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In Reply Refer to: Tampa 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:

Enclosed for filing on behalf of SeaCoast Gas Transmission, L.L.C. ("Seacoast") is a Request for Confidential Treatment of portions of Exhibit A to the Petition for approval of Firm Service Agreement between Seacoast and Peoples Gas System ("Peoples"). This request includes Exhibit A.

Exhibit A is being provided under separate cover and consists of the confidential documents, and all information that Seacoast and Peoples asserts is entitled to confidential treatment has been highlighted.

Your assistance in this matter is greatly appreciated.

Sincerely,

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 : Docket No.:

SeaCoast Gas Transmission, L.L.C. Submitted for Filing: February 19, 2021

### SEACOAST GAS TRANSMISSION, L.L.C.'S REQUEST FOR CONFIDENTIAL TREATMENT

Pursuant to Section 366.093, *Florida Statutes*, SeaCoast Gas Transmission, L.L.C. ("Seacoast" or the "Company") submits the following Request for Confidential Treatment of portions of Exhibit A to the petition for approval of the Firm Service Agreement between Seacoast and Peoples Gas System ("Peoples"), which petition is submitted for filing concurrently herewith:

- 1. The following exhibits are included with and made a part of this request:
- a. Exhibit 1 consists of a copy of Exhibit A on which all information that Seacoast and Peoples asserts is entitled to confidential treatment has been highlighted.
- b. Exhibit 2 consists of a copy of Exhibit A on which all information that Seacoast and Peoples asserts is entitled to confidential treatment has been redacted.
- c. Exhibit 3 is a table containing an identification of the information highlighted in Exhibit 1, together with references to the specific statutory basis or bases for the claim of confidentiality.
- Seacoast submits that the highlighted information in Exhibit 1 is proprietary confidential business information within the meaning of Section 366.093(3), Florida Statutes.

- 3. Section 366.093(3), *Florida Statutes*, defines confidential information as information that is intended to be and is treated by the company as private in that disclosure of the information would cause harm to the company's business operations or its customers, and has not been disclosed publicly.
- 4. The confidential information is intended to be and has been treated by Seacoast and Peoples as private, its confidentiality has been maintained, and its disclosure would cause harm to Peoples and its customers.
- 5. Pursuant to Section 366.093(3)(2), such information is entitled to confidential treatment and it is exempt from the disclosure provisions of the public records law.
- 6. Once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.
- 7. Seacoast requests that the information for which it seeks confidential classification not be declassified until 18 months after the date of the Commission's order granting this request (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 Peoples under the Firm Service Agreement, the quantities for which such rates will apply, and other information) from disclosure to Seacoast's and Peoples' competitors and to other potential Seacoast customers in order to allow Seacoast, 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 Seacoast and its customers by ensuring any such future arrangements are being entered into based only on the facts and circumstances then applicable.

WHEREFORE, Seacoast respectfully requests confidential classification of the material described herein.

Respectfully submitted,

ANDREW M. BROWN, ESQ.

Phone: (813) 273-4209 E-mail: ab@macfar.com

THOMAS R. FARRIOR, ESQ.

Phone: (813) 273-4232 E-mail: 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 1**

# CONFIDENTIAL FILED UNDER SEPARATE COVER

## EXHIBIT 2 REDACTED COPIES

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 1 of 14

FILED: FEBRUARY 19, 2021 Contract No. FT1-PGS-0008

#### 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.

- 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").
- SERVICE TYPE: Firm Transportation Service.
- 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.
    - 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.

Doc ID: 20210217141652640 Sertifi Electron c Signature

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 2 of 14 FILED: FEBRUARY 19, 2021

#### CONTRACT DATA:

The Maximum Daily Quantity ("MDQ") for service under this Agreement shall be



The Maximum Hourly Quantity ("MHQ") for service under this Agreement shall be



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.

#### 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.

#### 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.

#### CONDITIONS PRECEDENT:

- 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:
  - Receipt of approval from the Florida Public Service Commission before June 30, 2021

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 3 of 14

FILED: FEBRUARY 19, 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.

#### 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:
  - 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
  - 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 forgoing 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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 4 of 14

FILED: FEBRUARY 19, 2021

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

#### 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

#### 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

#### 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:

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:

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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 5 of 14

FILED: FEBRUARY 19, 2021

#### 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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 6 of 14

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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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 7 of 14 FILED: FEBRUARY 19, 2021

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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 8 of 14 FILED: FEBRUARY 19, 2021

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:

	len Wesley	
By: hweste	ey@tecoenergy.com	
	Helen Wesley	
Title: Vice	e President	
Date: 02/1	8/2021	
Rú	chard F Wall	
By: rfwallo	@tecoenergy.com	

SEACOAST GAS TRANSMISSION, LLC

Name: Richard Wall

Title Vice President, Operations

Date: 02/17/2021

SHIPPER:

