

REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of a special contract)
with Nopetro-Orlando, LLC, by Peoples Gas)
System.)
_____)

Docket No.
Submitted for Filing:
2-16-15

**PEOPLES GAS SYSTEM'S REQUEST
FOR CONFIDENTIAL TREATMENT**

Pursuant to Section 366.093, *Florida Statutes*, Peoples Gas ("Peoples" or the "Company"), submits the following Request for Confidential Treatment of portions of the Letter of Authorization ("LOA") between Peoples and Nopetro - Orlando, LLC ("Nopetro"), and exhibits to the petition for approval of such agreement which is submitted for filing in the above docket concurrently herewith:

1. Attached hereto as Exhibit A is a detailed justification for the requested confidential treatment of the highlighted portions of the petition (to which the LOA is an exhibit). The LOA is sometimes referred to hereinafter as the "special contract".

2. The material for which confidential classification is sought is intended to be and is treated as private by both Peoples and Nopetro, and has not been disclosed.

3. Peoples requests that the information for which it seeks confidential classification not be declassified until two months after the expiration of the term of the special contract. The detailed justification for non-disclosure of the highlighted portions of the special contract and Exhibits B and C to the petition for its approval (see Exhibit A attached hereto) also establishes good cause for the Commission's finding that the protection from disclosure should extend for a period longer than 18 months (see Section 366.093(4), *Florida Statutes*). The time period requested is necessary to protect the competitive information (*i.e.*, the level of the rates at which service will be provided to Nopetro under the special contract, the quantities for which such

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rates will apply, and other information) from disclosure to Peoples' competitors and to other customers in order to allow Peoples, should it become necessary, to negotiate future gas service arrangements with other customers on favorable terms based on the specific factual circumstances of such customers. The period of time requested will ultimately protect Peoples and its customers by any such future arrangements being entered into based only on the facts and circumstances then applicable.

WHEREFORE, Peoples submits the foregoing as its request for confidential treatment of the information identified in Exhibit A.

Respectfully submitted,



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Macfarlane Ferguson & McMullen
P. O. Box 1531
Tampa, Florida 33601-1531

Attorneys for Peoples Gas System

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Request for Confidential Treatment, filed on behalf of Peoples Gas System, has been furnished electronically to the Office of Public Counsel, 812 Claude Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 13th day of February, 2015.



Ansley Watson, Jr.

LETTER OF AUTHORIZATION AND EXHIBITS B AND C TO PETITION

The only information in the special contract for which Peoples seeks specified confidential treatment, and non-disclosure pursuant to Chapter 119, *Florida Statutes*, is highlighted on the Addendum to the LOA, and on Exhibits B and C to the petition for approval of the special contract.

The information is the rates at which Peoples will provide gas service to Nopetro under the special contract, the incremental quantity thresholds at which the various rates apply, other information affecting the level of the rate to be charged, and other information regarding the conditions upon which Peoples will provide service to Nopetro. It is also information from which the rates could be calculated. All is information directly relating to Peoples' competitive interests which, if made public, "would impair the competitive business" of Peoples in the event it should become necessary in the future to negotiate similar arrangements with other customers or potential customers. Section 366.093(3)(d), *Florida Statutes*. Disclosure of the specific levels of the rates at which Peoples will provide gas service to Nopetro would give other customers or potential customers a benchmark or target toward which to negotiate in dealing with Peoples, notwithstanding that their particular circumstances may not be the same as, or even similar to, those of Nopetro (which circumstances prompted Peoples to enter into the special contract for which the Commission's approval is sought in this docket).

Disclosure of this information, which consists of the rates and other terms and conditions of service offered by Peoples to NoPetro to ensure that, during the term of the special contract, the customer will use sufficient quantities of natural gas at its compressed natural gas facility to warrant the extension of facilities made by Peoples in order to provide service, would damage Peoples in its ability to engage in possible future negotiations with this customer on rates and terms of service which are most favorable to Peoples and its ratepayers, and hamper the Company in its ability to negotiate in the future with other customers and potential customers in similar situations, or those who may be contemplating either the bypass of Peoples' distribution system or switching to a fuel other than natural gas, or never choosing to use the Peoples' distribution system at all. It is reasonably likely that the end result of disclosing this information would be, at best, a reduction in revenues to Peoples and, at worst, a loss of future customers or potential customers to alternative suppliers, including those of an alternate fuel.

