

Writer's Direct Dial Number: (850) 521-1706
Writer's E-Mail Address: bkeating@gunster.com

April 8, 2025

VIA HAND DELIVERY

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

REDACTED

2025 APR 8 PM 12:44
COMMISSION CLERK

Re: [New Docket] – In re: Petition of Florida City Gas for Approval of Natural Gas Transportation Service Agreement Between Florida City Gas and Miami-Dade County, Through the Miami-Dade Water and Sewer Department

Dear Mr. Teitzman:

Enclosed for filing, please find the original and seven (7) copies Florida City Gas's Request for Confidential Classification of Portions of its Transportation Service Agreement with Miami-Dade County for the Miami-Dade Water and Sewer Department. Along with the referenced request, the Company is including one copy of the agreement in which the confidential information is highlighted, as well as two redacted copies of the agreement, consistent with Rule 25-22.006(4), F.A.C.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

COM _____
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Cc:// Office of the General Counsel
Office of Public Counsel (w/o confidential attachment)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Florida City Gas for Approval)
of Natural Gas Transportation Service) Docket No.:
Agreement Between Florida City Gas and) Filed: April 8, 2025
Miami-Dade County, Through the Miami-)
Dade Water and Sewer Department)

FLORIDA CITY GAS'S REQUEST FOR CONFIDENTIAL CLASSIFICATION FOR INFORMATION

Florida City Gas (“FCG” or “Company”) by and through its undersigned counsel, pursuant to Section 366.093, Florida Statutes, and consistent with Rule 25-22.006(4), Florida Administrative Code, hereby submits its Request for Confidential Classification for information contained in its Load Enhancement Service Agreement (“LES Agreement”) with Miami-Dade County for service to its Water and Sewer Department (“MDWSD”), which has been submitted for approval under separate cover today. The information for which the Company seeks confidential treatment is information that is similar to that which the Commission has afforded confidential classification in prior cases, namely in Docket No. 20130089-GU, which addressed the prior agreement with MDWSD. In support thereof, FCG hereby states:

1. FCG seeks confidential classification of the highlighted information in the LES Agreement at page 4, paragraph 4, of the highlighted deposit amount; in Attachment B, page 16, the highlighted amounts for both Volume and Rate in the columns under Orr (combined) and Hialeah, and also on page 16, for the highlighted amounts in paragraph 3. “Deposits;” and on Attachment C, page 17, the highlighted term amounts in the last column for each line. This information is directly related to the negotiated rates and terms of the LES Agreement, which

both FCG and MDWSD treat as proprietary confidential business information consistent with the definition of that term in Section 366.093, Florida Statutes.

2. The information for which FCG seeks confidential classification meets the definition of "proprietary confidential business information" as set forth in Section 366.093(3(d) and (e)), Florida Statutes, which provide:

(3) Proprietary confidential business information means information, regardless of form or characteristics, which is owned or controlled by the person or company, is intended to be and is treated by the person or company as private in that the disclosure of the information would cause harm to the ratepayers or the person's or company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public. 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.

(f) Employee personnel information unrelated to compensation, duties, qualifications, or responsibilities.

{Emphasis added}

3. Release of the referenced information as a public record would reveal the specific rate included in a competitive contract. Disclosure of this information would impair FCG's ability to compete for goods and services and provide its competitors with an unfair competitive advantage. As such, FCG requests that the Commission protect this information consistent with Rule 25-22.006, Florida Administrative Code. To the extent of FCG's knowledge, this information is not otherwise available in the public domain. Thus, the information meets the definition of "proprietary confidential business information" as set forth in Sections

366.093(3)(d) and (e), Florida Statutes. As such, FCG requests that the Commission protect this information consistent with Rule 25-22.006, Florida Administrative Code.

4. Included with this Request is a highlighted copy of the LES Agreement. In addition, two redacted copies of the document are enclosed.

5. FCG asks that confidential classification be granted for a period of at least 18 months. Should the Commission no longer find that it needs to retain the information, FCG respectfully requests that the confidential information be returned to the Company.

WHEREFORE, Florida City Gas respectfully requests that the highlighted information contained in the LES Agreement with MDWSD be classified as "proprietary confidential business information," and thus, exempt from Section 119.07, Florida Statutes.

RESPECTFULLY SUBMITTED this 8th day of April, 2025.



