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April 26, 2023

**VIA ELECTRONIC FILING**

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

Re: Docket No. 20230023-GU; Petition for Rate Increase by Peoples Gas System, Inc.

Docket No. 20220212-GU; Peoples Gas System, Inc.'s Petition for Approval of Depreciation Rate and Subaccount for Renewable Natural Gas Facilities Leased to Others

Dear Mr. Teitzman:

Attached for filing in the above-styled matter is Peoples Gas System Inc.'s Supplemental Response to Data Request No. 7 in Staff's First Data Request (Nos. 1-16), originally filed on March 3, 2023. Portions of this response have been redacted as they contain certain confidential proprietary business information. The accompanying Request for Confidential Classification is being filed under separate cover.

Peoples is filing this supplemental response in Docket No. 20230023 in compliance with Order PSC-2023-0128-PCO-GU.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Malcolm N. Means'.

Malcolm N. Means

MNM/bml  
Attachment  
cc: All parties of record.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Supplemental Response No. 7 filed on behalf of Peoples Gas System, Inc., has been furnished by electronic mail on this 26th day of April to the following:

Major Thompson  
Ryan Sandy  
Jennifer Crawford  
Daniel Dose  
Chasity Vaughan  
Danyel Sims  
Office of General Counsel  
Florida Public Service Commission  
Room 390L – Gerald L. Gunter Building  
2540 Shumard Oak Boulevard  
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[ddose@psc.state.fl.us](mailto:ddose@psc.state.fl.us)  
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ATTORNEY

**PEOPLES GAS SYSTEM, INC.  
DOCKET NO. 20220212-GU  
DOCKET NO. 20230023-GU  
STAFF'S FIRST DATA REQUEST  
REQUEST NO. 7  
BATES PAGE(S): Sup\_11 –  
Sup\_11-8  
FILED: MARCH 3, 2023  
SUPPLEMENTAL: APRIL 26, 2023**

7. Please refer to Paragraph 20 and provide a copy of the lease agreements referenced in this paragraph.
  
- A. Peoples Gas System, Inc. executed amendments to the PSA and the RNGSA on April 17, 2023. Peoples is providing the redacted, non-confidential versions of these amendments as a supplement to the company's original response to this Data Request dated March 3, 2023.

**FIRST AMENDMENT TO THE  
RENEWABLE NATURAL GAS SERVICE AGREEMENT**

This **FIRST AMENDMENT TO THE RENEWABLE NATURAL GAS SERVICE AGREEMENT** (this “First Amendment”) is made effective as of April 14, 2023 by and between Brightmark Sobek RNG LLC (“Brightmark”), and **Peoples Gas System, Inc., as successor in interest to Peoples Gas System, a division of Tampa Electric Company** (“PGS”). Brightmark and PGS are referred to collectively herein as the “Parties,” and each individually as a “Party.”

WITNESSETH:

WHEREAS, Brightmark and PGS entered into that certain Renewable Natural Gas Service Agreement dated September 10, 2021 (the “**Existing Agreement**”);

WHEREAS, Brightmark and PGS desire to amend the definition of the term “Commencement Date” to ensure that payments due hereunder are made according to terms and conditions acceptable to the Parties, as well as other selected modifications to the Existing Agreement, as more fully set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and accurate and are incorporated herein by this reference. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date, the Existing Agreement is hereby amended or modified as follows:

- a. All references to “Peoples Gas System, a division of Tampa Electric Company”, shall be deleted in their entirety and replaced with “Peoples Gas System, Inc.”.
- b. All references to “ready for service” shall be replaced with the new defined term “Ready for Service”.
- c. ARTICLE I - DEFINITIONS

The following definitions are deleted in their entirety and replaced with the following:

“Gas” means natural gas delivered by Shipper at the PGS Receipt Point(s), which in all cases shall conform to the requirements set forth in Appendix D hereto.

“Ready For Service” means April 4, 2023.

- d. APPENDIX E. Appendix E of the Existing Agreement is hereby amended by adding the following text after the last paragraph:

“The above figures are hereby adjusted as of the effective date of the First Amendment to the RNGSA as:

Overall Minimum Revenue Commitment = [REDACTED]

Yearly Minimum Revenue Commitment = [REDACTED]

Monthly Services Charges (prior to deduction of Transportation Charges) = [REDACTED].”

