FILED APR 15, 2014 DOCUMENT NO. 01681-14 FPSC - COMMISSION CLERK

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IN REPLY REFER TO:

Ansley Watson, Jr. P.O. Box 1531 Tampa, Florida 33601 e-mail: <u>aw@macfar.com</u>

April 15, 2014

Carlotta S. Stauffer, Director Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Docket No. 140034-GU -- Petition for approval of special gas transportation service agreement with RockTenn CP, LLC, by Peoples Gas System

Dear Ms. Stauffer:

We enclose for filing with the Commission a corrected first page of the Amended and Restated Gas Transportation Agreement between Peoples Gas System and RockTenn CP, LLC, which was attached as Exhibit A to the petition for approval of that agreement filed on February 14, 2014 in the above docket.

We discovered over the past weekend that a scanning error occurred before the petition and agreement were filed with the Commission, leaving out the beginning of the definition of "Excess Quantities" at the bottom of the first page of the agreement.

Please substitute the enclosed first page of the agreement for the first page of the agreement as filed on February 14.

Please acknowledge your receipt and the date of filing of the enclosures on the enclosed duplicate copy of this letter, and return the same to me in the preaddressed envelope which is also enclosed.

Thank you for your usual assistance.

Sincerely,

ANSLEY WATSON, JR.

AWjr/a

Carlotta S. Stauffer, Director April 15, 2014 Page 2

cc: Suzanne Brownless, Esquire (via e-mail attachment and regular mail) Office of Public Counsel (via regular mail)

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AMENDED AND RESTATED GAS TRANSPORTATION AGREEMENT

This Amended and Restated Gas Transportation Agreement (the "Agreement") is made and entered into as of the <u>lothe</u> day of <u>February</u> 2014, by and between **Peoples Gas System, a division of Tampa Electric Company**, a Florida corporation ("PGS"), and **RockTenn CP, LLC**, a Delaware limited liability company ("Shipper").

WITNESSETH:

WHEREAS, Shipper receives gas transportation service from PGS (i) at Shipper's Fernandina Beach, Florida, Facility pursuant to a Gas Transportation Agreement between PGS and Shipper dated as of October 12, 2011 (as heretofore amended, the "Fernandina Beach Transport Agreement"), (ii) at Shipper's Panama City, Florida, Facility pursuant to a Gas Transportation Agreement between PGS and Shipper (as successor in interest to Smurfit-Stone Container Corporation) dated as of November 1, 2010, and (iii) at Shipper's Jacksonville, Florida, Facility pursuant to the terms of an expired agreement for gas transportation service between PGS and Shipper (as successor in interest to Stone Container Corporation), the agreements referenced in (i) through (iii) being hereinafter referred to as the "Prior Agreements";

WHEREAS, PGS and Shipper desire to amend and restate, and to consolidate in a single document, the Prior Agreements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - DEFINITIONS

As used herein, the following terms shall have the meanings set forth below. Capitalized terms used herein, but not defined below, have the meanings given for such terms in PGS's FPSC Tariff.

"<u>Adverse Order</u>" means an order, ruling or decision issued by any governmental authority having jurisdiction if such order prohibits or restricts, or has the same effect as restricting or prohibiting, PGS from providing the transportation service contemplated by this Agreement, or is otherwise materially adverse to PGS in its sole judgment.

"<u>Business Day</u>" means the Days Monday through Friday (excluding any federal banking holiday falling on any such Day).

"<u>Capacity Release Agreement</u>" means the Amended and Restated Pipeline Capacity Release Agreement dated as of even date herewith between PGS and Shipper, as the same may be amended from time to time.

"<u>Contract Year</u>" means the period of twelve (12) consecutive months commencing on the In-Service Date, and each successive consecutive 12-month period thereafter, each commencing on an anniversary of the In-Service Date.

"Excess Quantities" means: