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October 12, 2023

VIA: ELECTRONIC FILING

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

Re: Docket 20230094; Petition by Peoples Gas System, Inc. for Approval of Special Contract with Tampa Port Authority.

Dear Mr. Teitzman:

Attached for filing in the above-styled matter is Peoples Gas System, Inc.'s Response to Staff's First Data Request (Nos. 1-9) served on October 6, 2023.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'V. Ponder'.

Virginia Ponder

VLP/ne
Attachment

cc: Oakley Ward, oward@psc.state.fl.us
Suzanne Brownless, sbrownle@psc.state.fl.us
Norberto Sanchez, nsanchez@tampaport.com

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20230094-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 1
BATES PAGE(S): 1 - 34
FILED: OCTOBER 12, 2023**

- 1.** Please provide staff with a copy of the easement agreement between Peoples and Tampa Port Authority. Please include any maps that are applicable to the easement.
- A.** Please see the attached easement and drawings.

Prepared by and
Return to:

Charles E. Klug
Principal Counsel
Port Tampa Bay
1101 Channelside Drive
Tampa, Florida 33602

EASEMENT AGREEMENT
(6807 Lakeview Center Drive, Tampa)

This Easement Agreement ("**Easement**") is made on this 13th day of June, 2023 by and between the **TAMPA PORT AUTHORITY** d/b/a Port Tampa Bay, a body politic and corporate organized under and existing by virtue of the laws of the State of Florida ("**Authority**"), whose mailing address is 1101 Channelside Drive, Tampa, Florida 33602, and **PEOPLES GAS SYSTEM**, a division of **TAMPA ELECTRIC COMPANY**, a Florida corporation ("**PGS**"), whose mailing address is Post Office Box 2562, Tampa, Florida 33601.

WITNESSETH:

Authority, in consideration of the sum of Ten Dollars (\$10.00), in lawful money of the United States of America to it in hand paid, the receipt whereof is hereby acknowledged, as well as other good and valuable considerations, does hereby grant to PGS, its successors and assigns, a non-exclusive easement under and upon the land in Hillsborough County, Florida, described in **Exhibit "A"** attached hereto and by this reference made a part hereof ("**Easement Parcel**").

TO HAVE AND TO HOLD the same unto PGS, its successors and assigns, subject to the following terms and conditions:

1. **PERMITTED USE:** The Easement Parcel shall be used solely for the purposes of installing, constructing, using, operating, maintaining, repairing, modifying, replacing, or removing a gas main pipeline and associated equipment (collectively "**Facilities**") under, upon and within the Easement Parcel in accordance with in order to provide natural gas service to Authority's property/building located at 6807 Lakeview Center Drive, Tampa, Florida ("**Permitted Use**"). PGS shall not engage in any activity upon or within the Easement Parcel except those authorized in this Section.

AK

2. **TERM:** This Easement and the associated rights of PGS shall be for a period of forty (40) years commencing on the Effective Date and terminating on the Fortieth (40th) anniversary of the Effective Date (“**Initial Term**”), subject to Authority’s right of termination as set forth in Section 10. In addition to the Initial Term, Authority grants PGS one (1) option to extend the Easement (“**Extension Option**”) for a period of forty (40) additional years (“**Extension Term**”). PGS’s Extension Option shall not be exercisable by PGS and shall not commence if PGS is in default under this Easement without the prior written consent of the Authority, provided that the provisions of Section 10 regarding PGS’s right to cure and termination if not cured shall apply. PGS shall exercise its Extension Option by delivering written notice to the Authority by hand delivery, courier, or registered or certified mail, return receipt requested, at the address of the Authority set forth herein (or at such other address hereinafter designated by the Authority), at least six (6) months prior to the expiration of the Initial Term. If such written notice of extension is not given by PGS and received by Authority at least six (6) months prior to the expiration of the initial term option term, as applicable, Authority may deliver written notice to PGS of the failure to elect. If PGS fails to provide written notice of an extension within six (6) months of receipt of written notice from Authority, the Extension Option shall be null and void and of no further force or effect. The Initial Term and any exercised Extension Term shall be collectively referred to as the “**Term.**” The covenants of this Easement shall also apply to the Extension Term exercised by PGS, unless otherwise stated.

3. **TITLE AND ENCUMBRANCES:** Authority neither warrants title to the Easement Parcel nor guarantees the suitability of the Easement Parcel for the Permitted Use. This Easement is granted to PGS subject to all encumbrances and restrictions affecting the Easement Parcel, if any, and the terms and conditions set forth herein.

4. **DAMAGE/INTERFERENCE WITH RIGHTS:** PGS shall install the Facilities within the Easement Parcel in conformance with its normal and customary utility practices. It is expressly understood and agreed that PGS shall repair, restore, and return the condition of the Easement Parcel, including the surface and subsurface areas, to its prior condition, at PGS’s sole cost and expense after any disturbance by the use, operation, maintenance, replacement, or removal of the Facilities. PGS and Authority acknowledge that under the “Underground Facility Damage Prevention and Safety Act” (F.S. Ch 556), all persons are obligated to notify “Sunshine State One-Call of Florida, Inc.” of their intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition.

5. **NON-EXCLUSIVE USE:** This Easement is non-exclusive and Authority reserves the right, for itself and its successors and assigns, so long as same is done in a safe manner and

conforms to applicable code requirements and does not interfere with the safe and reliable operation of the Facilities, to (a) engage in Authority's management activities not inconsistent with the Permitted Use; (b) grant compatible uses of the Easement Parcel to third parties during the Term of this Easement; and (c) enter upon and cross over or under the Easement Parcel for any legal purpose.

6. **MAINTENANCE**: PGS agrees to keep the lands contained in or immediately adjacent to the Easement Parcel free and clear of all commodities, rubbish, trash, or other objects that may result from PGS's exercising the Permitted Use.

7. **INSURANCE**: Throughout the entire Term of this Easement, PGS shall maintain the insurance necessary for the operation of the Permitted Use in the amount determined by PGS in its reasonable discretion.

8. **INSPECTION**: Authority, or its duly authorized agent, shall have the right at any time, but not the duty, and always subject to safety requirements prescribed by PGS from time to time, to inspect the works and operations of PGS in any manner pertaining to this Easement.

9. **INDEMNIFICATION**: Except as excused by its tariff filed with the Florida Public Service Commission, PGS shall indemnify, protect, defend, and hold harmless the Authority from and against injury or loss of property, personal injury, or death to the extent caused by the grossly negligent, intentional, or wrongful act or omission of PGS or any employee, agent, contractor, or subcontractor of PGS while engaging in the Permitted Use of the Easement Parcel.

10. **TERMINATION**: PGS, by acceptance of this Easement, binds itself; its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of PGS, its successors and assigns. In the event PGS fails or refuses to comply with the provisions and conditions herein set forth or in the event PGS violates any of the provisions and conditions herein, Authority shall provide written notice of said breach or violation. Subject to its system requirements and the availability of its forces and material, PGS shall cure (or substantially commence and diligently pursue completion of the cure for those actions reasonably requiring more time) the breach or violation within sixty (60) days from the date of delivery of the written notice. In the event PGS fails to cure as referenced herein, this Easement may be terminated by Authority at the expiration of such sixty (60) day cure period. If terminated, PGS's right to use the Easement Parcels shall cease except as may be necessary to protect public health and safety; provided, however, PGS's obligation to remove the Facilities from the Easement Parcels and cut and cap the Facilities when no longer needed to provide service, indemnify Authority to the extent provided elsewhere herein and pay taxes

assessed on the Facilities during PGS's use of the Easement Parcels shall survive any such termination.

11. **NOTICES**: All notices required to be given to PGS by this Easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Peoples Gas System
P.O. Box 111
Tampa, Florida 33601
Attention: Real Estate Department

PGS agrees to notify Authority by U.S. mail of any changes to this address at least ten (10) days before the change is effective.

All notices required to be given to Authority by this Easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Tampa Port Authority d/b/a Port Tampa Bay
1101 Channelside Drive
Tampa, Florida 33602
Attention: Vice President of Real Estate

With a copy to: Principal Counsel (same address as above)

Authority agrees to notify PGS by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. **TAXES AND ASSESSMENTS**: PGS shall assume all responsibility for any and all tax liabilities, special assessments, or taxes of every kind and description that accrue to the Facilities within the Easement Parcel, which may be hereafter lawfully assessed and levied against the Facilities on the Easement Parcel during the Term of this Easement.

13. **RECORDATION**: PGS, at its own expense, shall promptly record this fully executed Easement with a legal description (including parcel sketch) of the Easement Parcel in the public records of Hillsborough County, Florida, and promptly provide Authority with a copy of the recorded Easement in its entirety which contains the official recording instrument number at which the Easement is recorded. This Easement shall not be effective until it is properly recorded in the public records of Hillsborough County, Florida.

14. **DRAWINGS**: PGS shall provide Authority with a copy of the usual and customary drawings and information or as-built surveys that it prepares for its own use **within thirty (30) days** after construction of the Facilities are completed.

15. **PERMITS**: Prior to commencement of construction and/or activities authorized herein, PGS shall obtain all the necessary and appropriate permits required, if any, in connection with the installation of the Facilities within the Easement Parcel. Any modification to the construction and/or activities authorized herein will require prior written notice to the Authority prior to the commencement of any construction or any other activities within the Easement Parcel.

16. **GENERAL PROVISIONS**:

a. **Governing Laws**. This Easement is to be read and construed in accordance with the laws of the State of Florida. Any disputes relating to this Easement must be resolved in accordance with the laws of the State of Florida. Nothing contained in this Easement shall relieve PGS of the obligation to comply with Chapter 95-488, Laws of Florida, as amended, or other applicable law, statute, ordinance, rule or regulation, whether local, state, or federal.

b. **Jurisdiction and Venue**. PGS, by execution of this Easement, hereby acknowledges that it is doing business in the State of Florida. In the event PGS fails or ceases to have a registered agent or resident agent for service of process located in the State of Florida, PGS shall be deemed to constitute and appoint the Secretary of State of Florida as its agent for the service of process in any civil action begun in the courts of the state against PGS. The execution of this Easement by PGS is signification of its agreement that process against it which is so served is of the same validity as if served personally on PGS. It is further agreed that venue for all disputes hereunder lies and shall be maintained exclusively in the federal and state courts with jurisdiction in Hillsborough County, Florida, and PGS hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Hillsborough County, Florida.

c. **Amendments**. This Easement may be amended from time to time provided Authority and PGS mutually agree to such amendment and the amendment is stated in writing, executed by authorized representatives of both parties.

d. **Waivers**. Any waiver at any time by either party of any breach of, or default in, any of the terms, covenants, provisions, and conditions of this Easement or these general Easement conditions shall not be construed to be a waiver of any other terms, covenants, provisions, and conditions hereof or a waiver of any breach of default other than that specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the covenants or agreements contained in, or to exercise any one or more of its rights or remedies under this Easement shall not be construed to be a waiver of the Authority's right thereafter to enforce any

such covenant or agreement or to exercise any such right or remedy. No waiver by the Authority shall be deemed to have been made unless expressed in writing and signed by the Authority.

e. **Severability**. If any term, covenant, condition, or provision of this Easement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

f. **No Agency Relationship Created**. Nothing contained in this Easement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Authority and PGS.