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

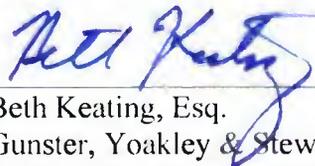
CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Request for Confidentiality has been served upon the following by Electronic Mail (redacted only) this 8th day of April, 2025:

Walt Trierweiler, Public Counsel, Office of Public Counsel
c/o the Florida Legislature
111 West Madison Street, Rm 812
Tallahassee, FL 32399-1400
trierweiler.walt@leg.state.fl.us

Keith Hetrick, General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
khetrick@psc.state.fl.us

By:



Beth Keating, Esq.
Gunster, Yoakley & Stewart, P.A.
215 S. Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

*Attorneys for Peninsula Pipeline
Company, Inc.*

- a. The Parties agree that Automatic Meter Reading (AMR) equipment capable of providing daily readings is required to provide natural gas service to Customer at the Service Locations. The Parties agree that any changes in the location of the existing AMR meters must be approved by Company and paid for by Customer at Company's current cost at that time. Customer shall provide and maintain, without charge to Company, a suitable space for the AMR metering and associated equipment. Such space shall be as near as practicable to the point of entrance of the service pipe and readily accessible to authorized employees or agents of Company. Where feasible, Company will make data from the AMR device or other equipment available to Customer.
 - b. The Parties agree that legal and equitable title to all mains, service lines, and appurtenances currently installed to serve the Service Locations shall be and remain in Company, and the Company shall have the right, without the consent of, or any refund to the Applicant, to: (i) to extend the gas main or connect additional gas mains to any part of it, except those parts of such facilities on the County's Plant sites; and (ii) serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.
4. Deposit. The Parties agree that, pursuant to Rule 2 of Company's Tariff, Customer shall pay to Company a cash deposit of \$ [REDACTED] within thirty-days from the date this Agreement is executed. Company has no obligation to provide natural gas service under this Agreement until receipt of said deposit from Customer. Consistent with Rule 2 of the Company's Tariff, the Company will refund the deposit once the Customer has established a satisfactory payment record for a period of 23 months.
5. Delivery Locations. Customer shall arrange and has the sole responsibility for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company heretofore determined Points of Receipt described as the FCG Supply Pool South. Company shall transport and deliver gas from the Points of Receipt to Customer at the following MDWSD Service Locations:

Alexander Orr Water Treatment Plant
6800 S.W. 87th Avenue
Miami, FL 33173
MDWSD Account Nos. 1000030 and 1000031

Hialeah Lime Recalcination Facility
700 W. 2nd Avenue
Hialeah, FL 33010
MDWSD Account No. 1000022

**LOAD ENHANCEMENT SERVICE AGREEMENT
ATTACHMENT B**

Tiered Rates

Plant Volume / Rate	Orr (combined)		Hialeah	
	Volume	Rate	Volume	Rate
Tier 1	█ million* to less than █ million therms	█	█ million* to less than █ million therms	█
Tier 2	█ million therms to █ million therms	█	█ million therms to █ million therms	█
Tier 3	█ million therms and higher	█	█ million therms and higher	█

Notes:

1. *Minimum annual contract volume.

2. Annual CPI Adjustment: The rates by location and tier shall be increased by a minimum of 0.75% or by the result of the increase, if any, to the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U"), whichever is greater. The tier rates will be re-calculated annually, to be effective for the period of January through December of each year beginning the year after the first year of the agreement term. The Company shall endeavor to provide Miami Dade Water and Sewer written documentation 30 days in advance of any Consumer Price Index (CPI-U) increase over the annual minimum increase applied to the tiered rates.

3. Deposits:
 - a. Alexander Orr - █
 - b. Alexander Orr Jr - █
 - c. Hialeah - █

LOAD ENHANCEMENT SERVICE AGREEMENT
ATTACHMENT C

Minimum Annual Volume

Alexander Orr Water Treatment Plant (Combined) minimum annual volume [REDACTED] therms

Hialeah Lime Recalcination Facility minimum annual volume [REDACTED] therms

Maximum Annual Contract Quantity (MACQ)

Alexander Orr Water Treatment Plant (Combined) MACQ [REDACTED] therms

Hialeah Lime Recalcination Facility MACQ [REDACTED] therms

Maximum Daily Contract Quantity (MDCQ)

Alexander Orr Water Treatment Plant (Combined) MDCQ [REDACTED] therms

Hialeah Lime Recalcination Facility MDCQ [REDACTED] therms

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