EXHIBIT A

LETTER OF AUTHORIZATION

NATURAL CHOICE TRANSPORTATION SERVICE
Letter of Authorization

Peoples Gas System ("PGS")
P.O. Box 2562
Tampa, Florida 33601-2562

TO WHOM IT MAY CONCERN:

This letter constitutes a formal request by the undersigned ("Customer") for gas transportation service pursuant to PGS's Rider NCTS and other applicable provisions of PGS's applicable Natural Gas Tariff, as the same may be amended from time to time, for the following PGS customer account number(s):

ACCOUNT NUMBER(S):

CUSTOMER CONTACT:

Company: Nopetro-Orlando, LLC, a Florida limited liability company
Contact Name: Jonathan "Jack" Locke
Address: 2625 Ponce de Leon Blvd.
City, State, Zip Code: Coral Gables, FL 33134
Phone: 305-441-9059 Fax: 305-379-4208
E-mail Address: jlocke@nopetro.com

As signified by initials in the box, Customer hereby authorizes PGS to release to the "Pool Manager" named below, the twelve-month historic gas usage for the accounts listed above. Customer understands that said Pool Manager will be assessed a fee of \$20 per account, payable upon receipt of request, for the authorized information.

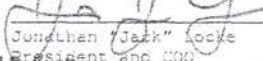
Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the gas purchased by Customer from or through Pool Manager to PGS pursuant to the Firm Delivery and Operational Balancing Agreement between PGS and Pool Manager (the "Firm Delivery Agreement").

Provided the Firm Delivery Agreement is in effect at the time gas is tendered to PGS by or on behalf of Pool Manager for Customer's account(s) listed above, PGS will transport gas delivered for such account(s) pursuant to Rider NCTS, the applicable provisions of PGS's tariff on file with the Florida Public Service Commission ("FPSC"), as the same may be amended from time to time, and the provisions of Addendum A to this Letter of Authorization.

Subject to the terms of Rider NCTS and the Firm Delivery Agreement, such service shall continue until Customer, Pool Manager, or PGS gives written notice to the others of the termination of such service in accordance with Rider NCTS. If the Firm Delivery Agreement is terminated for any reason as it applies to any Gas to be delivered for Customer's account(s) for transportation by PGS, PGS shall have the right to immediately terminate transportation service to the above account(s) under Rider NCTS.

Customer understands that it may terminate participation in Rider NCTS with thirty (30) days' notice and return to sales service from the Company. However, the Customer must then remain on sales service for the following twelve-month period. In the event the Pool Manager terminates its agreement with the Customer without the Customer's consent, the Customer may return to Rider NCTS, but not to the same Pool Manager within the twelve-month period.

Customer agrees to pay PGS in accordance with the applicable rate schedule for the transportation of gas for Customer's account(s), including charges that may be applicable under Rider NCTS that are not applicable under sales service. Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for gas purchased by Customer will be rendered separately from PGS's bill for transportation service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

Signature: 
Print Name: Jonathan "Jack" Locke
Title: President and COO
Date: 2/19/15

The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, except to the extent necessary to deliver gas to PGS for transportation to the above Customer account(s), or as may be required by law (in which case Pool Manager will provide notice to PGS prior to making such disclosure).

Pool Manager: BP Energy Company
By: _____
Title: Originator

Customer history requested by Pool Manager. If requested, payment must be received to deem complete.

Please fax completed Letter of Authorization to (813) 228-1268 or (813) 228-1271



ADDENDUM A
to
LETTER OF AUTHORIZATION
OF Nopetro-Orlando, LLC

Date: Feb 9, 2015

Customer hereby agrees that the following provisions are an integral part of the Letter of Authorization to which this Addendum A is attached, and incorporated by reference in said Letter of Authorization. Capitalized terms used herein, but not defined below, have the meanings given for such terms in PGS's tariff on file with the FPSC ("PGS's FPSC Tariff").

