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Tampa  
[ab@macfar.com](mailto:ab@macfar.com)

February 19, 2021

**VIA E-PORTAL FILING**

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

**Re: NEW FILING – In re: Petition for approval of Firm Service Agreement  
with Peoples Gas System, by SeaCoast Gas Transmission, L.L.C.**

Dear Mr. Teitzman:

Attached for electronic filing with the Commission on behalf of SeaCoast Gas  
Transmission, L.L.C.'s Petition referenced above.

Your assistance in this matter is greatly appreciated.

Sincerely,

Andrew M. Brown

AB/plb  
Attachment  
cc: Ms. Kandi M. Floyd

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for approval of Firm Service :  
Agreement with Peoples Gas System, by :  
SeaCoast Gas Transmission, L.L.C. :

Docket No.:  
Submitted for Filing: February 19, 2021

**PETITION FOR APPROVAL OF FIRM SERVICE  
AGREEMENT WITH PEOPLES GAS SYSTEM BY SEACOAST GAS  
TRANSMISSION, L.L.C.**

SeaCoast Gas Transmission, L.L.C. ("SeaCoast" or the "Company"), by and through its undersigned counsel files this Petition for approval by the Commission of a Firm Service Agreement (the "Transport Agreement") between the Company and Peoples Gas System ("PGS" or "Peoples"), a copy of the Transport Agreement being attached hereto as Exhibit A. The SeaCoast Pipeline described in the Transport Agreement will enable PGS to improve system reliability and expand its service to new residential and commercial customers in Lakeland and surrounding areas of Polk County. In support of this Petition, SeaCoast states:

1. The name and address of the petitioner are:

SeaCoast Gas Transmission, L.L.C.  
702 N. Franklin Street  
Tampa, Florida 33602

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

Andrew M. Brown, Esquire  
Thomas R. Farrior, Esquire  
Macfarlane Ferguson & McMullen  
Post Office Box 1531  
Tampa, Florida 33601-1531

Paula K. Brown  
Manager, Regulatory Coordination  
Peoples Gas System  
Post Office Box 111  
Tampa, Florida 33601-0111

Kandi M. Floyd  
Director, Regulatory Affairs  
Peoples Gas System  
Post Office Box 111  
Tampa, Florida 33601-0111

3. SeaCoast is an intrastate natural gas transmission company subject to the Commission's regulatory jurisdiction under Section 368.101 *et seq.*, *Florida Statutes*. It owns and operates, in whole or in part, several intrastate pipelines in the state of Florida. SeaCoast provides transportation service only and does not engage in the sale of natural gas. SeaCoast's substantial interests will be affected by the Commission's disposition of this Petition in that such disposition will determine whether SeaCoast will be permitted to provide gas transportation service for Peoples on terms agreeable to the Company and Peoples.

4. Peoples is a natural gas distribution utility subject to the Commission's regulatory jurisdiction under Chapter 366, *Florida Statutes*. Its substantial interests, and the substantial interests of Peoples' general body of ratepayers, will be affected by the Commission's disposition of this Petition in that such disposition will determine whether Peoples will be permitted to obtain the transportation of natural gas by SeaCoast from its interconnection with the interstate pipeline system of Florida Gas Transmission Company, LLC ("FGT") in Hillsborough County, to SeaCoast's proposed interconnection with Peoples at the Polk-Hillsborough County Line..

5. Peoples is a division of Tampa Electric Company. SeaCoast and Tampa Electric Company are both subsidiaries of TECO Energy, Inc.

6. By Order No. PSC-08-0747-TRF-GP, issued November 12, 2008, the Commission approved SeaCoast's FPSC Gas Tariff, Volume No. 1 ("SeaCoast's Tariff"), consistent with the Commission's jurisdiction under Part II of Chapter 368, *Florida Statutes*.

7. Pursuant to Florida Statute, Chapter 368, and Commission Order PSC-08-0747-TRF-GP, Commission approval is required if there is a transaction between Seacoast and an affiliate, which in this case is Peoples.