- e. Section 10.10 Notice Information is deleted in its entirety and replaced with the following:

All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally, electronically or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below or, as to each party, at such other or additional address as may be designated by such party in a written notice to the other party. The following addresses can be changed by either party upon written notice to the other party:

PGS:

Administrative Matters:

Peoples Gas System, Inc.  
702 N. Franklin Street  
Tampa, FL 33601  
Attention: Mark A. Arnold  
E-mail: maarnold@tecoenergy.com

with a copy to:  
Peoples Gas System, Inc.  
702 N. Franklin Street  
Tampa, FL 33601  
Attention: Michelle V. Szekeres, Associate General Counsel  
E-mail: mvszekeres@tecoenergy.com

Payment:

Peoples Gas System, Inc.  
702 Franklin Street  
Tampa, Florida 33602

Attention: Settlements  
Telephone: (813) 228-1768  
Facsimile: (813)228-4742  
Email: PGSSettlements@tecoenergy.com

Shipper:

Brightmark Sobek RNG LLC  
1725 Montgomery Street, Floor 3  
San Francisco, CA 94111  
Attention: General Counsel  
Email: legal@brightmarkenergy.com

3. MISCELLANEOUS.

(a) This First Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all which counterparts, when taken together, shall be deemed to constitute one and the same agreement.

(b) The parties may execute and exchange counterparts of the signature pages by facsimile or PDF, and the signature page of either party to any counterpart may be appended to any other counterpart.

(c) All terms of the Agreement not amended by this First Amendment shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement and the terms hereof, this First Amendment shall control.

(d) Except to the extent otherwise provided herein, the entry into this First Amendment does not waive any of the parties' respective rights under the Agreement and does not relieve them of their obligations under the Agreement.

*[Signature page follows.]*

**BRIGHTMARK:**

Brightmark Sobek RNG LLC, a Delaware limited liability company

By: *Gerrud Wallaert*

Name: Gerrud Wallaert

Title: Vice President

Date: April 14, 2023

**PGS:**

**Peoples Gas System, Inc., as successor in interest to Peoples Gas System, a division of Tampa Electric Company**

DocuSigned by:  
By: *Timothy J. Connor*

Name: Timothy J. Connor

Title: VP, Operations

DocuSigned by:  
By: *Lew Rutkin*

Name: Lew Rutkin

Title: VP, Business Development

Date: 4/17/2023

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT**

This **SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Second Amendment") is made effective as of April 14, 2023 by and between Brightmark Sobek RNG LLC ("**Brightmark**"), and **Peoples Gas System, Inc., as successor in interest to Peoples Gas System, a division of Tampa Electric Company** ("**PGS**").

WITNESSETH:

WHEREAS, Brightmark and PGS entered into that certain Purchase Sale Agreement dated September 25, 2021 (the "Contract"), as amended by that certain Extension Amendment to Purchase and Sale Agreement dated as of September 22, 2022 (the "**First Amendment**"); and

WHEREAS, Brightmark and PGS now desire to provide a further extension of time to close as provided in the Contract, as well as other selected modifications to the Contract, as more fully set forth in this Second Amendment.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brightmark and PGS hereby agree as follows:

1. RECITALS; DEFINITIONS. The foregoing recitals are true and accurate and are incorporated herein by this reference. Capitalized terms used herein but not defined shall have the respective meanings attributed to them in the Contract.

2. AMENDMENTS.

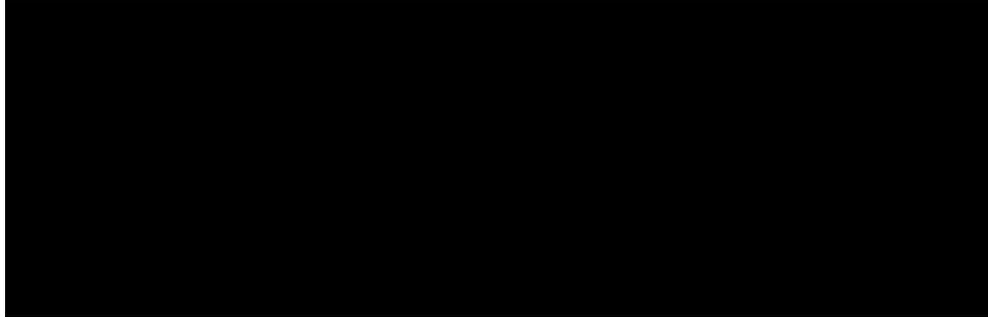
a. All references to "Peoples Gas System, a division of Tampa Electric Company", shall be deleted in their entirety and replaced with "Peoples Gas System, Inc.".