Definitions. The following terms shall have the following meanings:

"**Commencement Date**" means the first Day of the first Month following receipt by Customer of notice from PGS that the facilities required for the provision of service by PGS to Customer have been completed and tested, and are available to provide service to Customer (projected to be December 31, 2015, ("Targeted Commencement Date").

"**Contract Year**" means the period of twelve (12) consecutive months commencing on the Commencement Date, and each successive consecutive 12-month period thereafter, each commencing on an anniversary of the Commencement Date.

Term. Customer agrees to receive service from PGS pursuant to this Letter of Authorization for a term commencing at the beginning of the Day commencing on the Commencement Date and continuing until the end of the last Day of the [REDACTED] Contract Year (the "Termination Date") (the "Term"). The Term of Customer's receipt of service from PGS may be extended for an additional period of five (5) years upon mutual agreement of Customer and PGS under the otherwise applicable rate schedule and tariff rate as approved by the FPSC at the time of such extension of the Term.

Full Requirements. During the term specified above and any extension thereof, Customer agrees that all Gas used by Customer will be delivered by PGS through PGS's distribution system, except to the extent Customer's requirements for Gas are not delivered by PGS pursuant to the provisions of the Letter of Authorization and this Addendum A.

Applicable Distribution Charge; Volume Commitment. The Distribution Charge, Customer Charge, and conditions of service shall be governed by Rider NCTS and Rate Schedule GS-5; provided, however, that because PGS will be required to extend its facilities in order to provide the service to Customer contemplated by this Letter of Authorization:

(a) During the term of this Letter of Authorization, the Distribution Charge payable by Customer shall be [REDACTED]

[REDACTED]

[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

FPSC Approval. Notwithstanding any other provision of this Letter of Authorization, the same shall be of no force or effect until approved by a final non-appealable order of the FPSC. In the event the FPSC denies approval of this Letter of Authorization, the same shall be of no force or effect. Customer shall, if requested by PGS, support any petition to the FPSC for approval of this Letter of Authorization as a special contract.

Confidentiality. Neither PGS nor Customer, nor their respective affiliates, nor the directors, officers, employees, advisors and representatives of any of them, shall disclose to any other person the terms and conditions of this Letter of Authorization without the prior written consent of the other party hereto to such disclosure (which consent shall not be unreasonably withheld or delayed). This provision shall not apply to (i) disclosures that, in the opinion of PGS's or Customer's legal counsel, are required by the FPSC or another governmental authority (in which case, the party from which disclosure is sought shall advise the other party prior to such disclosure and, if requested by such other party, shall use reasonable efforts to maintain the confidentiality of this Letter of Authorization, including, without limitation, seeking a protective order).

Conflict of Provisions. In the event of any conflict between the provisions of PGS's FPSC Tariff and the provisions of this Addendum A, the provisions of this Addendum A shall be controlling to resolve such conflict.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum A to the Letter of Authorization to be executed by their respective duly authorized officers as of the date first above written.

**PEOPLES GAS SYSTEM, A DIVISION
OF TAMPA ELECTRIC COMPANY**

Nopetro—Orlando, LLC

By: _____

Gordon L. Gillette
President

By: _____

Jonathan "Jackie" Locke
President and COO

EXHIBIT 1
to
ADDENDUM A
to
LETTER OF AUTHORIZATION
of
NOPETRO-ORLANDO, LLC

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EXHIBIT B

COMPARISON OF ANNUAL COST OF SERVICE AND REVENUES FOR THE NOPETRO CNG FILL FACILITY

Under the LOA, Nopetro will pay to Peoples a distribution charge as set forth in Peoples' Rate Schedule GS-5, together with an additional amount designed to allow Peoples to recover its cost of service and the cost of the facilities extension required to provide service to Nopetro over the initial 15-year term of the LOA. The LOA also provides for annual minimum volumes to be taken or paid for during the term of the LOA. Nopetro is provided options at different times under the LOA to either increase the annual volume commitments, or to make a lump sum payment to Peoples.

As demonstrated by the Cost of Service Study attached to this petition as Exhibit C, the annual transportation revenues derived from the LOA will enable Peoples to more than recover the fully allocated cost of serving Nopetro's CNG filling facility. As shown by the study, the projected [REDACTED] annual operating costs will be fully recovered and provide Peoples with a return on its net investment through the annual average revenues of [REDACTED].

The Transport Agreement generates revenues in excess of the cost of service, thereby providing benefits to Peoples' general body of ratepayers.

EXHIBIT C

COST OF SERVICE STUDY

Cost of Service Study
NoPetro Orlando
Peoples Gas System, a Division of Tampa Electric Company

Cost of Service

Line	Description	Amount
1	Operation and Maintenance	██████████
2	Depreciation	4.20% ██████████
3	Taxes other than Income	██████████
4	Income Taxes	██████████
5	Return Requirements	██████████
6	Total Cost of Service	██████████
7	Projected Average Annual Revenue	██████████

EXHIBIT D

ADDITIONAL INFORMATION ON NOPETRO

Founded in 2007 and headquartered in Miami, Florida, Nopetro specializes in the design, construction, operation and maintenance of CNG fueling stations for public and private sector fleets. In 2011, the company developed Florida's first CNG P3 with Leon County Schools ("LCS"), the City of Tallahassee, and Leon County in the state's capitol. The foundation of this arrangement was the execution of a 20-year exclusive CNG Fueling Agreement between Nopetro and LCS detailing the school district's commitment to transition its entire 240 school bus fleet to CNG fuel in exchange for Nopetro's commitment to provide all of the capital and expertise necessary to design, build, operate and maintain a 6-lane fast-fill CNG fueling station on school district property. In addition to supplying CNG to all three governmental entities in Leon County, the facility also currently services numerous private fleet customers including Waste Pro, Seaboard Transport, Frito-Lay, Saddle Creek Transportation, Anderson Columbia, Proctor Honda and others. Nopetro has also been awarded and has executed other Florida CNG P3 fueling station contracts with St. Johns County and the Charlotte County Public School District, and is actively developing these projects for its government partners.

Nopetro has formed a public-private partnership ("P3") with the Central Florida Regional Transportation Authority d/b/a LYNX to bring CNG fuel to the Central Florida community. The P3 is structured based on well understood Florida law specifically for such public service agencies' use. Nopetro is providing a turn-key CNG P3 fueling operation to be integrated into the company's growing network of CNG P3 fueling facilities across the Southeast. Nopetro requirements in the agreement are to finance, design, construct, operate and maintain a fast-fill public access CNG fueling station (6 lanes – 3 dedicated to LYNX and 3 public access) on property the company acquired

adjacent to LYNX's current main bus depot, finance and perform all modifications to LYNX's current maintenance facility to allow for work on lighter-than-air fueled vehicles such as CNG buses, operate and maintain the fueling facility, and market the CNG fuel to public and private fleets in the surrounding area giving its government partner LYNX a royalty on every third party gallon sold. In exchange for this effort, LYNX has committed to a minimum annual take-or-pay commitment of 500,000 DGEs for 15 years of a 20 year exclusive fueling arrangement term. LYNX also agrees to purchase only CNG transit buses over the first 5 years of this commitment.

In January 2015, the partnership was fully documented. The parties are in the process of moving forward with collaboration necessary for the design and construction of the CNG infrastructure, and anticipate having the CNG fueling station and maintenance facility modifications complete by the end of this year. LYNX has also ordered 35 brand new CNG transit buses capable of meeting its annual take-or-pay CNG fuel commitment under its agreement with Nopetro. This CNG P3 will generate measurable economic and environmental benefits for fleets throughout Central Florida, as access to cheap CNG fuel becomes a reality which will increase the widespread use of natural gas transportation fuel in the State of Florida and encourage a larger shift to such clean, low cost and all domestic resources.

