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FPSC - COMMISSION CLERK

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August 25, 2023

VIA ELECTRONIC FILING

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

Re: New Docket No. _____
Petition of Peoples Gas System, Inc. for Approval of a Special Contract with the Tampa
Port Authority

Dear Mr. Teitzman:

Please find attached for filing Peoples Gas System, Inc.'s Petition for Approval of Special
Contract with the Tampa Port Authority.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink that reads 'V. Ponder'.

Virginia Ponder

VLP/ne
Attachment

cc: Karen Bramley
Paula Brown

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of special contract)
with Tampa Port Authority, by Peoples)
Gas System, Inc.)

Docket No.:
Filed: August 25, 2023

**PETITION FOR APPROVAL
OF SPECIAL CONTRACT**

Peoples Gas System, Inc. (“Peoples” or “the company”) pursuant to Section 366.06, Florida Statutes and Rule 25-9.034, Florida Administrative Code, hereby petitions the Commission for approval of a special contract with the Tampa Port Authority, and in support thereof states:

1. The Petitioners’ names and addresses are:

Peoples Gas System, Inc.
P. O. Box 2562
Tampa, Florida 33601-2562

2. The persons to whom notices, orders, pleadings and correspondence in this docket should be addressed are:

Jeff Wahlen
jwahlen@ausley.com
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Virginia Ponder
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Tampa, Florida 33601-0111

Karen Bramley
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Director, Regulatory Affairs
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Post Office Box 2562
Tampa, Florida 33601-2562

3. Peoples is a natural gas local distribution company subject to the Florida Public Service Commission's ("Commission" or "FPSC") jurisdiction pursuant to Chapter 366, Florida Statutes. The company operates 14 service areas with over 465,000 residential, commercial, industrial, and electric power generation customers. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602. Peoples is a wholly owned subsidiary of TECO Gas Operations Inc., which is a subsidiary of TECO Energy, Inc., which is a wholly owned subsidiary of Emera United States Holdings, Inc., which is a wholly owned subsidiary of Emera Incorporated.

4. The Tampa Port Authority (the "Port") is the governing body and port authority of the Hillsborough County Port District, an independent special district of the State of Florida created by Chapter 95-488, Laws of Florida (the "Enabling Act").

5. In compliance with paragraph (2)(d) of Rule 28-106.201, Florida Administrative Code, Peoples is not aware of any disputed issues of material fact at this time and does not believe any disputed issues of material fact will arise in this docket but acknowledges the possibility that other parties could assert disputed issues of material fact during this proceeding.

6. Peoples' substantial interests will be directly affected by the Commission's resolution of this Petition, in that the Commission's decision will determine whether Peoples will be permitted to provide firm gas service to the Port pursuant to the negotiated contract, and on terms acceptable to Peoples and favorable to the company's general body of ratepayers.

7. Pursuant to Rule 25-9.034, Florida Administrative Code, Commission approval is required for a contract entered into by a utility that deviates from the utility's filed regulations and standard approved form tariff agreements. Attached hereto as Exhibit A is Peoples' proposed Gas Service Agreement ("the Special Contract") which qualifies as a special contract requiring commission approval under the Rule.

8. The Commission is vested with jurisdiction of this matter in accordance with Sections 366.06, Florida Statutes, pursuant to which the Commission is authorized to determine whether the rates requested, demanded, charged, or collected by any public utility for its service are fair, just, and reasonable, as well as the rules, regulations, or practices of any public utility affecting such rates.

The Company's Gas Service Agreement

9. The company's standard form gas service agreement ("GSA"), contained within Tariff Sheet No. 8.102, is completed by a customer in order to initiate natural gas service. The GSA provides the company with a wide range of customer information including, the customer's contact information, service address, estimated usage and rate classification.

10. The reverse side of the GSA, Sheet No. 8.102-1, contains the following sections: (i) Natural Gas Service Terms and Conditions ("Terms and Conditions"); (ii) Underground Facilities; and (iii) General Terms and Conditions Applicable to Natural Gas Service. Additionally, at the bottom of the page is a section for the customer's signature.

11. Included within the Terms and Conditions is a grant of a "*perpetual* right of ingress and egress" to allow the operation and maintenance of the company's gas pipe and gas meter installed upon the customer's property required for gas service. (emphasis added)

12. The company's standard indemnity provision is within the Underground Facilities section and specifies that the 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 [c]ompany harmless for any damages arising out of Customer's failure to do so.

The Port's Enabling Act

13. The Port’s Enabling Act provides the Port with all the powers necessary to carry out the provisions of its Enabling Act and has “the specific responsibility of planning and of carrying out plans for the long-range development of the facilities of and traffic through the port in the port district.” Chapter 95-488, Section 7, Laws of Florida.

14. The Enabling Act also provides for certain conditions related to easements and rights of way. Specifically, the Enabling Act provides that:

[e]asements for rights of way for railroads, pipelines, gas pipes, and electric transmission, telephone, and telegraph lines may be granted by the port authority for a period not to exceed 40 years with an option of 40 years without the approval, of the electors, but no such easement shall be exclusive, and every easement shall be subject to the right of the port authority or its successors and assigns to use and occupy the lands over or under the pipe or other line for any legitimate purpose.

Ch. 95-488, Sec. 7(b).

15. The Port, as a political subdivision of the State of Florida, does not have the authority to indemnify or to waive its sovereign immunity status beyond the prescribed limits of Section 768.28, Florida Statutes.

The Proposed Special Contract

16. The Port desires gas service to run a standby gas-fired electric generator that would provide the Port with resiliency in the event of a loss of electric power.

17. The Special Contract modifies the term of the grant of easement and the indemnification language of the standard form GSA to comport with the Port’s Enabling Act and its status as an agency of the state. Specifically, the right of ingress and egress is limited to a period of 40-years with automatic extensions in one-year intervals at the expiration of the 40-year period. Additionally, the Special Contract modifies the standard form GSA’s language regarding

indemnification to specify that the customer’s indemnification of the company is “to the extent permitted by law.”

Conclusion

18. The Special Contract is justified, in the best interest of and does not harm Peoples’ ratepayers because the provisions thereof consist solely of administrative changes to the company’s standard form GSA that conform to the Port’s Enabling Act and its status as a political subdivision of the State of Florida.

WHEREFORE, Peoples Gas System, Inc. respectfully requests the Commission to approve the Gas Service Agreement between Peoples and the Port as a special contract.

RESPECTFULLY SUBMITTED this 25th day of August 2023.



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ATTORNEYS FOR PEOPLES GAS SYSTEM, INC.

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 ~~potential~~ 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
