

Lisa Smith

From: Office of Commissioner Passidomo
Sent: Friday, November 19, 2021 9:40 AM
To: Commissioner Correspondence
Subject: FW: TECO/Peoples Gas Rate Hike Hearing

Please place the attached in Docket No. 20200051-GU

Thank you!

From: Barry Wurgler - General Counsel <barry@ashproperties.com>
Sent: Thursday, November 18, 2021 4:24 PM
To: Office of Commissioner Passidomo <Commissioner.Passidomo@psc.state.fl.us>
Subject: TECO/Peoples Gas Rate Hike Hearing

About a year or so ago, TECO/Peoples Gas was before the Commission seeking a rate hike. I spoke against the increase due to their instance on having land owners (at least commercial entities, unsure about residential construction), agree within the Easement Agreement that the consumer would indemnify (defend and hold harmless) TECO from its own negligence and that of its contractors and they provide no insurance covering their work, leaving the consumer having to pay to defend and for damages for negligent acts by TECO or its contractors, which is crazy, why would my employer agree to indemnify TECO for its own negligence and our typical insurance policy is for us as a shopping center owner over the land and common areas used by tenants and customers – not over excavating trenches and laying gas lines! So, we would have to obtain a separate insurance policy just to run gas lines at our centers for the tenants to have gas, especially important for restaurants.

Well, I believe it was you (didn't hear the name of the woman helping me but you appear to be the only woman on the Commission), and only you, that spoke up after I was done with my argument and questioned TECO about this (who were trying to act like they knew nothing about this and that didn't understand the concept). We lost a tenant right after that hearing, a coffee shop/restaurant, family owned, because there was no room for a propane tank behind his unit (was on a corner unit) and we couldn't get gas for him, other tenants have had to have propane tanks.

It appears, thanks to you, that TECO is no longer requiring the consumer to indemnify/insure their work! I hope it stays this way, but, we had the first need to run a gas line at a new center we just built and these terms were absent from the Easement Agreement. They still make us responsible for compliance with Call Before You Dig statute but we can live with that as we almost always know what is at our Centers (we usually build not buy) though this is still crazy as they are the ones digging and I'm told by my Construction team that if we call the CBYD they tell them that they do not assist commercial entities so impossible to comply. We don't like this, but can live with it in the Easement from TECO, at least for now.

So, this is a long thank you, I certainly did not mind typing it, I hope you do not mind reading it!

THANK YOU!!!

Barry Wurgler

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