EXHIBIT A

LETTER OF AUTHORIZATION

NATURAL CHOICE TRANSPORTATION SERVICE
Letter of Authorization

Peoples Gas System ("PGS")
P.O. Box 2562
Tampa, Florida 33601-2562

TO WHOM IT MAY CONCERN:

This letter constitutes a formal request by the undersigned ("Customer") for gas transportation service pursuant to PGS's Rider NCTS and other applicable provisions of PGS's applicable Natural Gas Tariff, as the same may be amended from time to time, for the following PGS customer account number(s):

ACCOUNT NUMBER(S):

CUSTOMER CONTACT:

Company: Nopetro-Orlando, LLC, a Florida limited liability company
Contact Name: Jonathan "Jack" Locke
Address: 2625 Ponce de Leon Blvd.
City, State, Zip Code: Coral Gables, FL 33134
Phone: 305-441-9059 Fax: 305-379-4208
E-mail Address: jlocke@nopetro.com

As signified by initials in the box, Customer hereby authorizes PGS to release to the "Pool Manager" named below, the twelve-month historic gas usage for the accounts listed above. Customer understands that said Pool Manager will be assessed a fee of \$20 per account, payable upon receipt of request, for the authorized information.

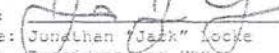
Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the gas purchased by Customer from or through Pool Manager to PGS pursuant to the Firm Delivery and Operational Balancing Agreement between PGS and Pool Manager (the "Firm Delivery Agreement").

Provided the Firm Delivery Agreement is in effect at the time gas is tendered to PGS by or on behalf of Pool Manager for Customer's account(s) listed above, PGS will transport gas delivered for such account(s) pursuant to Rider NCTS, the applicable provisions of PGS's tariff on file with the Florida Public Service Commission ("FPSC"), as the same may be amended from time to time, and the provisions of Addendum A to this Letter of Authorization.

Subject to the terms of Rider NCTS and the Firm Delivery Agreement, such service shall continue until Customer, Pool Manager, or PGS gives written notice to the others of the termination of such service in accordance with Rider NCTS. If the Firm Delivery Agreement is terminated for any reason as it applies to any Gas to be delivered for Customer's account(s) for transportation by PGS, PGS shall have the right to immediately terminate transportation service to the above account(s) under Rider NCTS.

Customer understands that it may terminate participation in Rider NCTS with thirty (30) days' notice and return to sales service from the Company. However, the Customer must then remain on sales service for the following twelve-month period. In the event the Pool Manager terminates its agreement with the Customer without the Customer's consent, the Customer may return to Rider NCTS, but not to the same Pool Manager within the twelve-month period.

Customer agrees to pay PGS in accordance with the applicable rate schedule for the transportation of gas for Customer's account(s), including charges that may be applicable under Rider NCTS that are not applicable under sales service. Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for gas purchased by Customer will be rendered separately from PGS's bill for transportation service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

Signature: 
Print Name: Jonathan "Jack" Locke
Title: President and COO
Date: 2/19/15

The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, except to the extent necessary to deliver gas to PGS for transportation to the above Customer's account(s), or as may be required by law (in which case Pool Manager will provide notice to PGS prior to making such disclosure).

Pool Manager: BP Energy Company

By: _____
Title: Originator

Customer history requested by Pool Manager. If requested, payment must be received to deem complete.

Please fax completed Letter of Authorization to (813) 228-1268 or (813) 228-1271



ADDENDUM A
to
LETTER OF AUTHORIZATION
OF Nopetro-Orlando, LLC

Date: Feb 9, 2015

Customer hereby agrees that the following provisions are an integral part of the Letter of Authorization to which this Addendum A is attached, and incorporated by reference in said Letter of Authorization. Capitalized terms used herein, but not defined below, have the meanings given for such terms in PGS's tariff on file with the FPSC ("PGS's FPSC Tariff").

