



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

May 28, 2020

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Florida Gas Transmission Company, LLC
Negotiated Rates
Docket No. RP20-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the following tariff record to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1 (Tariff), proposed to become effective June 1, 2020:

<u>Version</u>	<u>Description</u>	<u>Title</u>
39.0.0	Negotiated Rates	Currently Effective Rates

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to submit to the Commission a summary of the negotiated rate agreement with Peoples Gas System, a Division of Tampa Electric Company. This tariff record is being submitted in compliance with the Commission’s modified policy on negotiated rates as described below.

The Commission’s current policy, among other things, permits pipelines to file notice of negotiated rate agreements that conform in all material respects with the pro forma service agreement contained in the pipeline’s tariff by submitting a tariff record summarizing the negotiated rate. The proposed tariff record provides the requisite information concerning the agreement, including the name of the shipper, the negotiated rate, the term of the negotiated rate agreement, the type of service, the receipt and delivery points applicable to the service and the volume of gas to be transported. In addition, the Currently Effective Rates for Negotiated Rates contains a statement certifying that the agreement contains no deviation from the form of service agreement in FGT’s tariff that goes beyond filling in the blank spaces or that affects the substantive rights of the parties in any way. Therefore, no redlined service agreement is included with this filing.

In addition, this filing documents the negotiated usage rate for a capacity release acquiring shipper who is an asset manager (AMA Acquiring Shipper) as defined in Section 284.8(h)(3) of the Commission’s Regulations. Pursuant to the Commission’s policy guidance regarding flow through of negotiated usage charges, FGT has determined that the release agreement of Florida Power & Light Company, as an AMA Acquiring Shipper, is eligible for pass through of the usage component of the relinquishing shipper’s negotiated rate under the relinquishing shipper’s service agreement which has a negotiated rate design other than straight fixed variable.

Last, this tariff record reflects a revision to Footnote 12 to update the delivery points on the Orlando Utilities Commission negotiated rate agreement, as amended.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff record submitted herewith be accepted effective June 1, 2020. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff record in this filing to become effective on June 1, 2020, the effective date of the new negotiated rate service agreements.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff record in RTF format with metadata attached, the XML filing package contains:

- . a transmittal letter including a Statement of Nature, Reasons and Basis in PDF format
- . a clean copy of the proposed tariff record in PDF format
- . a marked version of the proposed tariff changes in PDF format
- . a copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADINGS AND ORDERS

FGT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston¹

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¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FGT to include additional representatives on the official service list.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. FGT has posted a copy of this filing on its Internet website accessible via <http://fgttransfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents; the contents are true as stated, to the best of her knowledge and belief; and the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Deborah A. Bradbury

Deborah A. Bradbury
Sr. Director – Regulatory Tariffs & Reporting

NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Quantity MMBtu	Receipt Point (s)	Delivery Point (s)	Term
Tampa Electric Company	111146	FTS-3	(1)	50,000	(2)	(3)	(4)
City of Tallahassee	111147	FTS-3	(5)	(6)	(7)	(8)	(9)
Orlando Utilities Commission	111148	FTS-3	(10)	15,000	(11)	(12)	(13)
Seminole Electric Cooperative, Inc.	111150	FTS-3	(14)	(15)	(16)	(17)	(18)
Angola LNG Supply Services, LLC	111870	FTS-WD	(19)	342,610	(20)	(21)	(22)
Peoples Gas System, a Division of Tampa Electric Company	117299	FTS-3	(23)	(24)	(25)	(26)	(27)
City of Pensacola dba Pensacola Energy	121837	FTS-WD	(28)	(29)	(30)	(31)	(32)
Ascend Performance Materials Inc.	120831	FTS-WD	(33)	(34)	(35)	(36)	(37)
Peoples Gas System, a Division of Tampa Electric Company	125109	FTS-3	(38)	21,000	(39)	(40)	(41)
Florida Power & Light Company	125332	FTS-2	(42)	(43)	(44)	(45)	(46)

The provisions of these negotiated rate agreements do not deviate in any material respect from the form of service agreement in the tariff.