g. **Gender Neutral**. The neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, form, or association wherever the context so requires.

h. **Remedies Cumulative**. No remedy or election given by any provision in this Easement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

i. **Disputes and Attorneys' Fees**. In the event of default or breach of any portion of this Easement, should the party not in default employ attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party, including, without limitation, any fees and costs incurred during mediation, appellate, or administrative proceedings.

j. **Time of Essence**. Time is of the essence with respect to each date or time specified in this Easement by which an event is to occur.

k. **Assignment**. This Easement may not be assigned by PGS without the prior written consent of the Authority.

l. **Parties Bound**. This Easement binds and inures to the benefit of the parties and their respective successors and assigns where assignment is permitted by this Easement. The terms "Authority" and "PGS" herein employed shall be construed to include the words "successors and assigns" of the respective parties hereto, wherever the context so admits or requires.

m. **Heading and Captions.** All captions in this Easement are for reference and convenience only and shall not modify or affect the provisions of this Easement in any manner.

n. **Interpretation.** Both Authority and PGS and their respective legal counsel have reviewed and have participated in the preparation of this Easement. Accordingly, no presumption will apply in favor of either Authority or PGS in the interpretation of this Easement or in the resolution of the ambiguity of any provision hereof.

o. **Entire Agreement.** This Easement constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Easement. No change, waiver, or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

p. **Counterparts.** The parties hereto may execute this Easement in counterpart and such signatures shall have the same effect as if signed all at the same time. Regardless of the specific dates executed by PGS, the binding date for purposes of execution shall be the date signed by Authority.

q. **Electronically Executed Documents.** The parties agree and consent that this Easement may be signed electronically in accordance with 8668.50, Fla. Stat. and that such electronic signatures will have the same authority as if this Easement was signed in person with a "wet" signature.

r. **Third Parties.** In no event shall any of the terms of this Easement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Easement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

s. **Authority to Execute.** PGS represents and warrants that it is duly formed and in good standing, and has taken all corporate action necessary to carry out the terms and conditions of this Easement so that when executed, this Easement shall constitute a valid and binding obligation enforceable in accordance with its terms. PGS further represents and warrants that the undersigned officer of PGS has good corporate power and authority to enter into this Easement on behalf of PGS.

t. **Conflict of Terms.** If there is a conflict between the terms and conditions of this Easement and any Exhibits attached hereto, this Easement shall prevail.

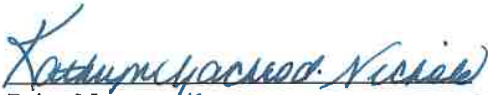
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

Signed, sealed and delivered,
in the presence of:

WITNESSES:

“AUTHORITY”

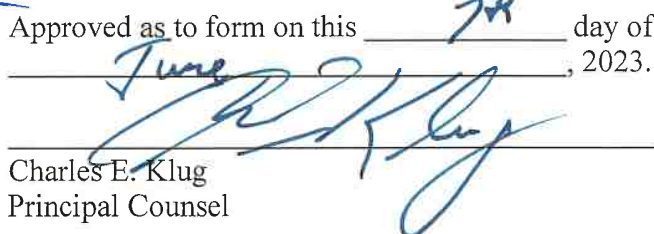
TAMPA PORT AUTHORITY, d/b/a
Port Tampa Bay


Print Name: KATHRYN MACLEOD-NICHOLS


A. Paul Anderson
Port President and CEO


Print Name: Heather L. Eblin-Grove

Approved as to form on this 24th day of
June, 2023.


Charles E. Klug
Principal Counsel

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 13th day of June, 2023 by A. PAUL ANDERSON, as Port President and CEO of the Tampa Port Authority, on behalf of the Authority by means of ☒ physical presence or ☐ online notarization. He ☐ is personally known to me or ☐ has produced n/a as identification and did not take an oath.


Signature of Notary Public

Printed Name of Notary Public



Signed, sealed and delivered,
in the presence of:

WITNESSES:

“PGS”

PEOPLES GAS SYSTEM, a division of Tampa
Electric Company, a Florida corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by _____, as _____ of Peoples Gas System, a division of Tampa Electric Company and on behalf of Peoples Gas System by means of ☐ physical presence or ☐ online notarization. He/She ☐ is personally known to me or ☐ has produced _____ as identification and did not take an oath.

Signature of Notary Public

Printed Name of Notary Public

OK

EXHIBIT "A"
EASEMENT PARCEL

EXHIBIT "A"
DESCRIPTION OF TECO GAS EASEMENT

DESCRIPTION:

A 5.00' Teco Gas Easement lying within Lot 4, CORPOREX BUSINESS PARK, as recorded in Plat Book 55, Page 51, of the Public Records of Hillsborough County, Florida; lying 2.50 feet on each side of the following described centerline:

Commence at the Northwest corner of said Lot 4, being a point on a curve; thence along the arc of said curve, to the right, and the North boundary of said Lot 4, 125.04 feet, having a radius of 1470.00, a delta of 04°52'25", a chord bearing and distance of N87°37'04"E, 125.00 feet to a point of tangency; thence continue along the said North boundary of Lot 4, S89°56'44"E, 368.81 feet to the **POINT OF BEGINNING**; thence S04°22'51"W, 150.43 feet; thence S22°26'42"E, 89.19 feet to the **POINT OF TERMINATION**.

The boundaries of easement shall be extended or contracted, as required, to intersect the North boundary of said Lot 4 and the generator facility.

Notes:

- 1) A plat Bearing S89°56'44"E was assumed along the North boundary of Lot 4.
- 2) This easement is based on proposed location. Easement may be revised once the gas line has been installed.

February 16, 2023

Prepared By:
Craig S. Kurial
Professional Land Surveyor #4642
Assistant Port Surveyor
Tampa Port Authority
Drawn by: Craig Kurial
Sheet 1 of 3
Job # 00220