8. The Company is authorized to enter into transport agreements with certain customers without the necessity of Commission approval. For example, the Company is not required to seek prior Commission approval if the customer is not currently receiving service from another entity, such as a local distribution company ("LDC"), and the customer's facilities are

located more than one mile from the existing gas facilities of an investor-owned gas utility, a municipal gas utility, or a gas district. The Company also is not required to seek Commission approval if the customer is an LDC that is not an affiliate of the Company. As provided by SeaCoast's Tariff and Section 368.105(3), *Florida Statutes*, in circumstances such as those referenced above, the Company is only required to file if:

- (a) Neither the natural gas transmission company nor the customer had an unfair advantage during the negotiations;
- (b) The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
- (c) Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy.

As provided by SeaCoast's Tariff, construction of Company's facilities "*other than as described above requires prior approval of the Commission.*" - SeaCoast Tariff, Original Sheet No. 2. Because SeaCoast and Peoples are affiliates, the Transport Agreement for which approval is sought by this petition requires Commission approval.

#### **The SeaCoast and Peoples Expansions**

9. To provide intrastate transportation of gas for Peoples and enable it to transport the gas to customers in and around Polk County, SeaCoast will tap into an existing 4-inch pipeline lateral of FGT's system serving Hillsborough County. From the FGT pipeline lateral, Seacoast will extend a new 2.5-mile six-inch pipeline into Peoples new high pressure main pipeline at the Polk-Hillsborough County Line. A map showing these new facilities, and their connection to existing facilities, is attached hereto as Exhibit B. SeaCoast will engage FGT to recommission an existing gate station. In connection with that engagement, pipeline integrity tests would be conducted to ensure reliability post-refurbishment. Together, the facilities expansions by SeaCoast and

Peoples will improve system reliability, allow Peoples to better respond to customer growth, and enhance natural gas service to customers in Lakeland and surrounding areas of Polk County.

10. Preliminary design for both facilities extensions has been completed. Upon Commission approval of the Transport Agreement, the permitting process (expected to take from four to five months) will commence. Construction will commence after permits, land rights, and piping and other materials, have been obtained which is currently estimated to be by the end of the third quarter of 2021. Barring unforeseen complications, the SeaCoast transmission line will be complete, and capable of providing natural gas to new commercial and residential customers in the Southwest area of Lakeland by the first quarter of 2022.

11. Peoples reviewed several options for meeting demand and improving the delivery of gas to customers in the Lakeland area. Those options were more expensive and had other shortcomings. The primary alternative considered was a line that originated from PGS' North Lakeland Gate and traversed the Lakeland area with approximately nine miles of eight-inch steel pipeline to serve as the project's main line, along with approximately 2.5 miles of six-inch steel pipeline for the distribution system. The origin point of this alternative is an interconnection with a gate that currently serves two Divisions. This alternative would have created competing demands on the same gate which could limit the efficiency and effectiveness of that option in terms of providing sufficient supply to areas where growth in demand is expected. The option chosen was the best option to achieve long-term improvement in system supply and reliability.

12. SeaCoast's construction of the line described in the Transport Agreement will provide Peoples with an alternative access to FGT's system through which will result in improved system resiliency due to the availability of an additional access point to deliver gas to parts of the Peoples distribution system which are distant from the main transmission line and subject to pressure loss.

### Cost Recovery

13. SeaCoast will recover the cost of its extension of facilities through the Transport Agreement. Costs included in the SeaCoast rate to be charged to Peoples include fixed costs associated with operation and maintenance of the extension, depreciation, taxes, and a return on investment.

14. Peoples will recover the costs associated with the distribution system facilities installed to provide service to customers in and around Lakeland, and its other cost of service, pursuant to the rates set forth in its tariff on file with the Commission. It will recover charges paid to SeaCoast pursuant to the Transport Agreement through its purchased gas adjustment clause and its swing service charge, respectively.

### Conclusion

15. SeaCoast submits the rate set forth in the Transport Agreement is a cost-based market rate similar to the rate set forth in the Firm Service Agreement with its other customers, is just and reasonable, is not unreasonably preferential or unduly discriminatory, and is therefore consistent with Sections 368.105(3)(b) and (4), *Florida Statutes*. The Commission has previously approved transportation service agreements between other affiliated companies based on these same criteria,<sup>1</sup> and SeaCoast submits the Transport Agreement should be approved as well.

