



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

December 12, 2019

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

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

Dear Ms. Bose:

In compliance with Sections 154.204, 154.1(d) and 154.112(b) of the Federal Energy Regulatory Commission's (Commission) regulations, Florida Gas Transmission Company, LLC (FGT) herewith electronically submits for filing with the Commission the following tariff records to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1 (Tariff) proposed to become effective on January 1, 2020:

<u>Version</u>	<u>Description</u>	<u>Title</u>
37.0.0	Negotiated Rates	Currently Effective Rates
11.0.0	GT&C Section 30.	Non-Conforming Agreements

STATEMENT OF NATURE, REASONS AND BASIS

FGT and Florida Public Utilities Company are parties to Rate Schedule FTS-3 service agreement, Contract No. 120703, which is a currently effective negotiated rate service agreement. In conjunction with a construction project to provide additional service to FPU, Contract No. 120703 was amended to update the negotiated rate, contract quantity and delivery points as well as to add a non-conforming credit agreement. The amended agreement will become effective on January 1, 2020, the in-service date of the construction project. FGT proposes herein to add FPU Contract No. 120703 to the list of non-conforming agreements in GT&C Section 30 and remove Contract No. 120703 from the Negotiated Rates, Currently Effective Rates tariff record.

FGT is making a concurrent filing to add the above amended agreement Contract No. 120703 as tariff records in its Original Volume No. 1-A.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the tariff records included herein be accepted effective January 1, 2020, the commencement date of the non-conforming service agreement. FGT respectfully requests that 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 records in this filing to become effective on January 1, 2020.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- . a transmittal letter in PDF format
- . a clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . 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
Vice President
Chief Regulatory Officer
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Kevin Erwin¹
General Counsel
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2745
(713) 989-1212 (Fax)
kevin.erwin@energytransfer.com

Deborah A. Bradbury^{1 2}
Sr. Director – Regulatory Tariffs & Reporting
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7571
(713) 989-1205 (Fax)
debbie.bradbury@energytransfer.com

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 electronically on jurisdictional customers and interested state regulatory agencies. FGT has posted this filing on its Internet website accessible via <http://fgttransfer.energytransfer.com> under Informational Postings, Regulatory.

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.

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
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Pursuant to Section 385.2005(a) 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

<u>Shipper</u>	<u>Contract No.</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Quantity MMBtu</u>	<u>Receipt Point (s)</u>	<u>Delivery Point (s)</u>	<u>Term</u>
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)

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, Vero Beach
- (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

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

3.64¢

Market Area to Market Area

0.00

Western Division to Western Division

1.74 2/

Backhaul

-

Effective Fuel Reimbursement Charge Percentage

(pursuant to Section 27 of the GTC)

Forwardhaul

Western Division to Market Area

2.44% 3/

Market Area to Market Area

4/

Western Division to Western Division

0.98 5/

Backhaul

0.16 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 0.22¢.
- 3/ Base Fuel Reimbursement Charge Percentage 2.44%
 Flex Adjustment 0.00%
 Effective Fuel Reimbursement Charge Percentage 2.44%
- 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 2.44%.
- 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 0.16% 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 0.16%.
- 7/ ACA unit charge applicable to Shippers pursuant to GT&C Section 22.

GENERAL TERMS AND CONDITIONS

30. NON-CONFORMING AGREEMENTS

A. Non-Conforming Agreements

1. Rate Schedule FTS-2

- a. Florida Power & Light Company Firm Transportation Service Agreement dated August 3, 1999 (subsequently consolidated with Florida Power & Light FTS-2 contract dated December 12, 1991), Contract No. 3623
- b. JEA Firm Transportation Service Agreement dated October 20, 1999, Contract No. 6034
- c. Peoples Gas System Firm Transportation Service Agreement dated October 13, 1999, Contract No. 6035
- d. City of Tallahassee Firm Transportation Service Agreement dated September 22, 1999, Contract No. 6036
- e. Tampa Electric Company Firm Transportation Service Agreement dated June 12, 2000, Contract No. 6088

2. Rate Schedule FTS-1

- a. Florida Power & Light Company Firm Transportation Service Agreement dated November 1, 1989, Contract No. 3247

B. Non-Conforming Agreements with Negotiated Rates

1. Rate Schedule FTS-2

- a. Southern Company Services, Inc. Firm Transportation Service Agreement dated June 4, 1999, Contract No. 5997

2. Rate Schedule FTS-3

- a. Duke Energy Florida, LLC (formerly Florida Power Corporation d/b/a Progress Energy Florida, Inc.) Firm Transportation Service Agreement dated December 9, 2009, Contract No. 111144
- b. Florida Power & Light Company Firm Transportation Service Agreement dated December 9, 2009, Contract No. 111145

- c. Seminole Electric Cooperative, Inc. Firm Transportation Service Agreement dated June 1, 2018, Contract No. 122314
 - d. Seminole Electric Cooperative, Inc. Firm Transportation Service Agreement dated June 1, 2018, Contract No. 122315
 - e. Seminole Electric Cooperative, Inc. Firm Transportation Service Agreement dated June 1, 2018, Contract No. 122316
 - f. Florida Public Utilities Company, Firm Transportation Service Agreement dated April 7, 2017, Contract No. 120703
2. Rate Schedule FTS-WD-2
- a. Shell Energy North America (US), L.P. Firm Transportation Service Agreement dated May 18, 2018, Contract No. 122907
 - b. JERA Energy America LLC, Firm Transportation Service Agreement dated May 29, 2018, Contract No. 123157.
3. Rate Schedule FTS-WD
- a. PowerSouth Energy Cooperative, Firm Transportation Service Agreement dated November 16, 2018, Contract No. 123086.
 - b. Ascend Performance Materials Inc., Firm Transportation Service Agreement dated November 27, 2018, Contract No. 123145.

MARKED VERSION

NEGOTIATED RATES

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Quantity MMBtu	Receipt Point (s)	Delivery Point (s)	Term
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Peoples Gas System, a Division of Tampa Electric Company	117299	FTS-3	(23)	(24)	(25)	(26)	(27)
Florida Public Utilities Company	120703	FTS-3	(28)	8,000	(29)	(30)	(31)
City of Pensacola dba Pensacola Energy	121837	FTS-WD	(32 28)	(32 29)	(34 30)	(35 31)	
Ascend Performance Materials Inc.	120831	FTS-WD	(37 33)	(38 34)	(39 35)	(40 36)	(41 37)

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- (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 \$1.19/Dth calculated on a 100% load factor basis plus all applicable current and future surcharges.~~
- ~~(29) Destin Pipeline~~
- ~~(30) Quincy-CUC, Trenton-CUC, Crystal River-CUC, Sneads-CTC-CUC, Bonifay-CTC-CUC, Lecanto-CUC, W Plant City-CFC~~
- ~~(31) May 1, 2017 through September 30, 2041~~
- ~~(3228) 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.~~
- ~~(3329) 28,500 MMBtu~~
- ~~(3430) Destin Pipeline~~
- ~~(3531) Escambia M&R-FPU~~
- ~~(3632) Effective on 01/01/2018 shall continue in effect through 09/30/2042~~
- ~~(3733) 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.~~
- ~~(3834) 10,000 MMBtu October 1, 2017 through March 31, 2018
40,000 MMBtu April 1, 2018 through September 30, 2042~~
- ~~(3935) Destin Pipeline~~
- ~~(4036) Escambia M&R-FPU~~
- ~~(4137) 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~~

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(pursuant to Section 27 of the GTC)

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B. Non-Conforming Agreements with Negotiated Rates

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