THIS IS NOT A SURVEY

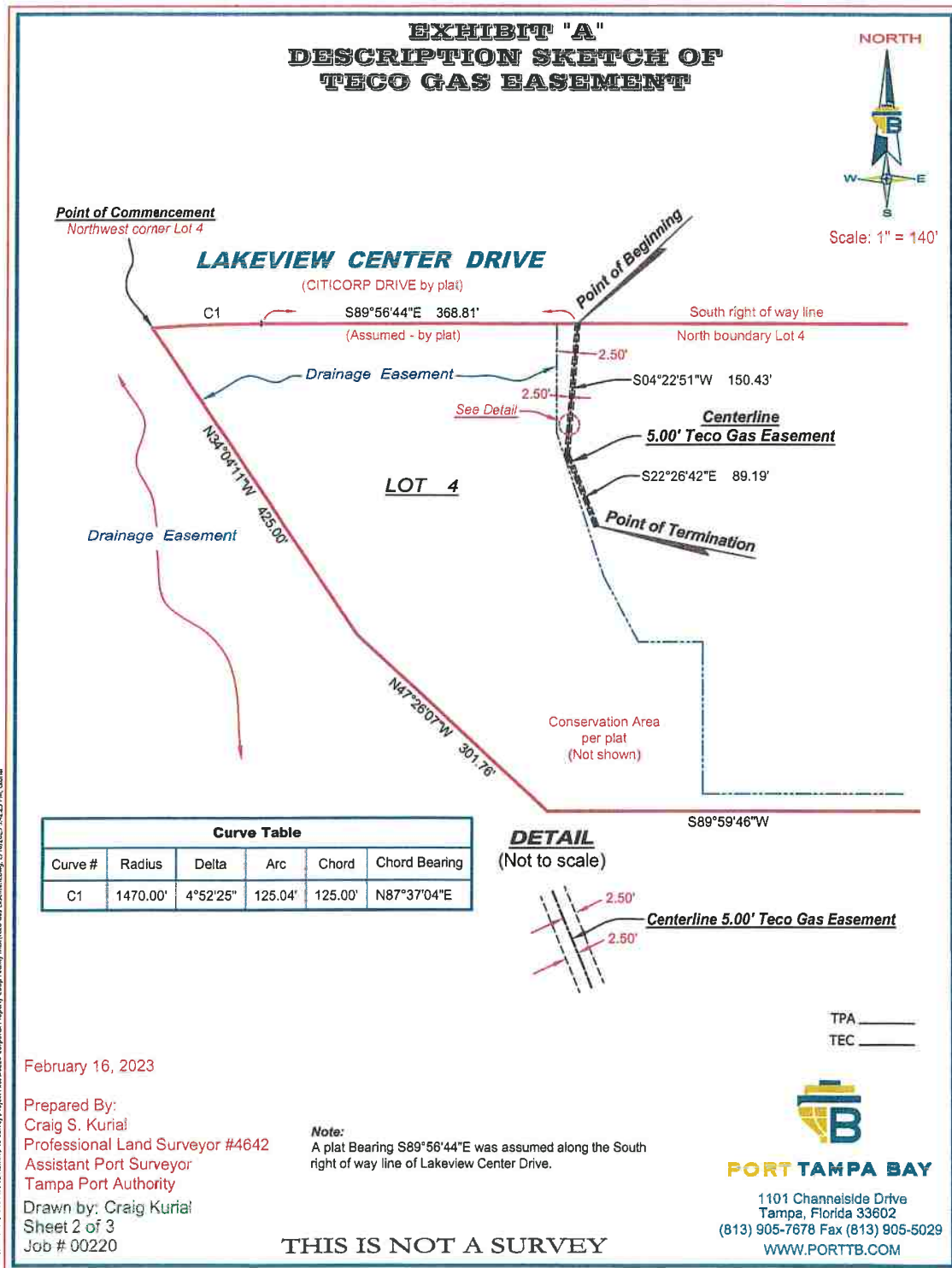
TPA _____
TEC _____

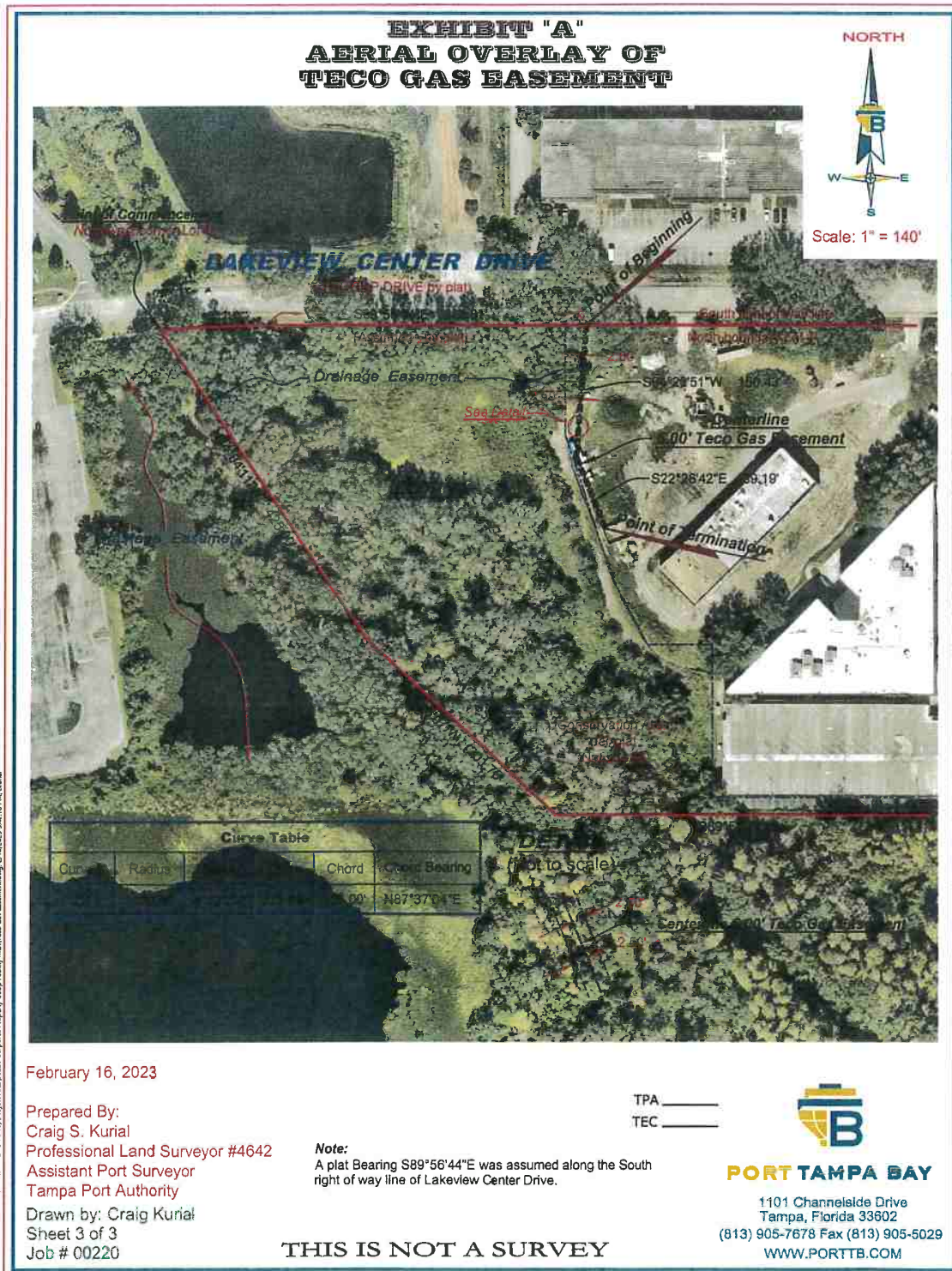


PORT TAMPA BAY

1101 Channelside Drive
Tampa, Florida 33602
(813) 905-7678 Fax (813) 905-5029
WWW.PORTTB.COM

CK





INDEX OF SHEETS	
SHEETS	DESCRIPTION
1	COVER
2	GENERAL NOTES
3	BILL OF MATERIALS
4	PLAN VIEW - CORPOREX PARK DR & LAKEVIEW CENTER DR
5	PLAN VIEW - LAKEVIEW CENTER DR
6	CROSS SECTIONS
7	DETAILS



NATURAL GAS MAIN EXTENSION AND
NEW SERVICE TO 6807 LAKEVIEW CENTER DR
EAST LAKE-ORIENT PARK, HILLSBOROUGH COUNTY, FLORIDA

SYMBOL LEGEND	
	PROPOSED GAS MAIN SERVICE
	GAS MAINSERVICE TO BE RETIRED
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING UNDERGROUND ELECTRIC
	EXISTING TELEPHONE
	EXISTING FIBER OPTICS
	EXISTING RIGHT OF WAY TRAVEL LANE
	EXISTING PAVEMENT
	EXISTING CENTERLINE
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATER MAIN
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED TELEPHONE
	PROPOSED FIBER OPTICS
	PROPOSED RIGHT OF WAY TRAVEL LANE
	PROPOSED EDGE OF TRAVEL LANE
	PROPOSED PAVEMENT
	PROPOSED CENTERLINE
	PROPOSED WATER MAIN SERVICE TRANSFER
	FENCE
	FIRE HYDRANT
	VALVE
	REGULATOR STATION
	REDUCER
	CUT AND CAP
	HOT TAP AND STOPPER
	TRANSITION FITTING
	LATERAL WELD
	WORK AREA
	WITH SILT FENCE
	PAVEMENT SIDEWALK BREAK AND REPLACE
	CROSS SECTION CALL OUT
	NAME LOCATION



LOCATION AND VICINITY MAP
(NOT TO SCALE)



LOCATION OF PROJECT -

 ENGINEERS OF RECORD	CONTRACT: ANDREW JAMES BRASHER, PE PE NO.: 94449 OFFICE: (312) 432-0076 CELL: (918) 991-1323 EMAIL: ABRASHER@HBKENGINEERING.COM 18 S LEWIS AVE TULSA, OK 74104	 TECO INCORPORATED 2010 S. WILSON AVE TAMPA, FL 33619	PREPARED FOR: JENNA JACKSON OFFICE: (813) 275-5794 CELL: (813) 971-9446 EMAIL: JENNA@TECOENGINEERING.COM 8415 PALM RIVER ROAD TAMPA, FL 33619
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[illegible]

[illegible]

