

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Natural gas conservation cost recovery.

DOCKET NO. 130004-GU  
ORDER NO. PSC-13-0399-CFO-GU  
ISSUED: August 29, 2013

ORDER GRANTING FLORIDA CITY GAS'  
REQUEST FOR CONFIDENTIAL CLASSIFICATION  
(DOCUMENT NO. 04292-13)  
(X-REF. DN 04237-13)

On July 25, 2013, pursuant to Rule 25-22.006, Florida Administrative Code (F.A.C.), Florida City Gas (FCG) filed a request for confidential classification (Request) of "certain materials provided to the Florida Public Service Commission" (Commission) in connection with FCG's Natural Gas Conservation Clause (CCR) Audit for the year ending December 31, 2012 (Audit Control No. 13-004-4-2). FCG asserts that the confidential information in the documents is intended to be proprietary confidential business information, is treated as proprietary, and has not been publicly disclosed. FCG requests that the Commission grant confidential classification for the documents for a period of 18 months from the date of the issuance of this Order, pursuant to Section 366.093(4), Florida Statutes (F.S.).

**Request for Confidential Classification**

Section 366.093(1), F.S., provides that "any records received by the Commission which are shown and found by the Commission to be proprietary confidential business information shall be kept confidential and shall be exempt from Section 119.07(1) [the Public Records Act]." Pursuant to Section 366.093(3), F.S., proprietary confidential business information includes information that is intended to be and is treated by the company as private, in that disclosure of the information would cause harm to the company's ratepayers or business operations, and has not been voluntarily disclosed to the public. Section 366.093(3)(d) and (e) provides that proprietary confidential business information including, but is not limited to, "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" and "information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information."

FCG contends that the information, described with specific justification in Attachment A, "is intended to be, and is treated as, confidential by FCG and . . . has not been otherwise publicly disclosed." The information is generally described as bids or other contractual data and/or, information relating to competitive interests. FCG avers that disclosure of the information would adversely affect or impair FCG's ability to negotiate contracts to the benefit of its customers, and subject FCG to potential litigation over the wrongful disclosure of private information. Based on

the foregoing, the Company asserts that the information is entitled to confidential classification pursuant Section 366.093(d)-(e), F.S.

**Time Period for Confidential Classification**

According to Section 366.093(4), F.S., confidential classification may only extend for 18 months from the issuance of an Order granting confidential classification unless “the Commission finds, for good cause, that the protection from disclosure shall be for a specified longer period.” FCG has not requested a period longer than the 18 months.

**Ruling**

Upon review, I find that the information identified in Document No. 04292-13 (x-ref. DN 04237-13), as described in Attachment A, is treated by FCG as private, has not otherwise been disclosed, and is (a) contractual data, the disclosure of which would impair the efforts of the Company to contract for goods or services on favorable terms, or (b) competitive interests, the disclosure of which would impair the competitive business of the provider of the information. I find that disclosure of the identified information would cause harm to FCG’s ratepayers and/or to its business operations. Thus, the information contained in Document No. 04292-13 shall be granted confidential classification pursuant to Section 366.093(3), F.S .

Pursuant to Section 366.093(4), F.S., the information for which confidential classification is granted herein shall remain protected from disclosure for a period of 18 months from the date of issuance of this Order. At the conclusion of the 18-month period, the confidential information will no longer be exempt from Section 119.07(1), F.S., unless FCG or another affected person shows, and the Commission finds, that the records continue to contain proprietary confidential business information.

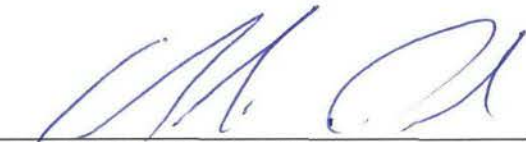
Based on the foregoing, it is

ORDERED by Commissioner Eduardo E. Balbis, as Prehearing Officer, that Florida City Gas’ Request for Confidential Classification of Document No. 04292-13 (x-ref. DN 04237-13), as detailed in Attachment A, is granted. It is further

ORDERED that the information in Document No. 04292-13 for which confidential classification has been granted shall remain protected from disclosure for a period of 18 months from the date of issuance of this Order. At the conclusion of the 18-month period, the confidential information will no longer be exempt from Section 119.07(1), F.S., unless FCG or another affected person shows, and the Commission finds, that the records continue to contain proprietary confidential business information. It is further

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

By ORDER of Commissioner Eduardo E. Balbis, as Prehearing Officer, this 29th day of August, 2013.



EDUARDO E. BALBIS  
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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

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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 Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, 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.

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Attachment A

JUSTIFICATION MATRIX

Document	Page	Column/Line	Rationale
Workpaper 43-1/6 p. 2 (Georgia Tech Invoice)	43-1/6, p. 2 (one page)	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.	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.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, page 3.	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,	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.

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		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.

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			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

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		and "Ext Price", as well as highlighted amounts in subtotals, taxes, shipping, handling, discounts and total amount.	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, page 10.	Highlighted information in all lines of "Description" column and all lines of "Amount" column, as well as highlighted information reflecting payments and balance	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

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			obligations under the agreement, thereby impairing further performance in regards to this project.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, page 11.	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.	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.
Georgia Tech Invoice Back-up Documentation	Workpapers 43-1/6, page 12.	Highlighted FedEx Online billing information in column "Recipient Information"	Information on this Fed Ex receipt supporting the above-referenced invoice is directly tied to the referenced contract with Georgia Tech,



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			<p>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 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 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. 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>

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		highlighted amounts in subtotals, taxes, shipping, handling, discounts, shipping, and total amount.	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 14 and 15.	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"	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.
Georgia Tech Contract	Workpapers 43-1/6-1, pages 1 through 8.	All highlighted information in contract	As stated herein, the terms and conditions of the referenced contract with Georgia Tech

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			<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>
Georgia Tech Contract	Workpapers 43-1/6-1/1, pages 1 through 8.	All highlighted information in proposal for contract	<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>

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			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.
Resource Solutions Contract	Workpapers 43-17-1, pages 1 through 13.	All highlighted information in contract	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

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			project.