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<sup>1</sup> See: Order No. PSC-14-0713-PAA-GU, issued December 31, 2014, in Docket No. 140189-GU, *In re: Petition for approval of transportation service agreement for an extension in Nassau County with Florida Public Utilities Company, by Peninsula Pipeline Company, Inc.*; Order No. PSC-14-0712-PAA-GU, issued December 31, 2014, in Docket No. 140190-GU, *In re: Petition for approval of transportation service agreement for an extension in Palm Beach County with Florida Public Utilities Company, by Peninsula Pipeline Company, Inc.*; and Order No. PSC-15-0206-PAA-GU, issued May 26, 2015, in Docket No. 150031-GU, *In re: Petition for approval of transportation service agreement with the Florida Division of Chesapeake Utilities Corporation by Peninsula Pipeline Company, Inc.*, Order No. PSC-15-0574-PAA-GU, issued December 18, 2015-GU, *In re: Petition for approval of firm service agreement with Peoples Gas System for an extension in Clay County, by SeaCoast Gas Transmission*; Order No. PSC-2019-0545-PAA-GU, issued December 20, 2019, *In re: Joint petition for approval of restructures Nassau County agreements to reflect Callahan expansion, by Peoples Gas System, Florida Public Utilities Company, SeaCoast Gas Transmission, and Peninsula Pipeline Company, Inc.*

WHEREFORE, SeaCoast respectfully requests that the Commission approve the Firm Service Agreement between SeaCoast and Peoples attached hereto as Exhibit A.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrew M. Brown".

ANDREW M. BROWN, ESQ.

Phone: (813) 273-4209

E-mail: [ab@macfar.com](mailto:ab@macfar.com)

THOMAS R. FARRIOR, ESQ.

Phone: (813) 273-4232

E-mail: [trf@macfar.com](mailto:trf@macfar.com)

Macfarlane Ferguson & McMullen

P. O. Box 1531

Tampa, Florida 33601-1531

Fax: (813) 273-4396

Attorneys for SeaCoast Gas Transmission, L.L.C.

**Exhibit A – Firm Service Agreement**

**Redacted version**



**FIRM SERVICE AGREEMENT**

This FIRM SERVICE AGREEMENT (the "Agreement") is entered into by and between SEACOAST GAS TRANSMISSION, LLC, a Delaware limited liability company ("Company" or "Transporter"), and PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation ("Shipper," together with Company, the "Parties" or, individually, a "Party").

WHEREAS, Shipper has requested Company to transport Gas to be delivered to Shipper's distribution system on a firm basis and Company is willing to transport Shipper's Gas on a firm basis to Shipper's distribution system under the terms and conditions of this Agreement.

NOW, THEREFORE, Company and Shipper agree that the terms below, together with the applicable General Terms and Conditions of Company's Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Company.

1. Transportation service under this Agreement will be provided under Section 368.105 (3) and (4) of the Natural Gas Transmission Pipeline Intrastate Regulatory Act ("Regulatory Act").
2. SERVICE TYPE: Firm Transportation Service.
3. RATE:
  - a. During the term of this Agreement, Shipper shall pay to Company the monthly reservation charge for Firm Transportation Service provided under this Agreement, which shall be equal to the MDQ for the respective month multiplied by the number of days in each month multiplied by the rate per Dekatherm set forth in Exhibit B of this Agreement.
    1. The parties agree to execute and file with the Commission this Firm Service Agreement to comply with the provisions of the Regulatory Act. In the event, this Firm Transportation Agreement is not approved by the Florida Public Service Commission, the same shall be of no further force or effect.
    2. It is further agreed that Company may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change provisions in the General Terms and Conditions of Company's Tariff, and Company shall have the right to place such changes in effect in accordance with the Regulatory Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall require Shipper to support a position contrary to its own interests in its commercially reasonable discretion, nor require a Shipper to support a tariff provision that would materially reduce the value of the service described herein. Notwithstanding the foregoing, Company and Shipper agree not to initiate any proceeding before the Commission with respect to an increase or decrease in any negotiated rate during the term of such negotiated rate.

4. CONTRACT DATA:

The Maximum Daily Quantity ("MDQ") for service under this Agreement shall be [REDACTED].

The Maximum Hourly Quantity ("MHQ") for service under this Agreement shall be [REDACTED].