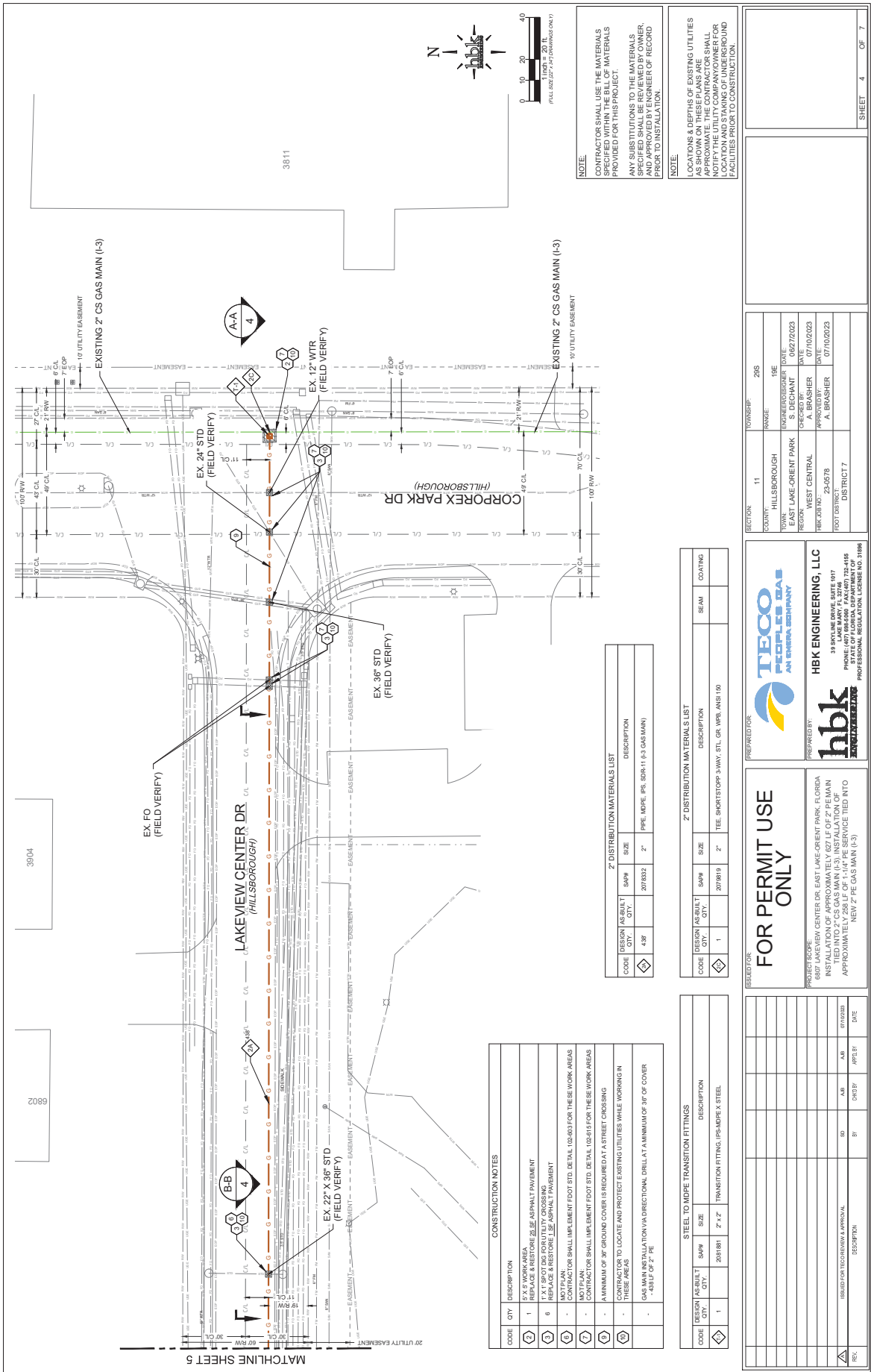
TECO
PEOPLES GAS
AN ENERGY COMPANY

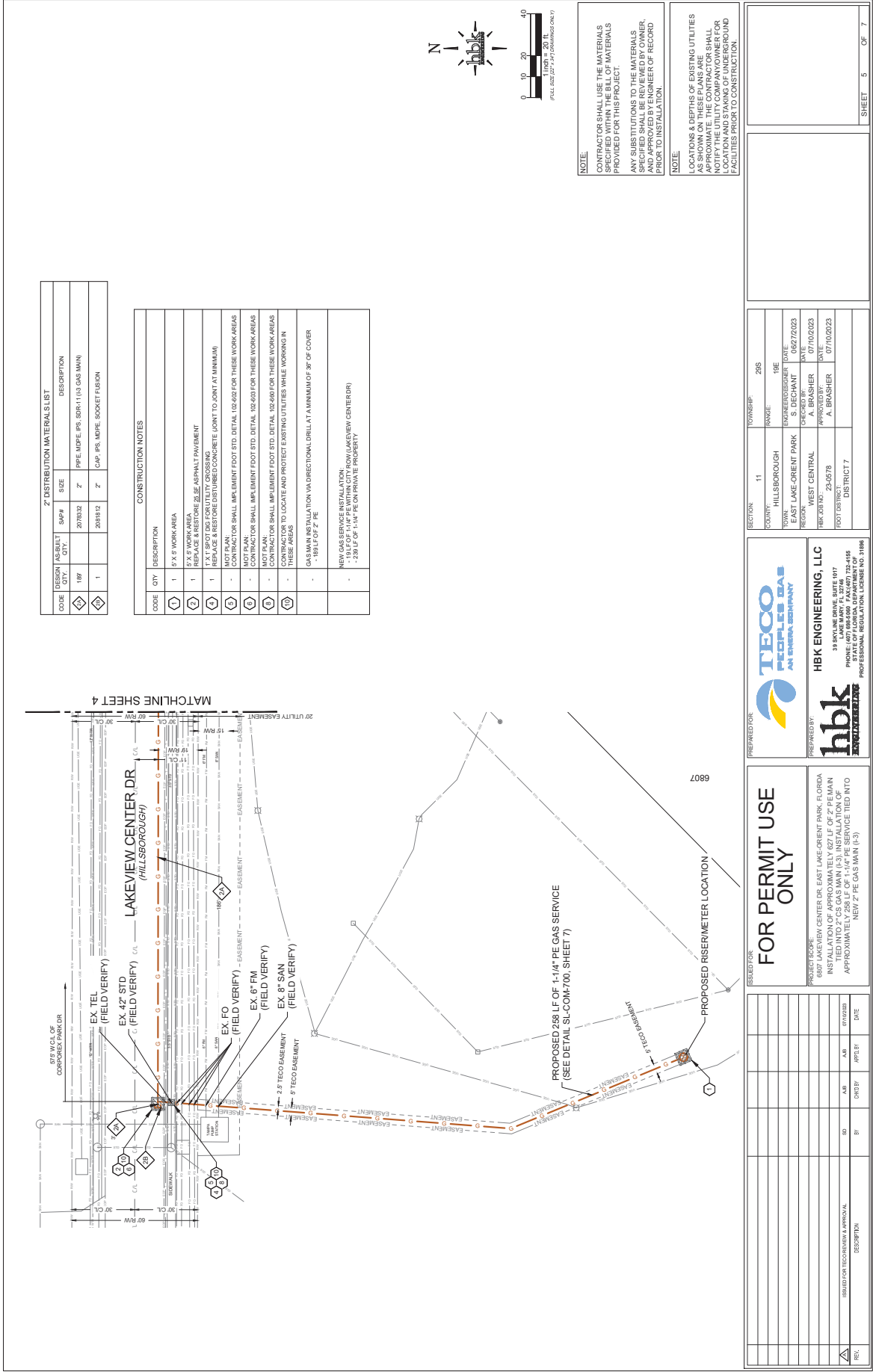
HBK ENGINEERING, LLC

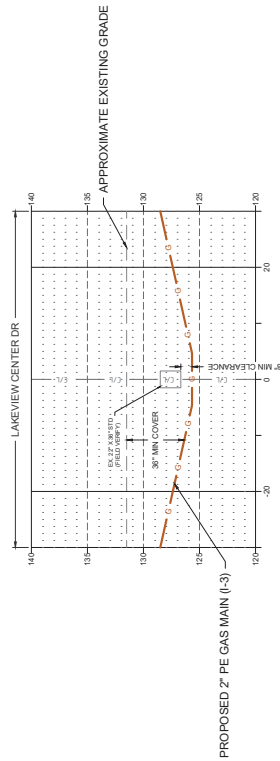
3100 N.W. 10TH AVE., SUITE 817
MIAMI, FL 33136
PHONE (407) 688-0500 FAX (407) 732-4155
WWW.HBK-ENGINEERING.COM
PROFESSIONAL REGULATION LICENSE NO. 31996

NOTE:
CONTRACTOR SHALL USE THE MATERIALS SPECIFIED WITHIN THE BILL OF MATERIALS PROVIDED FOR THIS PROJECT.
ANY SUBSTITUTIONS TO THE MATERIALS SPECIFIED SHALL BE REVIEWED BY OWNER, AND APPROVED BY ENGINEER OF RECORD PRIOR TO INSTALLATION.

REGION	11	TOWNSHIP	20S
COUNTY	HILLSBOROUGH	RANGE	10E
TOWN	EAST LAKE-ORIENT PARK	ENGINEER/DRAWER	DATE
REGION	WEST CENTRAL	A. BRASHER	04/27/2023
BK/DIST NO	23-4578	APPROVED BY	DATE
FOOT DISTANCE	DISTRICT 7	A. BRASHER	07/10/2023







CROSS SECTION & PROFILE NOTE:

LOCATIONS & DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, AND STAKING OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. BURIAL OF ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED PRIOR TO PROPOSED GAS INSTALLATION.

[illegible]

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads
3	Sight Distance Above Ground Hazard Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones
5	Signs
6	Work Zone Sign Supports Commonly Used Warning and Regulatory Signs In Work Zones Manholes/Crosswalks/Joints Truck Mounted Attenuators
7	Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards Drop-Offs In Work Zones
8	Business Entrance
9	Temporary Asphalt Separator Channelizing Devices Notes
10	Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.
2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.
3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1 CHANNELIZING DEVICE SPACING			
Work Zone Speed (mph)	Max. Spacing (feet)		
	Cones or Temporary Taper	Type I Barricades, Water-filled Buckets, and Drums	Taper
≤ 45	25	50	35
≥ 50	25	50	50

TABLE 2 TAPER LENGTH "L"		
Work Zone Speed (mph)	Min. Length (feet)	Max. Length (feet)
≤ 40	L = WS ²	L = 60 ²
≥ 45	L = WS	L = 60 ²
Where: W = width of offset in feet S = Speed in mph		

TABLE 3 WORK ZONE SIGN SPACING "X"		
Road Type	Min. Spacing (feet)	
Arterials and Collectors with Work Zone Speed ≥ 40 mph	200	
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500	
Limited Access Roadways *	1,500	
* For Limited Access Roadways with work zone Speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.		

TABLE 4 BUFFER LENGTH "B"		
Work Zone Speed (mph)	Min. Length (feet)	Max. Length (feet)
25	155	200
30	200	250
35	250	305
40	305	360
45	360	425
50	425	495
55	495	570
60	570	645
65	645	730
70	730	815
Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 135 feet.		

REVISION:

LAST
REVISION
11/01/20



FY 2022-23
STANDARD PLANS

GENERAL INFORMATION FOR TRAFFIC
CONTROL THROUGH WORK ZONES

INDEX
102-600

SHEET
1 of 11

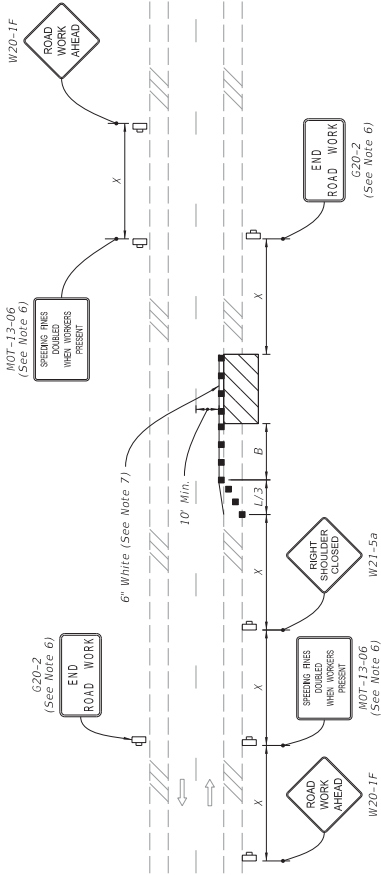
DEFINITIONS:		DESCRIPTION:		GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES		INDEX	SHEET
Regulatory Speed (In Work Zones)		LAST REVISION		FY 2022-23 STANDARD PLANS		102-600	2 of 11
The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit signs. The work zone speed must be shown or noted in the plans. This speed should be used as the minimum design speed to determine runout lengths, departure rates, flare rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, marker spacings, super-elevation and other similar features.		11/01/20					
Advisory Speed The maximum recommended travel speed through a curve or a hazardous area.							
Travel Way The portion of the roadway for the movement of vehicles. For traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.							
a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.							
b. Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.							
Detour, Lane Shift, and Diversion A detour is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.							
Aboveground Hazard An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4" in height and is firm and unyielding or doesn't meet breakdown requirements.							
TEMPORARY TRAFFIC CONTROL DEVICES:							
1. All temporary traffic control devices shall be ON the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.							
2. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered. Do not store temporary traffic control devices on the shoulder, sidewalk, or other roadway facility not affected by the work when work is suspended.							
3. Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.							
OVERHEAD WORK: (Cont.)							
OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA) Traffic shall be detoured, shifted, diverted or paced as to not encroach in the area directly below the overhead work operations in accordance with the appropriate index drawing or detailed in the plans. This option applies to, but not limited to, the following construction activities: a. Beam, girder, segment, and bent/pier cap placement. b. Form and falsework placement and removal. c. Concrete placement. d. Railing construction located at edge of deck. e. Structure demolition.							
OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE) Overhead cable and/or de-energized conductor installations initial pull to proper tension shall be done in accordance with the appropriate Index or temporary traffic control plan. Continuous pulling operations of secured cable and/or conductors are allowed over open lanes of traffic with no encroachment by any part of the work activities, materials or equipment within the minimal vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables at no time fall below the minimum vertical clearance. On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include: a. The temporary traffic control set up for the initial pulling of the pull rope across the roadway. b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.							
RAILROADS: Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.							
SIGHT DISTANCE: 1. Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves. 2. Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.							
ABOVEGROUND HAZARD: 1. Aboveground hazards (see definitions) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion. 2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.							

NOTE:

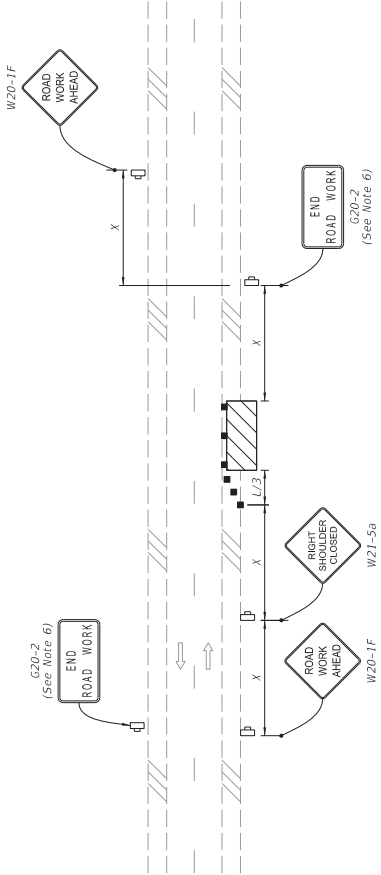
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

DESCRIPTION:

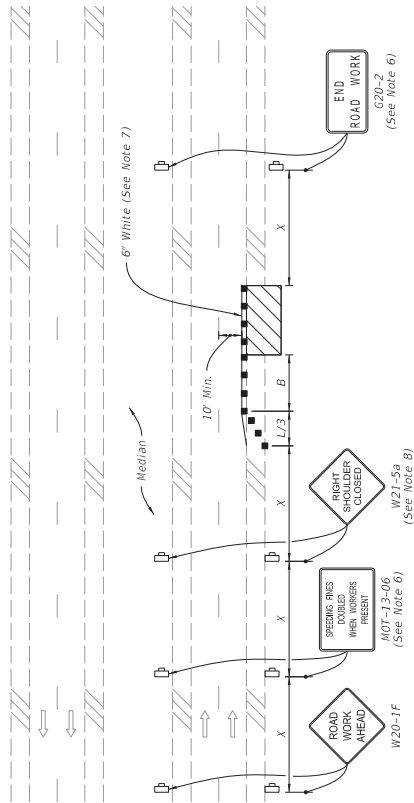
LAST
REVISION
11/01/21

FDOT
FY 2022-23
STANDARD PLANS

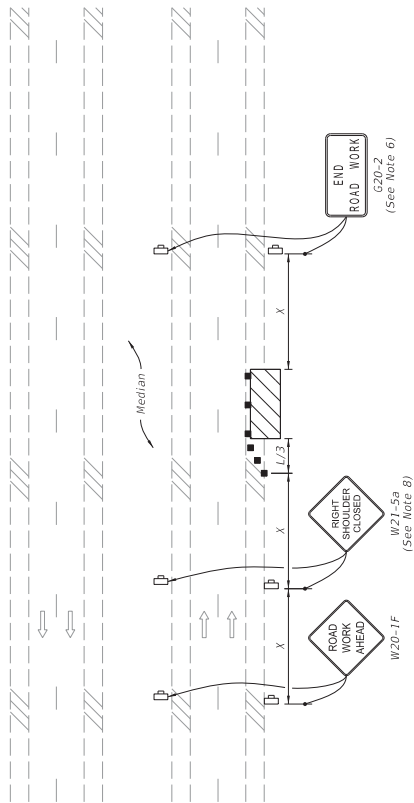
TWO-LANE AND MULTILANE, WORK ON SHOULDER