PEOPLES GAS SYSTEM

Joann Wehle
jtwehle@tecoenergy.com

Name: Joann Wehle

Title: Vice President, Marketing & Sales

Date: 02/17/2021

By: labuzard@tecoenergy.com

Name: Luke Buzard

Luke Buzard

Title: Vice President, Pipeline Safety & Regulatory

Date: 02/17/2021

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 9 of 14

FILED: FEBRUARY 19, 2021

Exhibit A - Receipt Point

Exhibit B - Delivery Point

Exhibit C - Amendment to Operational Balancing Agreement

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 10 of 14

FILED: FEBRUARY 19, 2021 EXHIBIT A

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: rfwall@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

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 11 of 14

FILED: FEBRUARY 19, 2021

EXHIBIT B

For Contract No. FT1-PGS-0008

Title: Vice President, Pipeline Safety &

Regulatory

Date: 02/17/2021

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

ORIGINAL CONTRACT DATE: February 17, 2021

RATE:

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

Reservation:	3			
Usage 1:	\$0.00 per dth			
Retainage:	0.0%			
Primary Delivery Po	oints:			
Primary Delivery Point Seacoast\PGS Southwest Lakeland	Primary <u>Delivery Point</u> d	MDQ	Minimum <u>Delivery Pressure (PSIG)</u> 100 psig	
Maximum Daily Tra Maximum Hourly Fl	·			
Maximum Hourly Q				
	dantity.			
TRANSPORTER:		SHIPPER:		
SEACOAST GAS TRANSMISSION, LLC PEOPLES GAS SYST		S SYSTEM		
Helen Wesley Joann Wehle		chle		
By: hwesley@tecoenergy.com		By: jtwehle@tecoe	By: jtwehle@tecoenergy.com	
Name: Helen Wesley		Name: Joann Wehle		
Title: Vice President 02/18/2021 Date:		Title: Vice President, Marketing & Sales Date: 02/17/2021		
Richard FW.  By: rfwall@tecoenergy.co		By: Luke Buz		
Name: Richard Wall		Name: Luke B	Name: Luke Buzard	

Title: Vice President, Operations

Date: 02/17/2021

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 12 of 14 FILED: FEBRUARY 19, 2021 EXHIBIT C

#### 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. <u>Exhibit A</u>. Exhibit A is deleted in its entirety and replaced with Exhibit A appended hereto.
- 2. <u>No Other Amendment</u>. Except as amended as set forth in this Amendment, the Agreement shall remain unchanged and shall be in full force and effect.
- 3. <u>Counterparts: Electronic Signatures</u>. 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]

Doc ID: 20210218122225965 Sertifi Electronic Signature

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL **PAGES 13 of 14** 

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 &	k Sales
Luke Buzard  By: labuzard@tecoenergy.com	_ 02/18/2021
Name: Luke Buzard	
Title: Vice President, Pipeline Sa Regulatory	fety &
SeaCoast Gas Transmission.	LLC

Helen Wesley	00/10/0001
By: hwesley@tecoenergy.com	02/18/2021
Name: Helen Wesley	
Title: Vice President	
Ríchard F Wall	00/40/0004
By: rfwall@tecoenergy.com	02/18/2021
Name: Richard Wall	
Title: Vice President, Operations	

SEACOAST GAS TRANSMISSION, L.L.C DOCKET NO. TBD EXHIBIT A TO PETITION FOR APPROVAL PAGES 14 of 14 FILED: FEBRUARY 19, 2021

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

ORN DESCRIPTION		MEASURING PARTY	
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.

Doc ID: 20210218122225965 Sertifi Electronic Signature

## EXHIBIT 3 JUSTIFICATION TABLE

#### **EXHIBIT 3**

Company: SeaCoast Gas Transmission, L.L.C.

Title: List of Confidential Documents Included in Seacoast's Request for Confidential

Treatment

Docket No.: TBD

Document	Description	No. of Pages	Conf. Y/N	Line No./Col. No.	Florida Statute 366.093( 3) Subsect ion
1	Ex. A to Petition for Approval- Firm Svc Agmt., pg. 2	1	Υ	<ol> <li>Section number 4 – end of 1<sup>st</sup> sentence.</li> <li>Section number 4 – end of 2<sup>nd</sup> sentence.</li> </ol>	(a), (d), (e)
2	Ex. A to Petition for Approval- Firm Svc Agmt., pg. 10	1	Y	Middle of page, right column, first line under column called Primary Receipt Point MDQ	(a), (d), (e)
3	Ex. A to Petition for Approval- Firm Svc Agmt., pg. 11	1	Y	1) 6th line from top, under heading Rate, across from title Reservation; 2) 12th line, under column marked Delivery Point MDQ, across from title Seacoast/PGS; 3) 14th line, across from title Maximum Daily Transport Quality; 4) 16th line, across from title Maximum Hourly Quantity.	(a), (d), (e)