The Primary Receipt Point(s), Primary Route (if applicable), and Receipt Point MDQ are listed on Exhibit A attached hereto and are incorporated herein as if copied and set forth herein at length.

The Primary Delivery Point(s) (if applicable), Delivery Point MDQ and Delivery Pressure are listed on Exhibit B attached hereto and are incorporated herein as if copied and set forth herein at length.

5. BALANCING OF RECEIPTS AND DELIVERIES OF GAS:

Balancing of receipts and deliveries shall be governed by the provisions of the Operational Balancing Agreement, the form of which is attached hereto as Exhibit C, such agreement to be executed by the Company and Shipper at the time this Firm Service Agreement is executed.

6. TERM:

This Agreement shall be effective upon the date of its execution by Shipper. Service under this Agreement shall commence on the later of January 1, 2022 or the first day of the first month following the day on which the Shipper receives written notification of service commencement from the Transporter ("Commencement Date") and shall continue for a term of twenty (20) years ("Primary Term"). Upon two years written notice to Company, Shipper shall have the unilateral right to extend the term of this Agreement beyond the Primary Term at a rate to be mutually agreed by both parties for a period of ten (10) years from the last day of the Primary Term. This Agreement shall terminate upon 30 Days written notice by Company and Company may discontinue service hereunder if (a) Shipper, in Company's reasonable judgment fails to demonstrate creditworthiness, and (b) Shipper fails to provide adequate Security in accordance with Section 18 of the General Terms and Conditions, or (c) Shipper fails to restore imbalances arising in connection with services rendered.

7. CONDITIONS PRECEDENT:

- a. Transporter's obligations under this Agreement are expressly made subject to the following Conditions Precedent:
  1. Transporter's receipt of all required authorizations on or before June 30, 2021
- b. Shipper's obligations under the Agreement are expressly made subject to the following Condition(s) Precedent:
  1. Receipt of approval from the Florida Public Service Commission before June 30, 2021

8. EARLY TERMINATION

If Shipper decides to terminate this agreement before June 30, 2021 or as a result of the failure of the conditions precedent set forth in Section 7(b), the Shipper shall only be liable for termination payment based on actual costs incurred by the Transporter. All termination notices shall be at least a five (5) prior Business Days' written notice to Transporter. If Shipper terminates this agreement as hereinabove provided, Transporter and Shipper shall be released from all obligations under this agreement, and Shipper shall pay to Transporter, within forty-five (45) days after the date of delivery of Shipper's notice of termination, all costs incurred by Transporter for the design, engineering, permitting, obtaining materials, construction including the date of Shipper's notice of termination.

9. CREDIT REQUIREMENTS:

- a. Shipper must demonstrate that it has an Investment Grade Credit Rating. If Shipper has an Investment Grade Credit Rating on the date it executes and delivers this Service Agreement, but later ceases to have an Investment Grade Credit Rating, Shipper must provide security as set forth in categories 1. or 2. below.
- b. If Shipper, at the time of its execution and delivery of this Service Agreement, or at any time thereafter during the term of this Service Agreement, does not qualify under paragraph (a), Shipper must provide security for its obligations by providing to or as directed by Company:
  1. an irrevocable guarantee, in form, amount and substance acceptable to Company in its commercially reasonable discretion (such discretion including the requirements of Company's lenders in connection with any financing of Phase I of the Florida SeaCoast Gas Transmission), supporting Shipper's obligations under this Service Agreement from a Guarantor acceptable to Company in its commercially reasonable discretion having an Investment Grade Credit rating; or
  2. a Letter of Credit, or a cash deposit in an amount equal to the amount of a Letter of Credit, or such other form of security as Company deems in its sole discretion, to be acceptable.

Notwithstanding the foregoing, Company may waive or reduce, in its sole discretion, the foregoing creditworthiness requirement, subject to revocation of such waiver or reduction if a material change occurs in the financial criteria relied upon at the time such waiver or reduction was granted.

Shipper shall (a) furnish to Company, (i) as soon as available, but in any event within 120 days after the end of each fiscal year of Shipper, audited financial statements of Shipper setting forth in comparative form the corresponding figures for the preceding fiscal year together with the auditor's report thereon, and (ii) as soon as available, but in any event within 60 days after the last day of each of Shipper's first three fiscal quarters, quarterly unaudited financial statements of Shipper on a basis consistent with the corresponding period of the preceding fiscal year, and (b) cooperate with Company to obtain and provide to Company, where

possible, such additional information regarding the financial condition of Shipper as Company may reasonably request from time to time. Company may, in its sole discretion, accept unaudited financial statements in lieu of the audited statements described in clause (i) above.

10. COMPANY'S TARIFF PROVISIONS:

Except as otherwise provided in this Agreement, Company's Tariff approved by the Commission, including any amendments thereto approved by the Commission during the Term of this Agreement, is hereby incorporated into this Agreement, and made a part hereof for all purposes. In the event of any conflict between Company's Tariff and the specific provisions of this Agreement, the latter shall prevail, in the absence of a Commission Order to the contrary.

11. NOTICES:

Except as otherwise provided in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Company may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Company:

**Administrative Matters:**

SeaCoast Gas Transmission, LLC  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: President  
Telephone: (813) 228-4111  
Facsimile: (813) 228-1328

Shipper:

**Administrative Matters:**

Peoples Gas System, a division of Tampa Electric Company  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: Andrew Kennedy  
Telephone: (813) 228-1498  
Facsimile: (813) 228-4742  
Email: PGSGasTransportation@tecoenergy.com

With a copy to:

SeaCoast Gas Transmission, LLC  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: General Counsel  
Telephone: (813) 228-4111  
Facsimile: (813) 228-1328  
Email: dmnicholson@tecoenergy.com

With a copy to:

Peoples Gas System, a division of Tampa Electric Company  
702 N. Franklin Street  
Tampa, Florida 33602  
Telephone: 813-228-4111  
Facsimile: 813-228-1328  
Email: ContractAdmin@tecoenergy.com

**Invoices and Payment:**

SeaCoast Gas Transmission, LLC  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: General Accounting  
Telephone: (813) 228-4191  
Facsimile: (813) 228-4742  
Email: rbarbour@tecoenergy.com

**Invoices and Payment:**

Peoples Gas System, a division of Tampa Electric Company  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: Settlements  
Telephone: (813) 228-1768  
Facsimile: (813) 228-4742  
Email: PGSSettlements@tecoenergy.com

## 12. CANCELLATION OF PRIOR CONTRACT(S)

This Agreement supersedes and cancels, as of the Effective Date of this Agreement, the contract(s) between the Parties hereto as described below, if applicable: None.

## 13. OPERATIONAL FLOW ORDERS

Company has the right to issue effective Operational Flow Orders pursuant to Section 12 of the General Terms and Conditions.

## 14. HEADINGS

All article headings, section headings and subheadings in this Agreement are inserted only for the convenience of the Parties in identification of the provisions hereof and shall not affect any construction or interpretation of this Agreement.

## 15. ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto, sets forth the full and complete understanding of the Parties as of the date of its execution by both Parties, and supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. Neither Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

## 16. AMENDMENTS

Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the Contact Person pursuant to Section 11 shall not be deemed nor require an amendment of this Agreement provided such change is communicated in accordance with Section 11 of this Agreement. Further, the parties expressly acknowledge that the limitations on amendments to this Agreement set forth in this section shall not apply to or otherwise limit the effectiveness of amendments that are or may be necessary to comply with the requirements of, or are otherwise approved by, the Commission or its successor agency or authority.

## 17. SEVERABILITY

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties shall negotiate in good faith an equitable adjustment in the provisions of this Agreement.

## 18. WAIVER

No waiver of any of the provisions of this Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision whether similar or not. No single waiver shall

constitute a continuing waiver, unless otherwise specifically identified as such in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.

#### 19. ATTORNEY'S FEES AND COSTS

In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies and appeals.

#### 20. INDEPENDENT PARTIES

Company and Shipper shall perform hereunder as independent parties. Neither Company nor Shipper is in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venturer, agent, employer, or employee of the other. Nothing in this Agreement shall be for the benefit of any third Person for any purpose, including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third Person.

#### 21. ASSIGNMENT AND TRANSFER

No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring party. Upon such assignment or transfer, as well as assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and the assumption of duties and obligations.

#### 22. GOVERNMENTAL AUTHORIZATIONS; COMPLIANCE WITH LAW

This Agreement shall be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder. Company and Shipper shall comply at all times with all applicable federal, state, municipal, and other laws, ordinances, and regulations. Company and/or Shipper will furnish any information or execute any documents required by any duly constituted federal or state regulatory authority in connection with the performance of this Agreement. Each party shall proceed with diligence to file any necessary applications with any governmental authorities for any authorizations necessary to carry out its obligations under this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any applicable law, order, directive, rule or regulation, the latter shall be deemed to control, but nothing in this Agreement shall prevent either party from contesting the validity of any such law, order, directive, rule, or regulation, nor shall anything in this Agreement be construed to require either party to waive its respective rights to assert the lack of jurisdiction of any governmental agency other than the Commission, over this Agreement or any part thereof. In the event of such contestation, and unless otherwise prohibited from doing so under this Section 22, Company shall continue to transport, and Shipper shall continue to take Gas pursuant to the terms of this Agreement. In the event any law, order, directive, rule, or regulation shall prevent either party from performing hereunder, then

neither party shall have any obligation to the other during the period that performance under the Agreement is precluded.

**23. APPLICABLE LAW AND VENUE**

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court of the State of Florida having jurisdiction.

**24. COUNTERPARTS**

This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any Party who has signed it.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers and/or representatives thereunto duly authorized to be effective as of the date stated above.

COMPANY:

SEACOAST GAS TRANSMISSION, LLC

*Helen Wesley*

By: hwesley@tecoenergy.com

Name: Helen Wesley

Title: Vice President

Date: 02/18/2021

*Richard F Wall*

By: rwall@tecoenergy.com

Name: Richard Wall

Title: Vice President, Operations

Date: 02/17/2021

SHIPPER:

PEOPLES GAS SYSTEM

*Joann Wehle*

By: jtwehle@tecoenergy.com

Name: Joann Wehle

Title: Vice President, Marketing & Sales

Date: 02/17/2021

*Luke Buzard*

By: labuzard@tecoenergy.com

Name: Luke Buzard

Title: Vice President, Pipeline Safety & Regulatory

Date: 02/17/2021



Exhibit A - Receipt Point

Exhibit B - Delivery Point

Exhibit C - Amendment to Operational Balancing Agreement

For Contract No. FT1-PGS-0008

BETWEEN SEACOAST GAS TRANSMISSION COMPANY, L.L.C.  
AND SHIPPER

ORIGINAL CONTRACT DATE: February 17, 2021

EFFECTIVE DATE OF THIS EXHIBIT A (which supersedes and replaces  
any prior Exhibit A to this Agreement): Commencement date

Primary Receipt Points:

Primary Receipt Point

FGT – Consolidated Minerals  
POI -TBD

Primary Receipt Point MDQ

  
plus retainage

TRANSPORTER:

SEACOAST GAS TRANSMISSION, LLC

Helen Wesley  
By: hwesley@tecoenergy.com

Name: Helen Wesley

Title: Vice President

Date: 02/18/2021

Richard F Wall  
By: rwall@tecoenergy.com

Name: Richard Wall

Title: Vice President, Operations

Date: 02/17/2021

SHIPPER:

PEOPLES GAS SYSTEM

Joann Wehle  
By: jtwehle@tecoenergy.com

Name: Joann Wehle

Title: Vice President, Marketing & Sales

Date: 02/17/2021

Luke Buzard  
By: labuzard@tecoenergy.com

Name: Luke Buzard

Title: Vice President, Pipeline Safety &  
Regulatory

Date: 02/17/2021

For Contract No. FT1-PGS-0008

BETWEEN SEACOAST GAS TRANSMISSION, L.L.C. AND SHIPPER

ORIGINAL CONTRACT DATE: February 17, 2021

EFFECTIVE DATE OF THIS EXHIBIT B (which supersedes and replaces any prior Exhibit B to this Agreement): Commencement date

RATE:  
Reservation: \$ [REDACTED]  
Usage 1: \$0.00 per dth

Retainage: 0.0%

Primary Delivery Points:

| <u>Primary Delivery Point</u>     | <u>Primary Delivery Point MDQ</u> | <u>Minimum Delivery Pressure (PSIG)</u> |
|-----------------------------------|-----------------------------------|---|
| SeacoastPGS<br>Southwest Lakeland | [REDACTED]                        | 100 psig                                |