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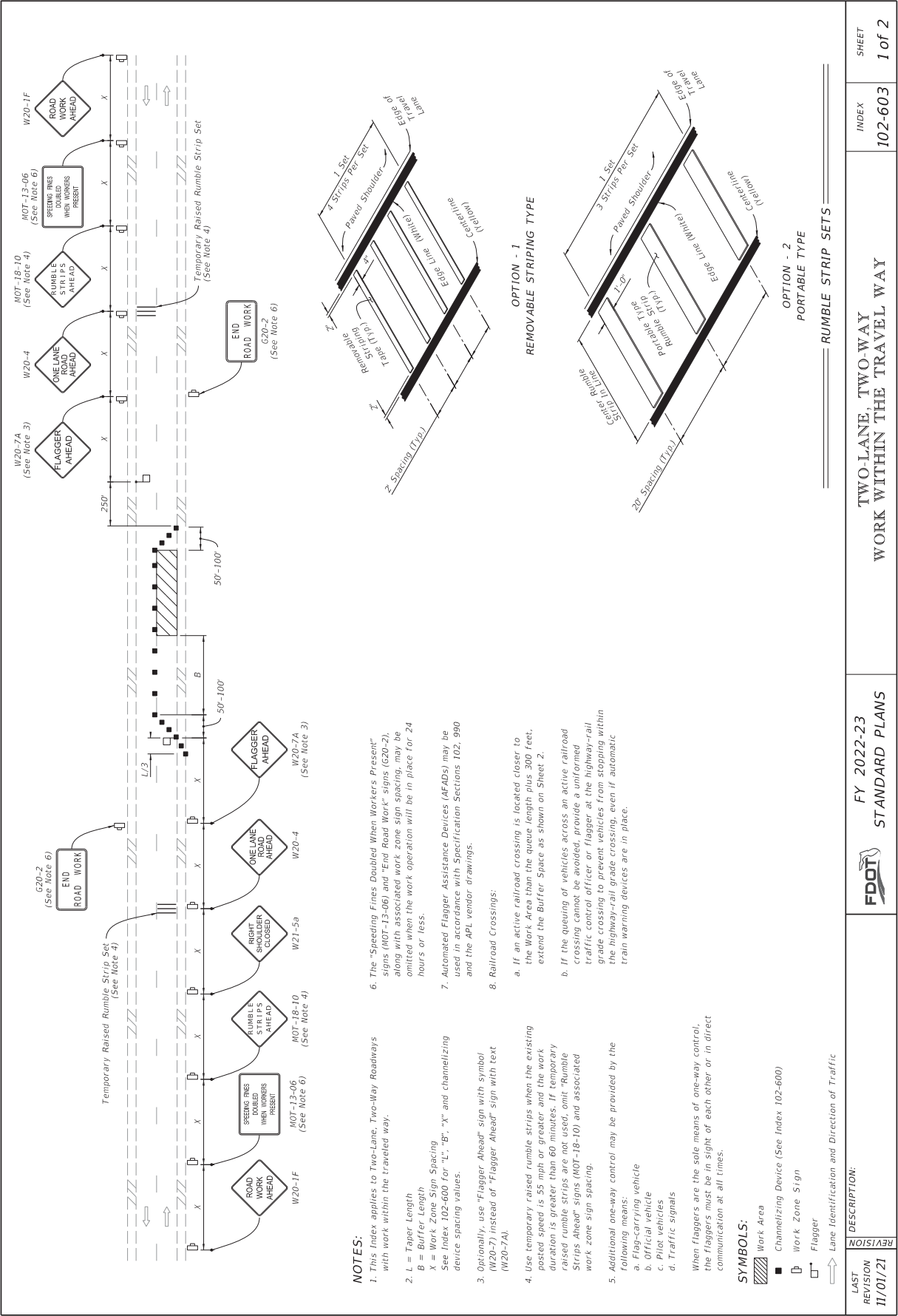
MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS

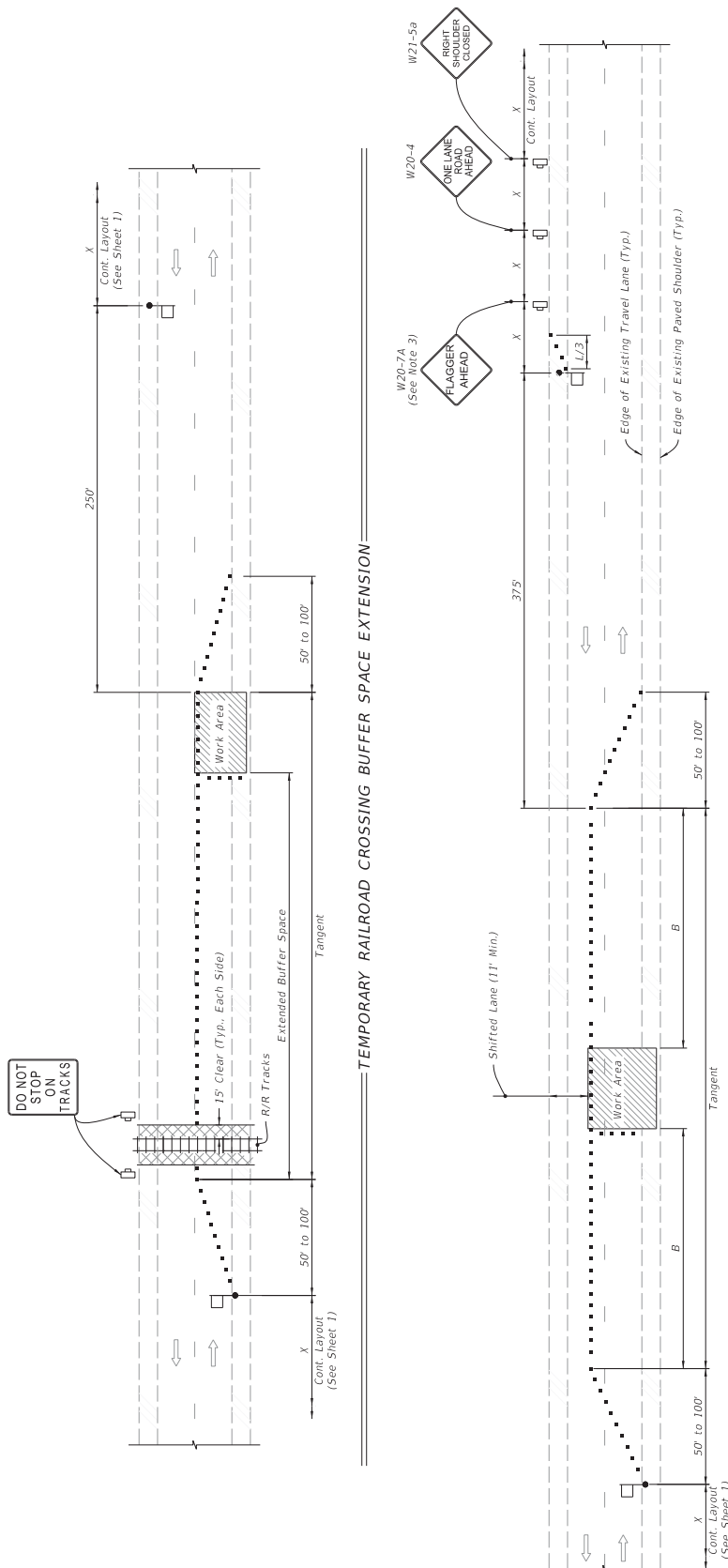


MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

- SYMBOLS:**
- Work Area
 - Channelizing Device (See Index 102-600)
 - Work Zone Sign
 - Lane Identification and Direction of Traffic

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	REVISION			
11/01/20		FDOT FY 2022-23 STANDARD PLANS	102-602	2 of 2





SYMBOLS:

- SYMBOLS:**
- | | |
|---|--|
|  | Work Area |
|  | Channelizing Device (See Index 102-600) |
|  | Work Zone Sign |
|  | Flagger |
|  | Lane Identification and Direction of Traffic |

SPECIAL CONDITIONS

TWO-LANE, TWO-WAY
WORK WITHIN THE TRAVEL WAY

FY 2022-23
STANDARD PLANS



DESCRIPTION:	
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LAST
REVISION
11/01/21

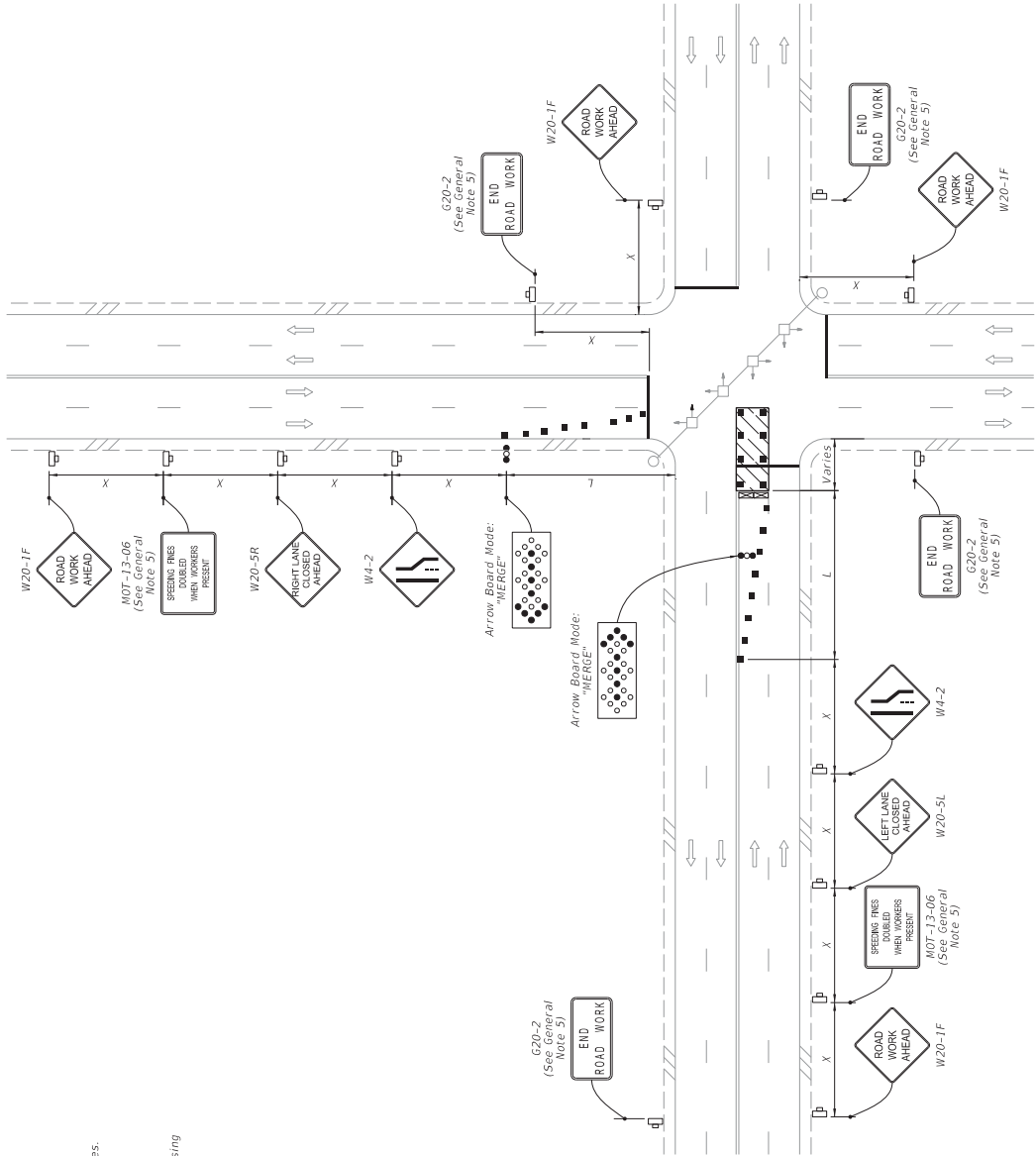
INDEX	SHEET
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SHEET
2 of 2

