company and the entities with whom it has entered the contract(s). Gulf asserts that this information meets the


requirements of section 366.093 (a), (d) and (e), Florida Statutes. The information provided to Staff is the actual contract entered into between Gulf and one of its customers. In addition, the responses contain information that would either disclose a contract term or indicate whether a certain term is a part of the contract. Gulf and certain other electric service providers actively compete for customers in portions of Northwest Florida. This competition is contemplated and even encouraged by the Commission and the legislature. Disclosure of the information that is the subject of this request would impair Gulf's ability to enter into similar contracts on terms favorable to Gulf and its general body of customers. Gulf's competitors can use this information to eliminate Gulf from a bid or negotiation process by just barely undercutting Gulf's position on terms in the contract. This does not lead to the same negotiated contract that would be produced in a competitive market and does not allow for robust competition between Gulf and others with whom it competes for new customers where the law allows such competition. If Gulf's competitors were given access to the information in the contract or calculations utilizing inputs from that contract, they would be able to operate from a superior position in the competitive marketplace relative to Gulf. The competitors would have access to Gulf's negotiation strategy and would be made aware of the exact combination of terms that Gulf felt was necessary to attract the customer. All of this information is competitively sensitive and contains trade secrets regarding Gulf's strategy in attracting competitive loads. Public release of this information would severely undermine Gulf's position in the market for competitive loads and would have a detrimental effect on competition for competitive loads as a whole in Northwest Florida.

3. The information for which confidential classification is sought is intended to be and is treated by Gulf Power Company as private and is not otherwise publically available.

4. Submitted as Exhibit "A" is a copy of the response to Staff's First Set of Interrogatories to Gulf Power Company (Nos. 1-2) and Staff's First Request for Production of Documents (No. 1), on which is highlighted the information for which confidential classification is requested. Exhibit "A" should be treated as confidential pending a ruling on this request. Attached as Exhibit "B" are two (2) edited copies of the response, which may be made available for public review and inspection. Attached as Exhibit "C" to this request is a line-by-line/field-by-field justification for the request for confidential classification.

WHEREFORE, Gulf Power Company respectfully requests that the Commission enter an order protecting the information highlighted on Exhibit "A" from public disclosure as proprietary confidential business information.

Respectfully submitted this 4th day of September 2001,


JEFFREY A. STONE
Florida Bar No. 325953
RUSSELL A. BADDERS
Florida Bar No. 007455
Beggs & Lane
P. O. Box 12950
(700 Blount Building)
Pensacola, FL 32576-2950
(850) 432-2451
Attorneys for Gulf Power Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to resolve territorial dispute
with Gulf Power Company in Washington
County by West Florida Electric Cooperative
Association, Inc.

Docket No.: 010441-EI
Date Filed: September 4, 2001

EXHIBIT "A"
REQUEST FOR CONFIDENTIAL CLASSIFICATION

The information provided herein should be maintained as proprietary confidential
business information pursuant to Section 366.093 and Rule 25-22.006, F.A.C.

Provided to the Division of Records and Reporting
under separate cover as confidential information

EXHIBIT "B"

1. Please provide complete copies of all contracts between Gulf Power Company and Enron Compression Services Company for electric service to Compressor Station 13A.

ANSWER:

The attached copies of the contracts between Gulf Power Company and Enron Compression Services Company (consisting of 11 pages) are being submitted to the FPSC pursuant to a Notice of Intent to Seek Confidential Treatment

GULF POWER COMPANY

CONTRACT FOR ELECTRIC SERVICE

Form 1

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THIS CONTRACT for electric service is entered into this 13th day of February, 2001, ("Effective Date") between Gulf Power Company ("Company") and Enron Compression Services Company ("Customer").