Maximum Daily Transport Quantity: [REDACTED]

Maximum Hourly Flow Rate: 6%

Maximum Hourly Quantity: [REDACTED]

TRANSPORTER:

SEACOAST GAS TRANSMISSION, LLC

*Helen Wesley*  
By: hwesley@tecoenergy.com

Name: Helen Wesley

Title: Vice President

Date: 02/18/2021

*Richard F Wall*  
By: rwall@tecoenergy.com

Name: Richard Wall

Title: Vice President, Operations

Date: 02/17/2021

SHIPPER:

PEOPLES GAS SYSTEM

*Joann Wehle*  
By: jtwehle@tecoenergy.com

Name: Joann Wehle

Title: Vice President, Marketing & Sales

Date: 02/17/2021

*Luke Buzard*  
By: labuzard@tecoenergy.com

Name: Luke Buzard

Title: Vice President, Pipeline Safety & Regulatory

Date: 02/17/2021

## AMENDMENT TO OPERATIONAL BALANCING AGREEMENT

**THIS AMENDMENT TO OPERATIONAL BALANCING AGREEMENT** (this "Amendment") is entered into as of February 17, 2021 (the "Effective Date") by and between Peoples Gas System, a Division of Tampa Electric Company, a Florida corporation ("PGS") and the SeaCoast Gas Transmission, LLC, a Delaware limited liability company ("OBA Party").

### Recitals

WHEREAS, PGS and OBA Party entered into that certain Operational Balancing Agreement dated as of October 7, 2015 (as amended to date, the "Agreement"); and

WHEREAS, PGS and OBA Party desire to enter into this Amendment for the purposes of amending certain provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A. Exhibit A is deleted in its entirety and replaced with Exhibit A appended hereto.
2. No Other Amendment. Except as amended as set forth in this Amendment, the Agreement shall remain unchanged and shall be in full force and effect.
3. Counterparts: Electronic Signatures. This Amendment may be executed electronically and in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single document.

[Signatures appear on the following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Effective Date.

**Peoples Gas System, a Division of  
Tampa Electric Company**

*Joann Wehle*  
By: jtwehle@tecoenergy.com 02/18/2021  
Name: Joann Wehle  
Title: Vice President, Marketing & Sales

*Luke Buzard*  
By: labuzard@tecoenergy.com 02/18/2021  
Name: Luke Buzard  
Title: Vice President, Pipeline Safety &  
Regulatory

**SeaCoast Gas Transmission, LLC**

*Helen Wesley*  
By: hwesley@tecoenergy.com 02/18/2021  
Name: Helen Wesley  
Title: Vice President

*Richard F Wall*  
By: rwall@tecoenergy.com 02/18/2021  
Name: Richard Wall  
Title: Vice President, Operations

**EXHIBIT A**  
**To the Operational Balancing**  
**Agreement Between**  
**PEOPLES GAS SYSTEM, a division of Tampa Electric**  
**Company and**  
**SEACOAST GAS TRANSMISSION, LLC**  
**Dated**  
**October 7, 2015**

**Location**

| <b><u>ORN</u></b> | <b><u>DESCRIPTION</u></b>         | <b><u>MEASURING PARTY</u></b> |
|-------------------|-----------------------------------|-------------------------------|
| TBD               | SeaCoast/PGS - Asbury Lake        | Seacoast                      |
| TBD               | SeaCoast/PGS - Green Cove Springs | Seacoast                      |
| TBD               | SeaCoast/PGS - Southwest Lakeland | Seacoast                      |

The Parties acknowledge that for the purposes of this Operational Balancing Agreement all listed Delivery Points will be aggregated in such a manner as to create a single Operational Imbalance as if the Delivery Points for a single Location. The Points not covered by this Operational Balancing Agreement (e.g., other FGT / PGS Interconnects) will not be included in the determination of the Operational Imbalance.

**Exhibit B – Pipeline Route Map**

**SEACOAST GAS TRANSMISSION, L.L.C  
DOCKET NO. TBD  
EXHIBIT B TO PETITION FOR APPROVAL  
PAGE 1 OF 1  
FILED: FEBRUARY 19, 2021**