- (1) Combined reservation fee and usage fee of \$1.19 per MMBtu times the maximum daily quantity (assuming a 100% load factor) under the Service Agreement plus ACA and any other applicable surcharges
- (2) SESH - George County MS, SESH - Mobile County AL, Transco-Citronelle
- (3) Bayside, Polk, Lakeland North, Desoto
- (4) Commences on the In-Service Date of the Facilities (April 1, 2011) and shall continue in effect for a primary term of 25 years
- (5) Combined reservation fee and usage fee of \$1.22 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable surcharges.
- (6) 4,000 MMBtu at April 1, 2011, 5,000 MMBtu at April 1, 2012, 6,000 MMBtu at April 1, 2013
- (7) SESH - George County MS, Transco-Citronelle
- (8) Hopkins
- (9) Commences on the In-Service Date of the Facilities [April 1, 2011] and shall continue in effect for a primary term of 25 years with Shipper's unilateral right to extend an additional 10 years
- (10) Combined reservation fee and usage fee of \$1.20 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable surcharges
- (11) SESH - George County MS, Destin, Transco-Citronelle
- (12) Stanton
- (13) Commences on the In-Service Date of the Facilities [April 1, 2011] and shall continue in effect for a primary term of 25 years with Shipper's unilateral right to extend an additional 10 years
- (14) Combined reservation fee and usage fee of \$1.20 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable surcharges
- (15) 30,000 MMBtu at April 1, 2011, 60,000 MMBtu at April 1, 2012
- (16) April 1, 2011: SESH - George County MS and Transco-Citronelle
 April 1, 2012: SESH - George County MS, Destin, Transco-Citronelle
- (17) Midulla and Hardee
- (18) Commences on the In-Service Date of the Facilities [April 1, 2011] and shall continue in effect for a primary term of 25 years with Shipper's unilateral right to extend an additional 10 years
- (19) \$0.099 (exclusive of all applicable surcharges) for 342,610 MMBtu/day
- (20) Gulf LNG Pascagoula
- (21) Gulf LNG Citronelle, Grand Bay, Southern Pines Storage
- (22) Primary term shall commence on September 30, 2011 and shall continue in effect for twenty years. Shipper shall have two consecutive rollover options at the same or lesser MDQ for a term of one to five years each.
- (23) Combined reservation fee and usage fee of \$0.99 per MMBtu times the maximum daily quantity (assuming a 100% load factor) under the Service Agreement plus ACA and any other applicable surcharges
- (24) 30,000 MMBtu at January 1, 2015 through December 31, 2015
 45,000 MMBtu at January 1, 2016 through December 31, 2016

- 60,000 MMBtu at January 1, 2017 through December 31, 2017
75,000 MMBtu at January 1, 2018 through December 31, 2039
- (25) SESH - Lucedale, Destin Pipeline, GSPL Merrill
- (26) January 1, 2015 through March 31, 2015: Bayside-TECO, Polk-TECO, Lakewood Ranch-PGS, Ft. Myers-PGS, Osceola-PGS, Palm Beach-PGS
April 1, 2015 through December 31, 2017: SNG-Suwanee, Bayside-TECO, Polk-TECO, Lakewood Ranch-PGS, Ft. Myers-PGS, Osceola-PGS, Palm Beach-PGS, as well as Seacoast-TECO and Brandy Branch-PGS (from the later of June 1, 2017 or the first day of the calendar month following the day on which Transporter is able to provide service to the Expansion facilities)
January 1, 2018 through December 31, 2039: SNG-Suwanee, Seacoast-TECO, Brandy Branch-PGS, Bayside-TECO, Polk-TECO, Lakewood Ranch-PGS, Ft. Myers-PGS, Osceola-PGS, Palm Beach-PGS
- (27) Primary term shall commence on January 1, 2015 and shall continue in effect through December 31, 2039.
- (28) Fixed Negotiated Reservation Rate: equal to \$0.10/Dth calculated on a 100% load factor basis (inclusive of reservation and usage fees), plus all applicable current and future surcharges, whether reservation or usage.
- (29) 28,500 MMBtu
- (30) Destin Pipeline
- (31) Escambia M&R-FPU
- (32) Effective on 01/01/2018 shall continue in effect through 09/30/2042
- (33) Fixed Negotiated Reservation Rate: equal to \$0.10/Dth calculated on a 100% load factor basis (inclusive of reservation and usage charges), plus all applicable current and future surcharges, whether reservation or usage.
- (34) 10,000 MMBtu October 1, 2017 through March 31, 2018
40,000 MMBtu April 1, 2018 through September 30, 2042
- (35) Destin Pipeline
- (36) Escambia M&R-FPU
- (37) Effective on the later of (i) October 1, 2017 or (ii) the first day of the calendar month following the day on which Transporter is able to provide to shipper firm service and shall continue for 25 years
- (38) 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.80 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition to any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges
- (39) Primary Receipt Points (Destin Pipeline, TRANSCO Citronelle FGT Mainline and SESH Lucedale (Rec)) and all Alternate Receipt Points on Transporter's system
- (40) Primary Delivery Points (Polk Power Station-TECO, Panama City Division - DIVISION MDTQ, Panama City-PGS - Assoc Point, Panama City North-TECO/PGS - Assoc Point, St Petersburg Division - DIVISION MDTQ, St Petersburg North-PGS - Assoc Point, St Petersburg-PGS - Assoc Point, Bayside-TECO and all Alternate Delivery Points on Transporter's system
- (41) June 1, 2020 through May 31, 2045
- (42) This is a capacity release acquiring shipper's contract. Acquiring shipper is an asset manager that is eligible for pass through of the usage rate of the relinquishing shipper's negotiated rates and is not an affiliate of Transporter. Fixed Negotiated Base Usage Rate: \$0.00/Dth
- (43) 87,000 MMBtu at June 1, 2020 through October 31, 2020
24,000 MMBtu at November 1, 2020 through March 31, 2021
87,000 MMBtu at April 1, 2021 through October 31, 2021
24,000 MMBtu at November 1, 2021 through March 31, 2022
- (43) Primary Receipt Points (GSPL Mobile Bay-FGT Capacity and Destin P/L)
- (44) Primary Delivery Point (Gulf Power Smith Plt)
- (45) June 1, 2020 through March 31, 2022

