



Attorneys and Counselors at Law
123 South Calhoun Street
P.O. Box 391 32302
Tallahassee, FL 32301

P: (850) 224-9115
F: (850) 222-7560

ausley.com

May 31, 2024

VIA HAND DELIVERY

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

REDACTED

Re: Docket No. 20240094-GU
Joint petition by Peoples Gas System, Inc. and Florida Public Utilities Company for approval of special contract

Dear Mr. Teitzman:

Attached for filing on behalf of Peoples Gas System, Inc. and Florida Public Utilities Company is a Request for Confidential Classification of certain information contained in Page 4, Article V, Sections 5.1 and 5.3 and page 9, Appendix A and Appendix B of the Gas Transportation Agreement to Joint Petition for Approval of Special Contract.

Thank you for your assistance in connection with this matter.

Sincerely,

Virginia Ponder

VLP/ne
Attachment

cc: Paula Brown
Beth Keating, Esq.

RECEIVED-FPSC
2024 MAY 31 AM 10:49
COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by Peoples Gas System,
Inc. and Florida Public Utilities Company for
approval of special contract

DOCKET NO. 20240094-GU

FILED: May 31, 2024

**PEOPLES GAS SYSTEM, INC. AND FLORIDA PUBLIC UTILITIES COMPANY'S
JOINT REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Peoples Gas System, Inc. ("Peoples" or the "company") and Florida Public Utilities Company ("FPUC"), (collectively, "the Parties"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, hereby requests confidential classification of the yellow highlighted information contained in the following described document(s) ("the Document(s)") stamped "CONFIDENTIAL" and all information that is or may be printed on yellow paper stock stamped "CONFIDENTIAL" within the Document(s), all of said confidential information being hereinafter referred to as "Confidential Information."

Description of the Document(s)

On May 30, 2024, the Parties filed their Joint Petition for Approval of a Special Contract ("Joint Petition"). The Parties believe that portions of its Joint Petition, as specified on Exhibit "A," constitute Confidential Information and have designated it as such by highlighting. Contemporaneous with the filing of this request, the Parties submitted the Confidential Information to the Commission Clerk under a separate, confidential cover letter. The Parties request confidential classification for this information such that it will be entitled to protection against public disclosure pursuant to Section 366.093, Florida Statutes. In support of this request, the Parties state:

1. Subsection 366.093(1), Florida Statutes, provides that any records "found by the Commission to be proprietary confidential business information shall be kept confidential and shall be exempt from s. 119.07(1), Florida Statutes [requiring disclosure under the Public Records

Act].” Proprietary confidential business information includes but is not limited to: (a) trade secrets; (b) internal auditing controls and reports of internal auditors; (c) security measures, systems, or procedures; (d) information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms; (e) information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information; and (f) employee personnel information unrelated to compensation, duties, qualifications, or responsibilities. §366.093(3)(a)-(f), Fla. Stat. The Confidential Information that is the subject of this request falls within one or more of these statutory categories and, thus, constitutes proprietary confidential business information entitled to protection under Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

2. Attached hereto as Exhibit "A" is a justification for confidential treatment of the Confidential Information contained in the Documents.

3. Exhibit “B” contains the public versions of the Documents with the Confidential Information.

4. The Confidential Information contained in the Documents is intended to be and is treated by the Parties as private and has not been publicly disclosed.

Requested Duration of Confidential Classification

5. Pursuant to Rule 25-22.006(9)(a), the Parties request that the Confidential Information be treated by the Commission as confidential proprietary business information for 18 months. If, and to the extent that the company is in need of confidential classification of the Confidential Information beyond the 18-month period set forth in the Commission rule, the

justification and grounds for such extended confidential treatment are set forth in Exhibit "C" to this request.

WHEREFORE, the Parties respectfully request the Confidential Information that is the subject of this request be accorded confidential classification for the reasons set forth herein and for 18 months.

Dated this 31st day of May 2024.



JEFF WAHLEN
jwahlen@ausley.com
MALCOLM N. MEANS
mmeans@ausley.com
VIRGINIA L. PONDER
vponder@ausley.com
Ausley McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
ATTORNEYS FOR PEOPLES GAS SYSTEM, INC.