Definitions. The following terms shall have the following meanings:

"Commencement Date" means the first Day of the first Month following receipt by Customer of notice from PGS that the facilities required for the provision of service by PGS to Customer have been completed and tested, and are available to provide service to Customer (projected to be December 31, 2015, ("Targeted Commencement Date").

"Contract Year" means the period of twelve (12) consecutive months commencing on the Commencement Date, and each successive consecutive 12-month period thereafter, each commencing on an anniversary of the Commencement Date.

Term. Customer agrees to receive service from PGS pursuant to this Letter of Authorization for a term commencing at the beginning of the Day commencing on the Commencement Date and continuing until the end of the last Day of the [REDACTED] Contract Year (the "Termination Date") (the "Term"). The Term of Customer's receipt of service from PGS may be extended for an additional period of five (5) years upon mutual agreement of Customer and PGS under the otherwise applicable rate schedule and tariff rate as approved by the FPSC at the time of such extension of the Term.

Full Requirements. During the term specified above and any extension thereof, Customer agrees that all Gas used by Customer will be delivered by PGS through PGS's distribution system, except to the extent Customer's requirements for Gas are not delivered by PGS pursuant to the provisions of the Letter of Authorization and this Addendum A.

Applicable Distribution Charge; Volume Commitment. The Distribution Charge, Customer Charge, and conditions of service shall be governed by Rider NCTS and Rate Schedule GS-5; provided, however, that because PGS will be required to extend its facilities in order to provide the service to Customer contemplated by this Letter of Authorization:

(a) During the term of this Letter of Authorization, the Distribution Charge payable by Customer shall be [REDACTED]

[REDACTED]

[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

FPSC Approval. Notwithstanding any other provision of this Letter of Authorization, the same shall be of no force or effect until approved by a final non-appealable order of the FPSC. In the event the FPSC denies approval of this Letter of Authorization, the same shall be of no force or effect. Customer shall, if requested by PGS, support any petition to the FPSC for approval of this Letter of Authorization as a special contract.

Confidentiality. Neither PGS nor Customer, nor their respective affiliates, nor the directors, officers, employees, advisors and representatives of any of them, shall disclose to any other person the terms and conditions of this Letter of Authorization without the prior written consent of the other party hereto to such disclosure (which consent shall not be unreasonably withheld or delayed). This provision shall not apply to (i) disclosures that, in the opinion of PGS's or Customer's legal counsel, are required by the FPSC or another governmental authority (in which case, the party from which disclosure is sought shall advise the other party prior to such disclosure and, if requested by such other party, shall use reasonable efforts to maintain the confidentiality of this Letter of Authorization, including, without limitation, seeking a protective order).

Conflict of Provisions. In the event of any conflict between the provisions of PGS's FPSC Tariff and the provisions of this Addendum A, the provisions of this Addendum A shall be controlling to resolve such conflict.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum A to the Letter of Authorization to be executed by their respective duly authorized officers as of the date first above written.

**PEOPLES GAS SYSTEM, A DIVISION
OF TAMPA ELECTRIC COMPANY**

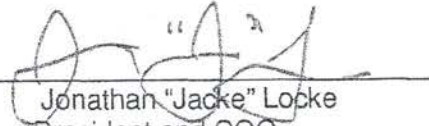
Nopetro-Orlando, LLC

By: _____



Gordon L. Gillette
President

By: _____



Jonathan "Jackie" Locke
President and COO

EXHIBIT 1
to
ADDENDUM A
to
LETTER OF AUTHORIZATION
of
NOPETRO-ORLANDO, LLC

[REDACTED]

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Date:

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EXHIBIT B

**COMPARISON OF ANNUAL COST OF SERVICE
AND
REVENUES FOR THE NOPETRO CNG FILL FACILITY**

Under the LOA, Nopetro will pay to Peoples a distribution charge as set forth in Peoples' Rate Schedule GS-5, together with an additional amount designed to allow Peoples to recover its cost of service and the cost of the facilities extension required to provide service to Nopetro over the initial 15-year term of the LOA. The LOA also provides for annual minimum volumes to be taken or paid for during the term of the LOA. Nopetro is provided options at different times under the LOA to either increase the annual volume commitments, or to make a lump sum payment to Peoples.