- GENERAL NOTES:**
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
 2. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
 3. District Traffic Operations Engineer must approve temporary signal phasing modifications prior to beginning of work.
 4. Use temporary "STOP" sign (R1-1) where the existing stop bar is more than 30' from the taper, remove or cover existing sign.
 5. The "Speeding Fines Doubled When Workers Present" sign (MOT-13-06) and "End Road Work" Sign (G20-2), along with associated Work Zone Sign Distances, may be omitted when the work operation will be in place for 24 hours or less. Additionally, arrow boards may be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
 6. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
 7. Dual Signs are required for divided roadways.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic



WORK IN INTERSECTION OF MULTILANE ROADWAY

REVISION:

LAST REVISION	REVISION
11/01/21	



FY 2022-23
STANDARD PLANS

MULTILANE ROADWAY, INTERSECTION WORK

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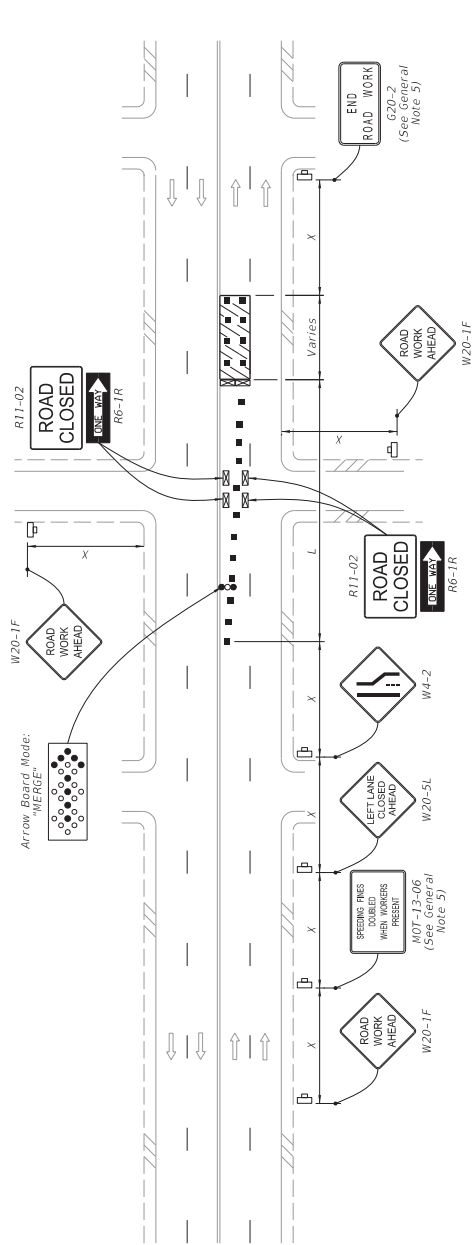
REVISION	DESCRIPTION:	 FY 2022-23 STANDARD PLANS	MULTILANE ROADWAY, INTERSECTION WORK	INDEX 102-615	SHEET 2 of 5
LAST REVISION 11/01/20					

NOTES:

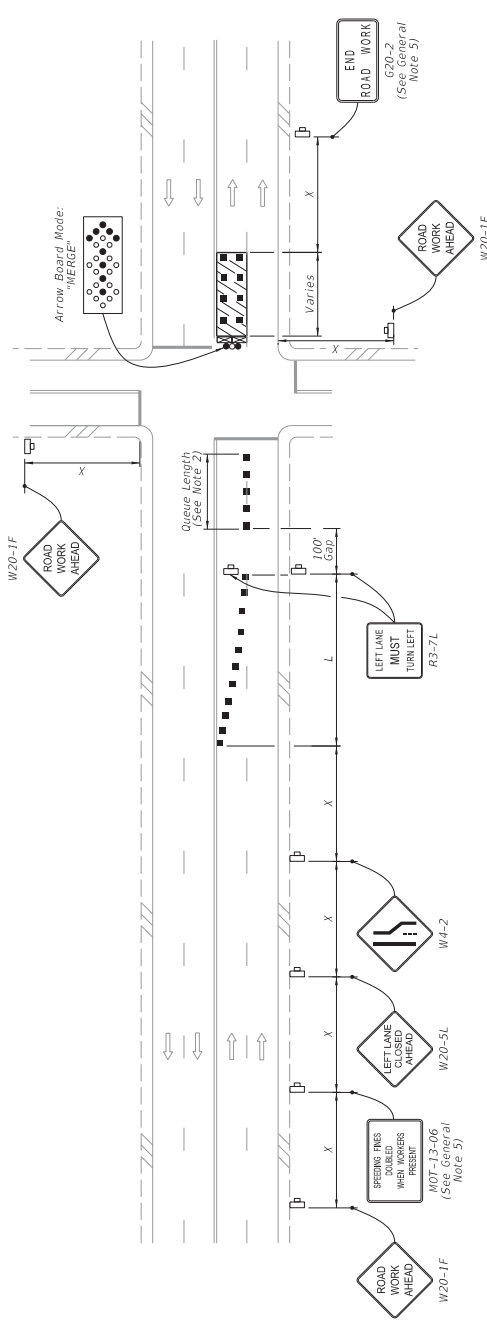
1. Confine work operations to the following lane or lane combinations:
 - a. Outside travel lane
 - b. Outside auxiliary lane
 - c. Outside travel lane and adjoining auxiliary lane
 - d. Inside travel lane
 - e. Inside auxiliary lane
 - f. Inside travel lane and adjoining auxiliary laneIf the work area is confined to an auxiliary lane, the work area must be barricaded. Replace the RIGHT (LEFT) LANE CLOSED AHEAD signs with ROAD WORK AHEAD signs, and omit the merge symbol signs and arrow board.
2. Provide sufficient Queue Length so that left-turning vehicles do not block through lanes.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic



LEFT LANE CLOSED ON FAR SIDE OF MINOR SIDE STREET - RESTRICTED TURNING MOVEMENTS



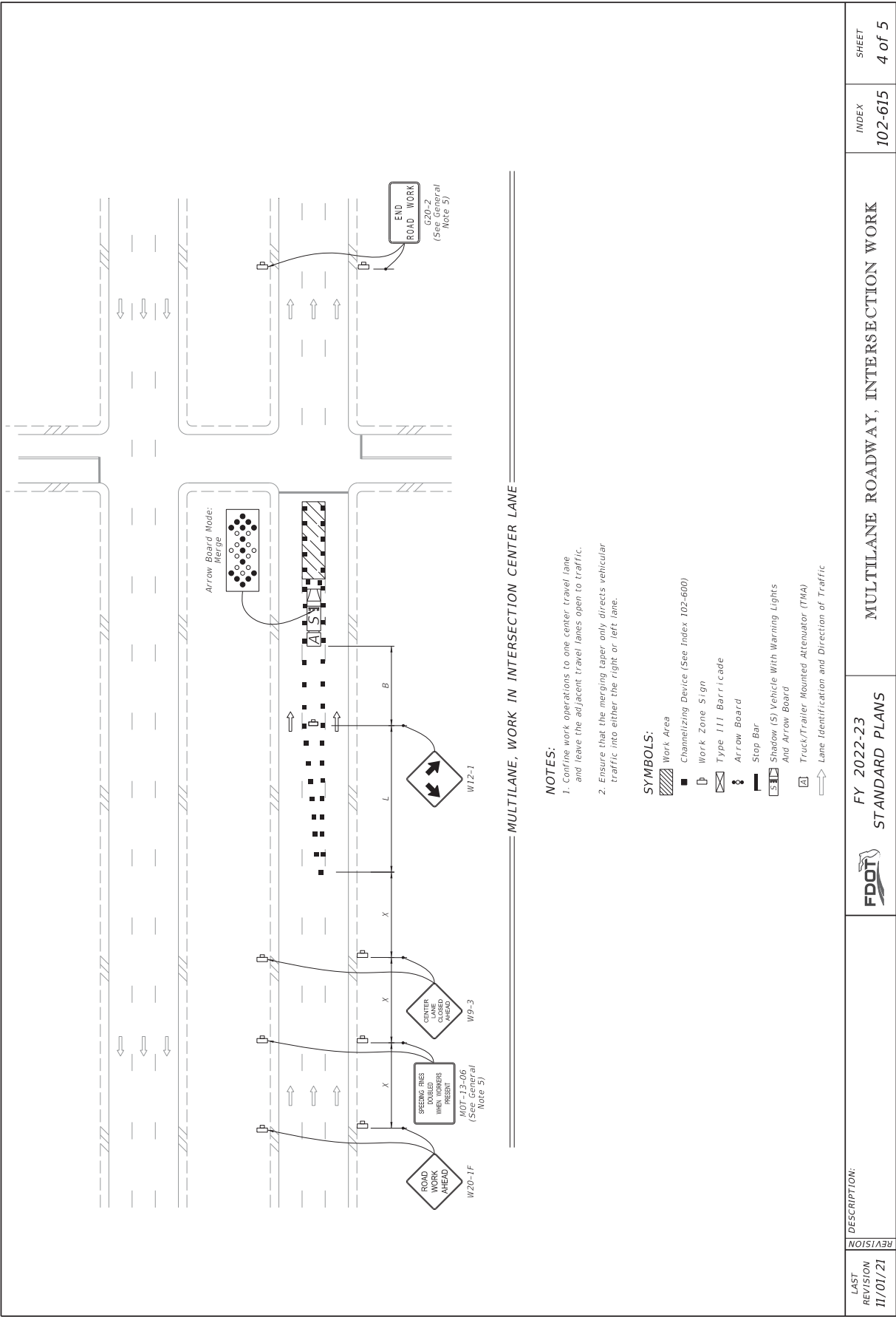
LEFT LANE CLOSED ON FAR SIDE OF INTERSECTION TURNING MOVEMENTS ALLOWED

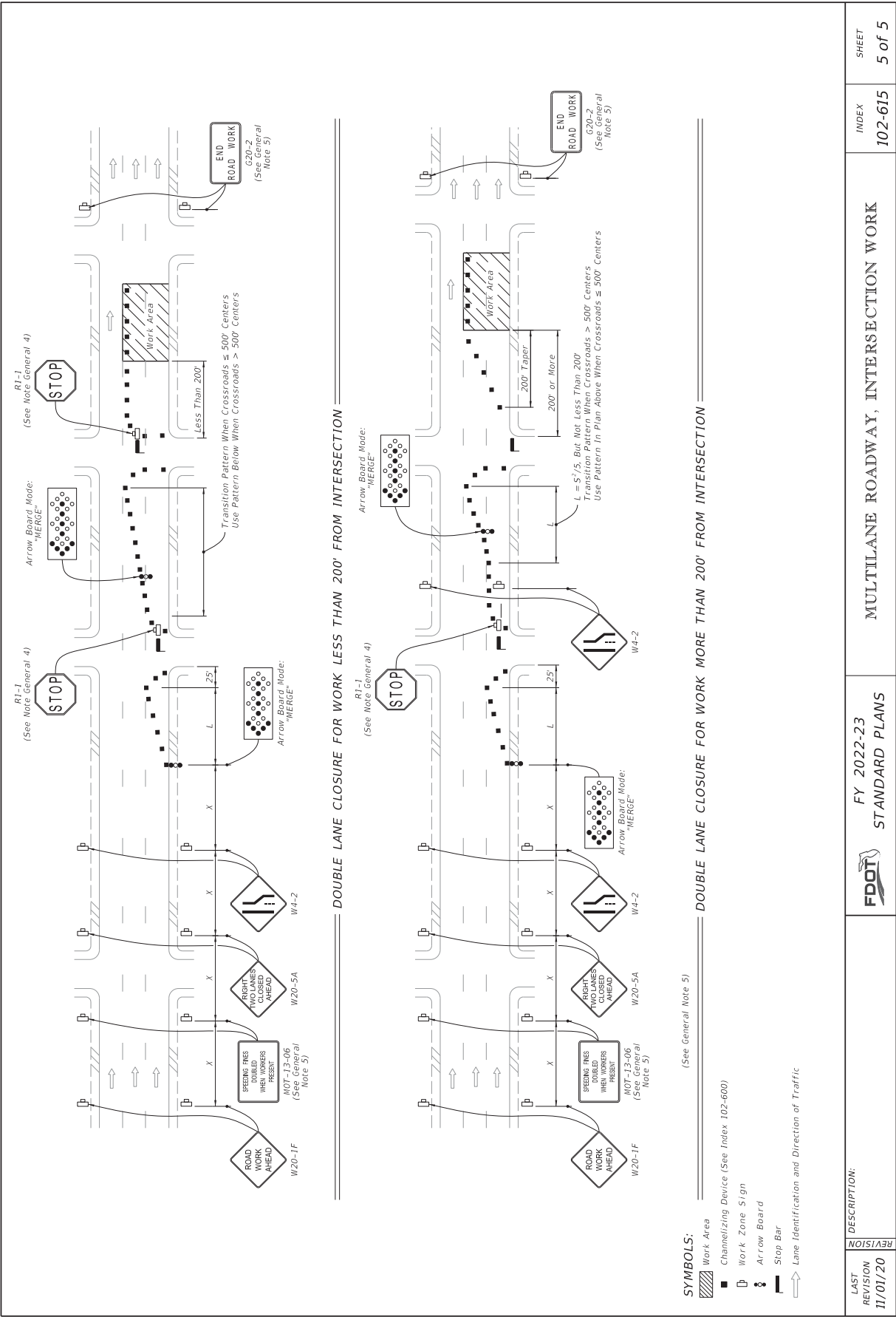
LAST REVISION	DESCRIPTION:
11/01/20	

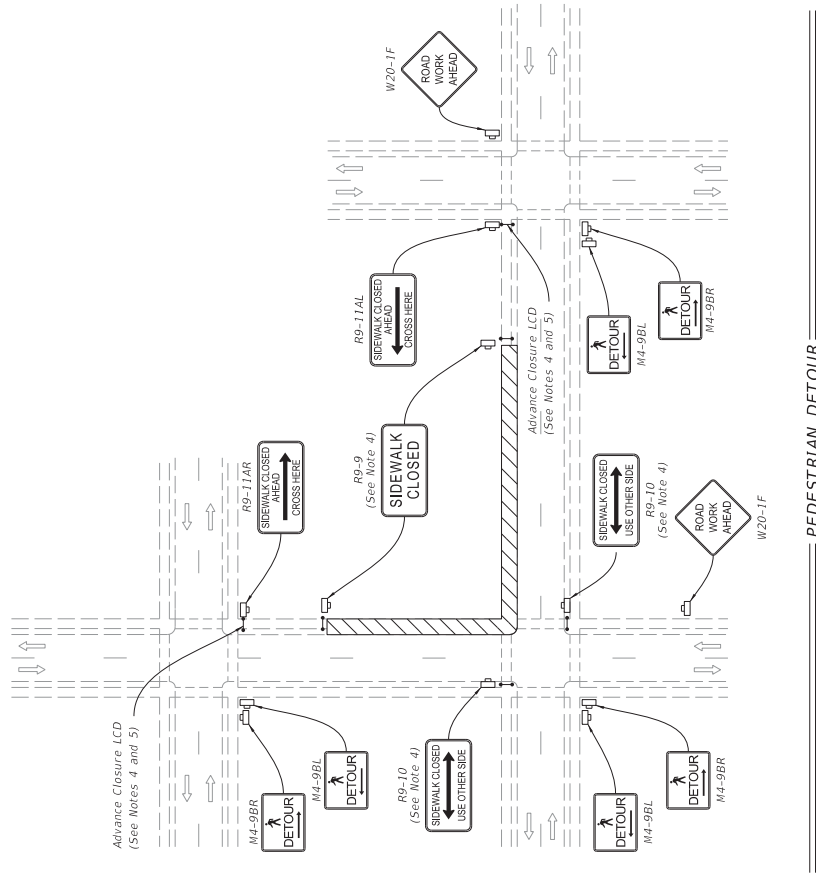
FDOT	FY 2022-23 STANDARD PLANS
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MULTILANE ROADWAY, INTERSECTION WORK

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PEDESTRIAN DETOUR:

LAST REVISION 11/01/20	DESCRIPTION:	 FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX 102-660	SHEET 1 of 2
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NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closure" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

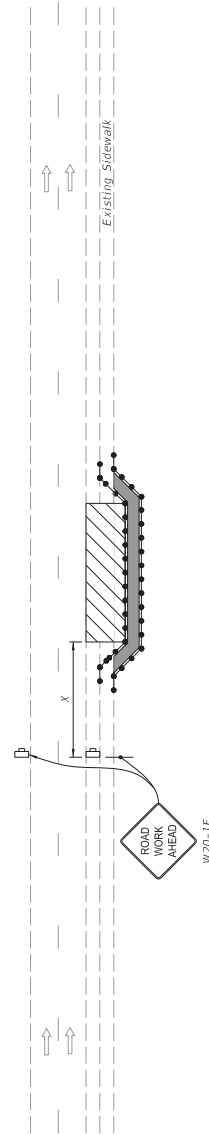
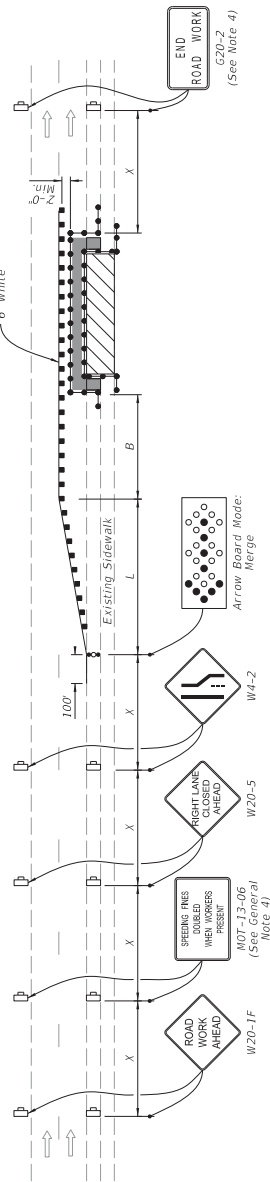
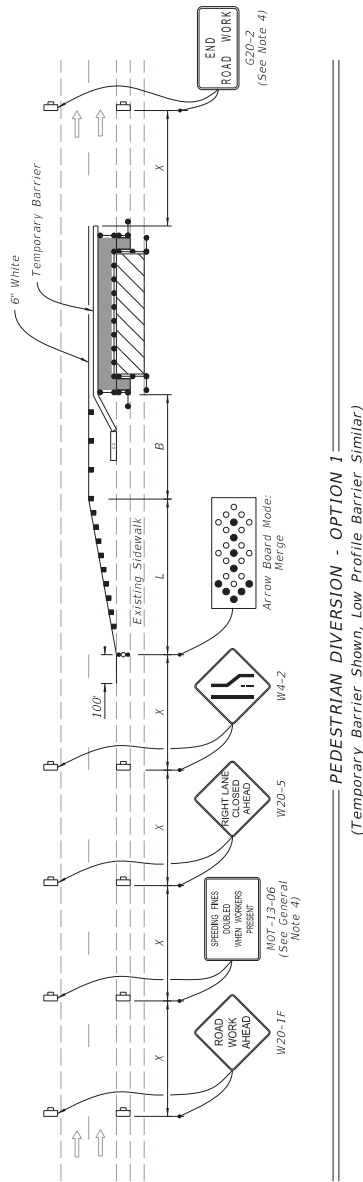
SYMBOLS:

Work Area

 Work Zone Sign

Pedestrian Longitudinal Channelizing Device (LCD)

↑ Lane Identification and Direction of Traffic



NOTES:

1. L = Taper Length
 B = Buffer Length
 X = Work Zone Sign Spacing
 See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'.
 Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 322-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

- | | |
|---|---|
|  | Work Area |
|  | Temporary Pedestrian Way |
|  | Channelizing Device (See Index 102-600) |
|  | Pedestrian Longitudinal Channelizing Device (LCD) |
|  | Work Zone Sign |
|  | Arrow Board |
|  | Crash Cushion |
|  | Lane Identification and Direction of Traffic |

LAST REVISION 11/01/21	DESCRIPTION:  FY 2022-23 STANDARD PLANS	INDEX 102-660	SHEET 2 of 2
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**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20230094-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 2
BATES PAGE(S): 35 - 39
FILED: OCTOBER 12, 2023**

- 2.** Please provide staff with a clear copy of Exhibit A of the petition.
- A.** Please see attached Exhibit A, the proposed Gas Service Agreement with Tampa Port Authority, to the petition. Additionally, the company attaches an unaltered version of the company's Gas Service Agreement for comparison purposes.