/s/Beth Keating

BETH KEATING
BKeating@gunster.com
Gunster, Yeakley & Stewart, P.A.
215 South Monroe St. Suite 601
Tallahassee, Florida 32301
Phone: (850) 521-1706
ATTORNEY FOR FLORIDA PUBLIC UTILITIES
COMPANY

**EXHIBIT A
JUSTIFICATION FOR CONFIDENTIAL TREATMENT**

Exhibit A, the Proposed Gas Transportation Agreement, to the Joint Petition For Approval Of Special Contract			
Location	Document Description	Description of Information	Justification
Page 4, Article V, Section 5.1	Gas Transportation Agreement	The Highlighted Information	(1) & (2)
Page 4, Article V, Section 5.3	Gas Transportation Agreement	The Highlighted Information	(1) & (2)
Page 9, Appendix A	Gas Transportation Agreement	The Highlighted Information	(1) & (2)
Page 9, Appendix B	Gas Transportation Agreement	The Highlighted Information	(1) & (2)

Justifications

- (1) The highlighted information relates to competitive interests, the disclosure of which would impair the competitive business of the provider of the information. This information is protected by Section 366.093(3)(e), Florida Statutes.
- (2) The highlighted information consists of labor rates. This constitutes “[i]nformation concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility to contract for goods or services on favorable terms” under Section 366.093(3)(d), Florida Statutes.

EXHIBIT B
PUBLIC VERSION(S) OF THE DOCUMENT(S)

Attached hereto (unless previously filed as may be noted below) are two public versions of the Document(s) with the Confidential Information redacted.

Public Version(s) of the Document(s) attached X

Public Version(s) of the Document(s) attached via USB

the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. As such, PGS may from time to time need Shipper to vary its Nominated quantities of Gas to be delivered at the PGS Receipt Point(s). On such occasions, PGS may in its sole discretion request, and Shipper may agree to, a change in the quantity of Gas to be delivered for the account of Shipper at the PGS Receipt Point(s). No such change in the quantity of Gas to be delivered shall be made pursuant to this section without the consent of Shipper. Terms and conditions of any such transaction will be agreed upon between the parties at the time of the transaction and will be recorded and confirmed in writing within two Business Days of the transaction.

ARTICLE V – RESERVATION, USAGE AND OTHER CHARGES

Section 5.1 Reservation Charge. The parties acknowledge that the Gas transportation service to Shipper at the PGS Delivery Point contemplated by this Agreement requires access by Shipper, through this Agreement, to PGS distribution system capacity. Each Month during the term of this Agreement, Shipper shall pay to PGS for the reservation of firm capacity and the transportation service on the PGS distribution system contemplated by this Agreement the sum of [REDACTED].

Section 5.2 Usage Charge. In addition to the Monthly reservation charge provided by Section 5.1, each Month during the term of this Agreement, Shipper shall pay to PGS for the aggregate of all quantities delivered hereunder on each Day during the immediately preceding Month in excess of the MDQ an amount equal to the product of (i) such aggregate excess quantities (in Therms) and (ii) [REDACTED].

Section 5.3 Other Charges. The rates and charges prescribed in Section 5.1 shall be subject to taxes and fees as provided by law.

ARTICLE VI - BILLING AND PAYMENT

Section 6.1 Billing. PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder. If, during the preceding Month, PGS has purchased Gas from Shipper pursuant to an interruption or curtailment order, such bill shall show a credit for the estimated amount due Shipper for such purchase(s). If the estimated amount owed by PGS to Shipper exceeds the amount Shipper owes PGS, PGS shall pay Shipper the net amount estimated to be due Shipper at the time PGS bills Shipper.

Section 6.2 Payment. Shipper shall pay such bills, minus any disputed amounts, at the address specified in the invoice by the 20th Day following the date of PGS's mailing (as signified by the postmark) or other delivery of the bill. All sums not so paid by Shipper (or credited or paid by PGS) shall be considered delinquent.

Section 6.3 Billing Disputes. In the event of a bona fide billing dispute, Shipper or PGS, as the case may be, shall pay (or credit) to the other party all amounts not in dispute, and the parties shall negotiate in good faith to resolve the amount in dispute as soon as reasonably practicable. If a party has withheld payment (or credit) of a disputed amount, and the dispute is resolved, the non-prevailing party shall pay to the other party the amount determined to be due such other party, plus interest thereon at an annual rate equal to the prime interest rate of Citibank, N.A., New York, New York, plus one percent (1%), calculated on a daily basis from the date due until paid (or credited).

APPENDIX A - GAS TRANSPORTATION AGREEMENT

PGS RECEIPT POINT(S)

Maximum Transportation Quantity: [REDACTED] MMBtu per Day plus the Retainage

PGS will accept Gas from Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

POI # 16151- PGS-Jacksonville

The above point(s) may be changed by PGS from time to time on written notice to Shipper.

APPENDIX B - GAS TRANSPORTATION AGREEMENT

PGS DELIVERY POINT(S)

Gas transported or sold pursuant to this Agreement shall be delivered by PGS to Shipper at the following point(s):

NAME

MAXIMUM DELIVERY QUANTITY

Meter at PGS-Callahan Pipeline Interconnect [REDACTED] MMBtu per Day

Contract Number: 5200884205

Meter Numbers: PGS-Callahan Pipeline Interconnect

EXHIBIT C
JUSTIFICATION FOR EXTENSION OF CONFIDENTIALITY PERIOD

N/A