As demonstrated by the Cost of Service Study attached to this petition as Exhibit C, the annual transportation revenues derived from the LOA will enable Peoples to more than recover the fully allocated cost of serving Nopetro's CNG filling facility. As shown by the study, the projected [REDACTED] annual operating costs will be fully recovered and provide Peoples with a return on its net investment through the annual average revenues of [REDACTED].

The Transport Agreement generates revenues in excess of the cost of service, thereby providing benefits to Peoples' general body of ratepayers.

EXHIBIT C

COST OF SERVICE STUDY

Cost of Service Study
NoPetro Orlando
Peoples Gas System, a Division of Tampa Electric Company

Cost of Service

Line	Description	Amount
1	Operation and Maintenance	██████████
2	Depreciation	4.20% ██████████
3	Taxes other than Income	██████████
4	Income Taxes	██████████
5	Return Requirements	██████████
6	Total Cost of Service	██████████
7	Projected Average Annual Revenue	██████████

EXHIBIT D

ADDITIONAL INFORMATION ON NOPETRO

Founded in 2007 and headquartered in Miami, Florida, Nopetro specializes in the design, construction, operation and maintenance of CNG fueling stations for public and private sector fleets. In 2011, the company developed Florida's first CNG P3 with Leon County Schools ("LCS"), the City of Tallahassee, and Leon County in the state's capitol. The foundation of this arrangement was the execution of a 20-year exclusive CNG Fueling Agreement between Nopetro and LCS detailing the school district's commitment to transition its entire 240 school bus fleet to CNG fuel in exchange for Nopetro's commitment to provide all of the capital and expertise necessary to design, build, operate and maintain a 6-lane fast-fill CNG fueling station on school district property. In addition to supplying CNG to all three governmental entities in Leon County, the facility also currently services numerous private fleet customers including Waste Pro, Seaboard Transport, Frito-Lay, Saddle Creek Transportation, Anderson Columbia, Proctor Honda and others. Nopetro has also been awarded and has executed other Florida CNG P3 fueling station contracts with St. Johns County and the Charlotte County Public School District, and is actively developing these projects for its government partners.

Nopetro has formed a public-private partnership ("P3") with the Central Florida Regional Transportation Authority d/b/a LYNX to bring CNG fuel to the Central Florida community. The P3 is structured based on well understood Florida law specifically for such public service agencies' use. Nopetro is providing a turn-key CNG P3 fueling operation to be integrated into the company's growing network of CNG P3 fueling facilities across the Southeast. Nopetro requirements in the agreement are to finance, design, construct, operate and maintain a fast-fill public access CNG fueling station (6 lanes – 3 dedicated to LYNX and 3 public access) on property the company acquired

adjacent to LYNX's current main bus depot, finance and perform all modifications to LYNX's current maintenance facility to allow for work on lighter-than-air fueled vehicles such as CNG buses, operate and maintain the fueling facility, and market the CNG fuel to public and private fleets in the surrounding area giving its government partner LYNX a royalty on every third party gallon sold. In exchange for this effort, LYNX has committed to a minimum annual take-or-pay commitment of 500,000 DGEs for 15 years of a 20 year exclusive fueling arrangement term. LYNX also agrees to purchase only CNG transit buses over the first 5 years of this commitment.

In January 2015, the partnership was fully documented. The parties are in the process of moving forward with collaboration necessary for the design and construction of the CNG infrastructure, and anticipate having the CNG fueling station and maintenance facility modifications complete by the end of this year. LYNX has also ordered 35 brand new CNG transit buses capable of meeting its annual take-or-pay CNG fuel commitment under its agreement with Nopetro. This CNG P3 will generate measurable economic and environmental benefits for fleets throughout Central Florida, as access to cheap CNG fuel becomes a reality which will increase the widespread use of natural gas transportation fuel in the State of Florida and encourage a larger shift to such clean, low cost and all domestic resources.