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Florida state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Florida Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

3. Term. The term of this Contract shall be [REDACTED] (s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

- [REDACTED]
- b. Frequency: Approximately sixty (60) hertz
 - c. Voltage and Phase: 230/12 kv 3 phase
- [REDACTED]

5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

9 ISSUED BY: Travis Bowden

EFFECTIVE: June 27, 2000

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7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

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8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver: The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated herein by reference:



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12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

ENRON COMPRESSION SERVICES Company

By:

Title:

Managing Director ENA



GULF POWER COMPANY

By:

Title:

Vice President



February 13, 2001

Enron Compression Services Company
Attention: Mark Knippa
1400 Smith Street
Houston, Texas 77002-7361

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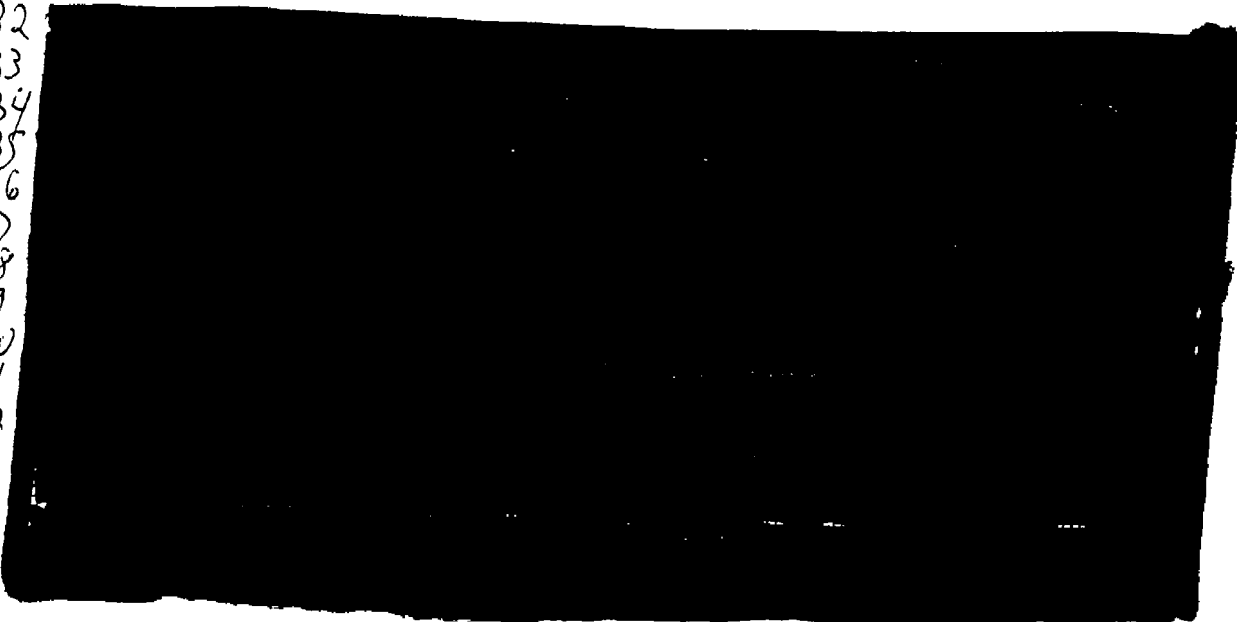
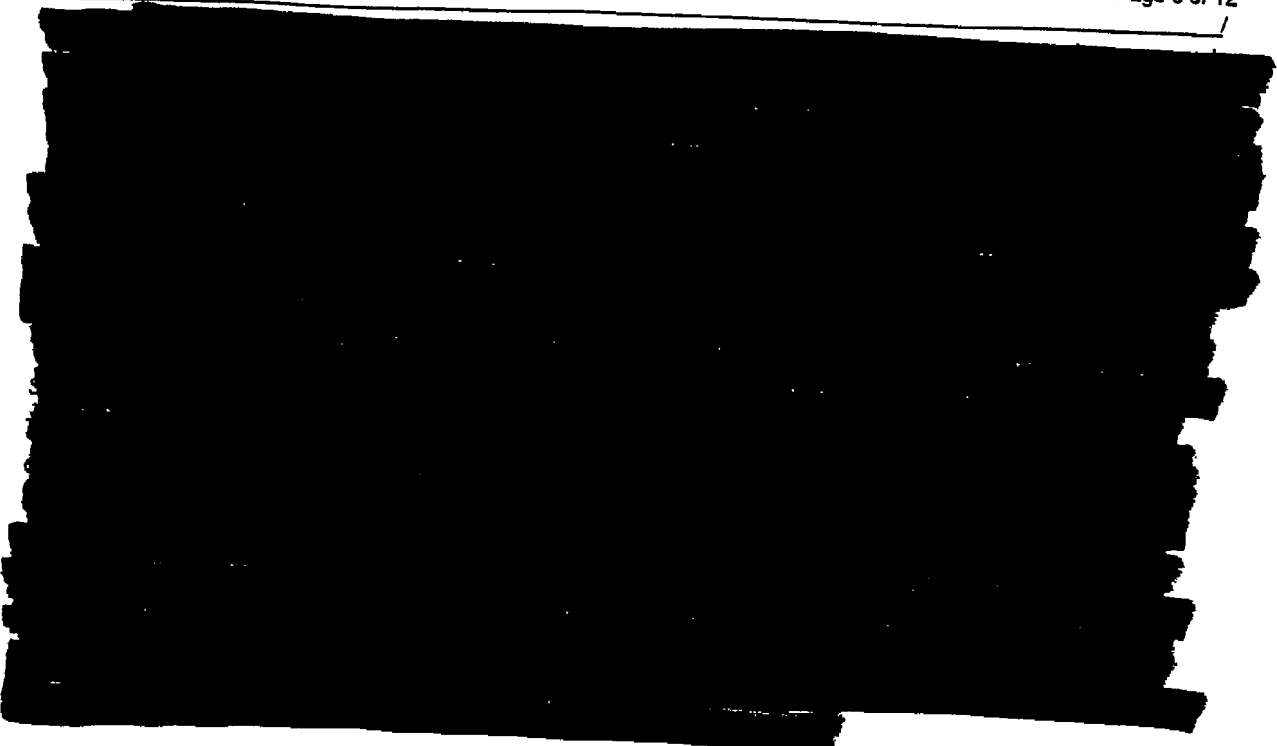
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1. Please provide detailed calculations of the Contribution in Aid of Construction (CIAC) amount, pursuant to Rule 25-6.064, Florida Administrative Code, for the extension of transmission and distribution facilities necessary to serve Compression Station 13 A.