Gas Service Agreement

No. Q6UJ9A03E2N9

Business Partner Name (Customer) TAMPA PORT AUTHORITY		Phone (813) 241-1701	Cell Phone (813) 955-5007	E-mail nsanchez@tampaport.com
Service Address 6807 Lakeview Center Drive		City Tampa	State FL	Zip 33619
Doing Business As (DBA) Port Tampa Bay		City Limits (Enter Yes or No)	County Name Hillsborough	
Mailing Address 1101 Channelside Drive.		City Tampa	State FL	Zip 33602
Contact Name Norberto Sanchez		Phone (813) 241-1701	E-mail nsanchez@tampaport.com	
Federal ID 59-6001256	Tax Exempt (Yes or No)	Date Service Line Requested 04/01/2023	Date Gas Service Requested 04/01/2023	
Field Contact Name Eric Nash		Phone (850) 417-0845	E-mail enash@blackwatercsllc.com	

SALES INSTRUCTIONS/REMARKS

SERVICE TYPE

Commercial service to generator	Main (Enter On or Off)	On
	New (N), Added Load (AL), Conversion (Co)	N
	Reactivate (RA)	Manifold (MA)
	Residential (R), Commercial (C)	C
	Industrial (I)	
	Rate Class	CS-SG
Map #		

QTY.	APPLIANCE TYPE	PEAK HR DEMAND CF/H	ANNUAL THERMS PRESENT	ANNUAL THERMS ADDITIONAL	PRESSURE AT EQPT.	FINANCIAL INFORMATION	OTHER SERVICES
1	GE	3000			2 lb	Gas Deposit \$125.92	WH Billing Prog
						Turn-on Charge \$100.00	Conversion Bill
						Aid to Construction (Non-Refundable) \$0.00	Other 600000001142
						Construction Deposit	Other
						Prepayment	Other
						Balance Due \$225.92	Other
DEALER INFORMATION (if applicable)							
						Dealer Name	
						Dealer Phone	Alt Phone
						Services to be provided by Dealer	
TOTAL		3000		500			

TO BE COMPLETED BY PGS ONLY

Meter Size	Regulator Size	BP#	1100876042	CA#
System Pressure	Delivery Pressure	Premise#		Install#
Conversion Propane Company		Meter#		Project#

REMARKS

I have read all of the terms and conditions on the second page and agree to them.

20426

Sales Rep ID #

Business Partner/Customer Signature

Sales Rep Signature

Frank Hernandez

Business Partner/Customer Printed Name

Date

Sales Rep Printed Name

Date

PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE

PHONE #: 1-877-832-6747

Gas Service Agreement No. Q6UJ9A03E2N9

Page 2

NATURAL GAS SERVICE TERMS AND CONDITIONS:

The applicant named on the first page hereof ("Customer") makes application to Peoples Gas System, Inc. ("Company") for natural gas service under the rate classification indicated on the first page hereof according to the following terms and conditions in consideration of the Company's agreement to deliver natural gas to Customer pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Gas is to be delivered to Customer at the outlet side of the Company's gas meter serving the premises indicated on the first page hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer's property, the site therefor to be furnished free of charge by Customer.

The Company and its representatives are hereby authorized to enter upon and install on Customer's property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building(s). The gas pipe from the Company's gas system to and including said meter or meters shall be owned, operated, and maintained by the Company, with a ~~perpetual~~ right of ingress and egress thereto for a period of 40 years, hereby granted to the Company for such purposes. At the expiration of the 40-year period, such ingress and egress right granted to the Company shall automatically extend, in one year intervals, concurrent with the 12 month renewal term of this agreement. If Customer terminates this agreement, the ingress and egress rights granted to Company shall terminate, however, Company shall have ingress and egress rights, for a reasonable period of time, for the purpose of Company capping and abandoning the pipe that is the subject of this agreement. Installation of Company's facilities may require that Company be granted an easement. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation. A customer receiving gas service under the residential or commercial standby generator tariff rate shall be obligated to remain on that schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

UNDERGROUND FACILITIES:

Prior to construction of gas pipeline, it is extremely important that the Company be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc., located on Customer's property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer's property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.). To the extent permitted by law, Customer-and agrees to indemnify and hold Company harmless for any damages arising out of Customer's failure to do so.

GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR INCOME, LOSS OF PRODUCTION, RENTAL EXPENSES FOR REPLACEMENT PROPERTY OR EQUIPMENT, DIMINUTION IN VALUE OF REAL PROPERTY, EXPENSES TO RESTORE OPERATIONS, OR LOSS OF GOODS OR PRODUCTIONS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer understands and acknowledges that the dealer (if any) identified on the first page of this document ("Dealer") is not affiliated in any way with the Company and has not been engaged by the Company as a contractor or subcontractor. The Company assumes no responsibility whatsoever for any acts or omissions of, or any services or goods provided by, such Dealer.

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

NOTE: I acknowledge installation of the required gas line will not be scheduled until the required easement is signed by the landowner and received by Peoples Gas System, Inc. _____ (customer initials)

Customer – Authorized Signature

Name

Title

		Gas Service Agreement				No.	
Business Partner Name (Customer)				Phone		Cell Phone	
Service Address				City		State	
Doing Business As (DBA)				City Limits (Enter Yes or No)		County Name	
Mailing Address				City		State	
Contact Name				Phone		E-mail	
Federal ID		Tax Exempt (Yes or No)		Date Service Line Requested		Date Gas Service Requested	
Field Contact Name				Phone		E-mail	
SALES INSTRUCTIONS/REMARKS						SERVICE TYPE	
						Main (Enter On or Off)	
						New (N), Added Load (AL)	
						Reactivate (RA) Manifold (MA)	
						Residential (R), Commercial (C)	
						Industrial (I)	
						Rate Class	
						Map #	
QTY.	APPLIANCE TYPE	PEAK HR DEMAND CF/H	ANNUAL THERMS PRESENT	ANNUAL THERMS ADDITIONAL	PRESSURE AT EQPT.	FINANCIAL INFORMATION	
						OTHER SERVICES	
						Gas Deposit	WH Billing Prog
						Turn-on Charge	Conversion Bill
						Aid to Construction	Other
						Construction Deposit	Other
						Prepayment	Other
						Balance Due	Other
						DEALER INFORMATION (if applicable)	
						Dealer Name	
						Dealer Phone Alt Phone	
						Services to be provided by Dealer	
TOTAL							
TO BE COMPLETED BY PGS ONLY							
Meter Size		Regulator Size		BP#		CA#	
System Pressure		Delivery Pressure		Premise#		Install#	
Conversion Propane Company		Meter#		Project#			
REMARKS							
I have read all of the terms and conditions on the second page and agree to them.							
Business Partner/Customer Signature				Sales Rep Signature		Sales Rep ID #	
Business Partner/Customer Printed Name				Sales Rep Printed Name		Date	
PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE						PHONE#: 1-877-832-6747	

Gas Service Agreement No.

NATURAL GAS SERVICE TERMS AND CONDITIONS:

The applicant named on the first page hereof ("Customer") makes application to Peoples Gas System, Inc. ("Company") for natural gas service under the rate classification indicated on the first page hereof according to the following terms and conditions in consideration of the Company's agreement to deliver natural gas to Customer pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Gas is to be delivered to Customer at the outlet side of the Company's gas meter serving the premises indicated on the first page hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer's property, the site therefor to be furnished free of charge by Customer.

The Company and its representatives are hereby authorized to enter upon and install on Customer's property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building(s). The gas pipe from the Company's gas system to and including said meter or meters shall be owned, operated, and maintained by the Company with a perpetual right of ingress and egress thereto, hereby granted to the Company for such purposes. Installation of Company's facilities may require that Company be granted an easement. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation. A customer receiving gas service under the residential or commercial standby generator tariff rate shall be obligated to remain on that schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

UNDERGROUND FACILITIES:

Prior to construction of gas pipeline, it is extremely important that the Company be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc., located on Customer's property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer's property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.), and agrees to indemnify and hold Company harmless for any damages arising out of Customer's failure to do so.

GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR INCOME, LOSS OF PRODUCTION, RENTAL EXPENSES FOR REPLACEMENT PROPERTY OR EQUIPMENT, DIMINUTION IN VALUE OF REAL PROPERTY, EXPENSES TO RESTORE OPERATIONS, OR LOSS OF GOODS OR PRODUCTIONS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer understands and acknowledges that the dealer (if any) identified on the first page of this document ("Dealer") is not affiliated in any way with the Company and has not been engaged by the Company as a contractor or subcontractor. The Company assumes no responsibility whatsoever for any acts or omissions of, or any services or goods provided by, such Dealer.

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

NOTE: I acknowledge installation of the required gas line will not be scheduled until the required easement is signed by the landowner and received by Peoples Gas System, Inc. _____ (customer initials)

Customer – Authorized Signature

Name

Title

**PEOPLES GAS SYSTEM, INC.
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- 3.** Please list any other facilities besides the pipeline that will be constructed on, below, or above the easement.
 - A.** The Tampa Port Authority (TPA) has requested the construction of a service line that will connect Peoples' gas main to TPA's gas-fired electric generator located on TPA property. This service line will be constructed along with the riser/meter set to facilitate the connection of TPA's gas-fired electric generator to the service line. Although not considered as a facility within the easement, the company has also constructed an approximate 450-foot long extension of the main pipeline within the right of way to provide the service to TPA.

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- 4.** What is the estimated construction timeline for the pipeline and any other facilities that will be on the easement? Please explain.
- A.** The estimated time to complete this service line is approximately three days.

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- 5.** What is the size and distance of the pipe that will be constructed on the easement?
- A.** The service line constructed in the easement will be 1 1/4 " in diameter and approximately 258 linear feet.

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- 6.** What quantity of gas will Tampa Port Authority take service for annually?
 - A.** Peoples conducted flow modeling based on the size of the generator at approximately 500 therms per year at a capacity 3,000 cubic feet per hour.

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- 7.** Will any other customers connect to the facilities that are constructed on the easement? Please explain.
 - A.** No. No other customer may connect to the service line constructed for the TPA for primarily two reasons. First, the facilities – a service line and a rise/meter set – within the easement are fully located on property owned and maintained by the TPA. Please see the Easement Agreement provided in response to data request number 1 above; Second, connecting other customers to a service line instead of a gas main would be inconsistent with best practices.

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- 8.** Would it be possible for another customer to connect to the pipeline constructed on the easement if it was the most practical option according to engineering best practices? Please explain.

- A.** No, as explained above, connecting another customer to the service line that is being constructed on the easement would not meet engineering best practices as the company typically does not run a service line off a service line, even if it is for the same customer. Further, if the TPA desired additional gas service, it would require a new service line and another grant of easement.

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- 9.** Given the proposed modifications to the easement terms, how would the utility handle a request for service from another customer, assuming the most appropriate project design would use the easement granted by the Tampa Port Authority? Please explain.
- A.** Another customer could not use the easement granted by the TPA because the facilities constructed on the easement only include a service line and a riser/meter set. Any other customer would be required to connect to the existing 2" plastic main pipeline located in the right of way outside of the TPA property.