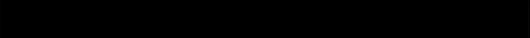
b. The definition of "Remedies Limit" in Section 1.2 is deleted in full and replaced with the following:

[REDACTED]

c. Section 8.3 of the Contract is hereby deleted in its entirety and replaced with the following:

[REDACTED]



- d. To the best of Seller’s knowledge, as of the date of this Second Amendment, Seller is not aware of acts or omissions committed by Buyer that would give rise to the exception set forth in the first sentence of Section 8.3 of the Contract, as amended.
- e. Section 16.2(e) of the Contract is hereby amended by changing the phrase  to “the Remedies Limit”.
- f. Section 20 of the Contract is hereby amended by deleting the following text:

“With a copy to: Norton Rose Fulbright US LLP  
98 San Jacinto Boulevard, Suite 1100  
Austin, Texas 78701  
Attention: Becky Diffen  
E-mail: [becky.diffen@nortonrosefulbright.com](mailto:becky.diffen@nortonrosefulbright.com)”

- g. Section 20 is further revised to revise the notice provision to the Buyer, as follows:

"If to Buyer: Peoples Gas System, Inc.  
702 N. Franklin Street  
Tampa, Florida 33601  
Attention: Mark A. Arnold, Director Sustainable Operations  
E-mail: [maarnold@tecoenergy.com](mailto:maarnold@tecoenergy.com)

With a copy to: Peoples Gas System, Inc.  
702 N. Franklin Street  
Tampa, Florida 33601  
Attention: Michelle V. Szekeres, Associate General  
Counsel  
E-mail: [mvszekeres@tecoenergy.com](mailto:mvszekeres@tecoenergy.com)

- h. The Agreement is amended by adding a new Section 37 with the following language:

“Upon either (i) the expiration or termination of the Contract; or (ii) the expiration of the Term as defined in the Facility Lease Agreement, pursuant to Section 3(a), (in either case including reimbursement to Buyer for the Biogas Lines), title and ownership over the Biogas Lines shall vest in Seller.”

- i. Exhibit A (Rent and Other Charges) to the Facility Lease Agreement is deleted in its entirety and replaced with the following:

Exhibit A (Rent and Other Charges)

Lessee to pay Lessor a Monthly Services Charge [estimated to be \_\_ as of the Effective Date] based on the total purchase price of the Facility [estimated to be \_\_ as of the Effective Date] and the actual cost of the pipelines from the digesters to the Facilities [estimated to be \$ \_\_\_\_\_ as of the Effective Date]. The Monthly Services Charge is subject to adjustment based on actual costs as calculated on the Effective Date at an annual rate of [REDACTED] spent of transaction size. All payments to be in US Dollars. [NTD: To be updated as of the Effective Date with the actual purchase price.]

3. MISCELLANEOUS. This Second Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all which counterparts, when taken together, shall be deemed to constitute one and the same agreement. The parties may execute and exchange counterparts of the signature pages by facsimile or PDF, and the signature page of either party to any counterpart may be appended to any other counterpart. All terms of the Contract not amended by this Second Amendment shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Contract and the terms hereof, this Second Amendment shall control. Except to the extent otherwise provided herein, the entry into this Second Amendment does not waive any of the parties’ respective rights under the Contract and does not relieve them of their obligations under the Contract.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Second Amendment has been executed and delivered by the duly authorized representatives of Brightmark and PGS as of the Effective Date.

**BRIGHTMARK:**

Brightmark Sobek RNG LLC, a Delaware limited liability company

By: *Gerrud Wallaert*  
Name: Gerrud Wallaert  
Title: Vice President

Date: April 14, 2023

**PGS:**

**Peoples Gas System, Inc., as successor in interest to Peoples Gas System, a division of Tampa Electric Company**

DocuSigned by:  
*Taty*  
By: *Taty*  
Name: SE124967814018 Timothy O'Connor  
Title: VP, Operations

DocuSigned by:  
*Lew Rutkin*  
By: *Lew Rutkin*  
Name: D38BF7DDE7A8435 Lew Rutkin  
Title: VP, Business Development

Date: 4/17/2023