NEGOTIATED RATES 1/
 FIRM MARKET AREA TRANSPORTATION
 RATES - CENTS PER MMBtu

Rate Schedule	Shipper Name	Negotiated Rates			Maximum Rates Including Surcharges		
		Reservation Charge	Usage Charge	100% Load Factor Rate	Reservation Charge	Usage Charge	100% Load Factor Rate
FTS-2	Southern Company Services, Inc.			75.36¢			75.32¢
ACA unit charge			7/				
Effective Unit Fuel Charge							
Forwardhaul							
	Western Division to Market Area		3.91¢				
	Market Area to Market Area		0.00				
	Western Division to Western Division		1.35	2/			
Backhaul							
			-				
Effective Fuel Reimbursement Charge Percentage							
(pursuant to Section 27 of the GTC)							
Forwardhaul							
	Western Division to Market Area		2.56%	3/			
	Market Area to Market Area			4/			
	Western Division to Western Division		0.88	5/			
Backhaul							
			0.00	6/			

- 1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable form of service agreement set forth in Transporter's FERC Gas Tariff.
- 2/ Exceptions to the stated Unit Fuel Charge are: 1) quantities that do not move through any forwardhaul compressor station shall be charged 0.00¢ and 2) quantities that move through only one forwardhaul compressor station shall be charged the lost and unaccounted for rate of (0.39)¢.
- 3/ Base Fuel Reimbursement Charge Percentage 2.56%
 Flex Adjustment 0.00%
 Effective Fuel Reimbursement Charge Percentage 2.56%
- 4/ The Fuel Reimbursement Charge Percentage shall be 0.25% per compressor station, subject to a minimum of 0.25%, up to a maximum of 2.56%.
- 5/ Excludes fuel charges by Transporting Pipelines, if any, that are applicable to Shipper in accordance with Section 5 of Rate Schedule FTS-WD. Exceptions to the stated Fuel Reimbursement Charge Percentage are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00% and 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel percentage of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage of 0.00% or b) the stated Fuel Reimbursement Charge Percentage.
- 6/ For backhauls within the Market Area, the fuel charge including lost and unaccounted for shall be 0.25%. For all other backhauls, the fuel charge shall be the lost and unaccounted for rate of 0.00%.
- 7/ ACA unit charge applicable to Shippers pursuant to GT&C Section 22.

MARKED VERSION

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ACA unit charge

7/

Effective Unit Fuel Charge

Forwardhaul

Western Division to Market Area

3.91¢

Market Area to Market Area

0.00

Western Division to Western Division

1.35 2/

Backhaul

-

Effective Fuel Reimbursement Charge Percentage

(pursuant to Section 27 of the GTC)

Forwardhaul

Western Division to Market Area

2.56% 3/

Market Area to Market Area

4/

Western Division to Western Division

0.88 5/

Backhaul

0.00 6/

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- 6/ For backhauls within the Market Area, the fuel charge including lost and unaccounted for shall be 0.25%. For all other backhauls, the fuel charge shall be the lost and unaccounted for rate of 0.00%.
- 7/ ACA unit charge applicable to Shippers pursuant to GT&C Section 22.