ANSWER:

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
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7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

2. Please provide an itemized list of all amounts, if any, that Gulf is projected to incur but that are not included in the CIAC calculations of the prior question. Include in your response a detailed explanation for not including each of the itemized amounts in the CIAC calculations.

ANSWER:

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EXHIBIT "C"

Line-by-Line/Field-by-Field Justification

Line(s)/Field(s) _____

Justification

Interrogatory 1
Page 1, lines 1-13

Interrogatory 2
Page 1, line 1

Request for Production of Documents 1
Page 2, lines 16, 21, 24-30
Page 3, lines 15-17
Page 4, lines 6-30
Page 5, lines 1-35
Page 6, lines 1-14
Page 7, lines 1-32
Page 8, lines 1-46
Page 9, lines 1-46
Page 10, lines 1-40
Page 11, lines 1-13
Page 12, lines 1-13

The information requested by the Commission's Staff and submitted by Gulf Power Company contains proprietary and commercially sensitive information regarding competitive interests, contractual matters and/or trade secrets which are held confidential by Gulf Power Company and the parties with whom it has entered the contract. Public release of the information submitted herewith would cause irreparable harm to Gulf Power Company and the entities with whom it has entered the contract(s). Gulf asserts that this information meets the requirements of section 366.093 (a), (d) and (e), Florida Statutes. Paragraph 2 of this Request sets forth the basis on which Gulf requests confidential classification for this information.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve territorial dispute)
with Gulf Power Company in Washington)
County by West Florida Electric Cooperative)
Association, Inc.)
_____)

Docket No.: 010441-EU

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing has been furnished
this 4th day of September 2001 by U.S. Mail or hand delivery to the following:

Marlene Stern, Esquire
Staff Counsel
FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0863

John Haswell, Esquire
Chandler, Lang, Haswell,
& Cole, P.A.
211 N.E. 1st Street
P. O. Box 23879
Gainesville FL 32602


Richard Bellak, Esquire
Associate General Counsel
FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0863

Gerald Nemec
Enron Compression Services Company
1400 Smith Street
Houston, TX 77002-7361

Bill L. Bryant, Jr., Esquire
Katz, Kutter, Haigler, Alderman,
Bryant & Yon, P.A.
106 E. College Avenue, Suite 1200
Tallahassee FL 32301

Frank E. Bondurant, Esquire
P.O. Box 854
Marianna, FL 32447

Mr. William S. Rimes
P. O. Box 127
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Attorneys for Gulf Power Company