

December 28, 2017

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. RP18-\_\_\_\_\_

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) submits herewith for filing the following tariff record to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1, proposed to become effective January 1, 2018.

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

#### **STATEMENT OF NATURE, REASONS AND BASIS**

The purpose of this filing is to submit to the Federal Energy Regulatory Commission (Commission) a tariff record that reflects a negotiated rate service agreement with City of Pensacola dba Pensacola Energy (Pensacola) that was acquired from Florida Public Utilities Company (FPU) as a permanent capacity release. The proposed tariff record "Negotiated Rates, Currently Effective Rates" included herein reflects the details for Pensacola's Contract Number 121837. The capacity release was awarded to Pensacola on December 27, 2017 in accordance with temporary waivers of certain capacity release regulations and FGT tariff provisions as requested by FPU and Pensacola and granted in the Commission's letter order dated September 29, 2017 in Docket No. RP17-1031-000.

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 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.

#### **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 January 1, 2018 without further action from FGT. FGT reserves the right to move the tariff record into effect in the event any change to the proposed tariff record may be ordered by the Commission.

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 January 1, 2018, the effective date of the new negotiated rate service agreement.

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The eTariff XML filing package contains:

- . the proposed tariff record in RTF format with metadata attached
- . a transmittal letter in PDF format
- . a clean copy of the proposed tariff record in PDF format for publishing in eLibrary
- . a marked version of the proposed tariff changes pursuant to Section 154.201(a) of the Commission's Regulations
- . 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. Langston**<sup>1</sup>

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](mailto:michael.langston@energytransfer.com)

**Kevin Erwin**<sup>1</sup>

General Counsel  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-2745  
(713) 989-1189 (Fax)  
[kevin.erwin@energytransfer.com](mailto:kevin.erwin@energytransfer.com)

**Deborah A. Bradbury**<sup>1 2</sup>

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](mailto:debbie.bradbury@energytransfer.com)

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<sup>1</sup> 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.

<sup>2</sup> 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
Duke Energy Florida, Inc.	111144	FTS-3	(1)	75,000	(2)	(3)	(4)
Florida Power & Light Company	111145	FTS-3	(5)	400,000	(6)	(7)	(8)
Tampa Electric Company	111146	FTS-3	(9)	50,000	(10)	(11)	(12)
City of Tallahassee	111147	FTS-3	(13)	(14)	(15)	(16)	(17)
Orlando Utilities Commission	111148	FTS-3	(18)	15,000	(19)	(20)	(21)
Seminole Electric Cooperative, Inc.	111150	FTS-3	(22)	(23)	(24)	(25)	(26)
Angola LNG Supply Services, LLC	111870	FTS-WD	(27)	342,610	(28)	(29)	(30)
Peoples Gas System, a Division of Tampa Electric Company	117299	FTS-3	(31)	(32)	(33)	(34)	(35)
Florida Public Utilities Company	120703	FTS-3	(36)	8,000	(37)	(38)	(39)
City of Pensacola dba Pensacola Energy	121837	FTS-WD	(40)	(41)	(42)	(43)	(44)
Ascend Performance Materials Inc.	120831	FTS-WD	(45)	(46)	(47)	(48)	(49)

The provisions of these negotiated rate agreements do not deviate in any material respect from the form of service agreement in the tariff; provided, however, the underlying service agreement will be filed as a non-conforming service agreement, if applicable, in FGT's FERC Gas Tariff, Original Volume No. 1-A.

- (1) Combined reservation fee and usage fee of \$1.30 per MMBtu times the maximum daily quantity assuming a 100% load factor plus Annual Charge Adjustment Surcharge and any other applicable surcharges
- (2) Transco-Citronelle
- (3) Suwannee, Shady Hills, Anclote, Hines, Vandolah
- (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 with Shipper's unilateral right to extend an additional 10 years
- (5) Combined reservation fee and usage fee of \$1.175 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable surcharges
- (6) SESH - George County MS and Transco-Citronelle
- (7) See Exhibit B on tariff record "Contract No. 111145, Non-Conforming Service Agreement, Version 0.0.0" in FGT's Original Volume No. 1-A.
- (8) The amended negotiated rate commences on the in-service date of the Compression Station No. 21.5 Project [August 1, 2015] and shall, subject to the terms and conditions of the Negotiated Rate Agreement continue in effect through the primary term ending March 31, 2036 and, if applicable, any secondary term of the Service Agreement.
- (9) 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
- (10) SESH - George County MS, SESH - Mobile County AL, Transco-Citronelle
- (11) Bayside, Polk, Lakeland North, Desoto
- (12) Commences on the In-Service Date of the Facilities (April 1, 2011) and shall continue in effect for a primary term of 25 years
- (13) 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.
- (14) 4,000 MMBtu at April 1, 2011, 5,000 MMBtu at April 1, 2012, 6,000 MMBtu at April 1, 2013
- (15) SESH - George County MS, Transco-Citronelle
- (16) Hopkins
- (17) 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
- (18) 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
- (19) SESH - George County MS, Destin, Transco-Citronelle
- (20) Stanton, Vero Beach
- (21) 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

- (22) 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
- (23) 30,000 MMBtu at April 1, 2011, 60,000 MMBtu at April 1, 2012
- (24) April 1, 2011: SESH - George County MS and Transco-Citronelle  
April 1, 2012: SESH - George County MS, Destin, Transco-Citronelle
- (25) Midulla and Hardee
- (26) 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
- (27) \$0.099 (exclusive of all applicable surcharges) for 342,610 MMBtu/day
- (28) Gulf LNG Pascagoula
- (29) Gulf LNG Citronelle, Grand Bay, Southern Pines Storage
- (30) 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.
- (31) 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
- (32) 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
- (33) SESH - Lucedale, Destin Pipeline, GSPL Merrill
- (34) 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
- (35) Primary term shall commence on January 1, 2015 and shall continue in effect through December 31, 2039.
- (36) Fixed negotiated reservation rate: equal to \$1.19/Dth calculated on a 100% load factor basis plus all applicable current and future surcharges.
- (37) Destin Pipeline
- (38) Quincy-CUC, Trenton-CUC, Crystal River-CUC, Sneads CTG-CUC, Bonifay CTG-CUC, Lecanto-CUC, W Plant City CFG
- (39) May 1, 2017 through September 30, 2041
- (40) 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.
- (41) 28,500 MMBtu
- (42) Destin Pipeline
- (43) Escambia M&R-FPU
- (44) Effective on 01/01/2018 shall continue in effect through 09/30/2042
- (45) 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.
- (46) 10,000 MMBtu October 1, 2017 through March 31, 2018  
40,000 MMBtu April 1, 2018 through September 30, 2042
- (47) Destin Pipeline
- (48) Escambia M&R-FPU
- (49) 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 Surcharge							
Forwardhaul							
	Western Division to Market Area		(0.76)¢				
	Market Area to Market Area		0.00				
	Western Division to Western Division		(0.02)	2/			
Backhaul							
			-				
Effective Fuel Reimbursement Charge Percentage							
(pursuant to Section 27 of the GTC)							
Forwardhaul							
	Western Division to Market Area		2.64%	3/			
	Market Area to Market Area			4/			
	Western Division to Western Division		1.08	5/			
Backhaul							
			0.02	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 Surcharge 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 (0.02)¢.
- 3/ Base Fuel Reimbursement Charge Percentage 2.64%  
 Flex Adjustment 0.00%  
 Effective Fuel Reimbursement Charge Percentage 2.64%
- 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 2.64%.
- 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 0.02% 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 0.02%.
- 7/ ACA unit charge applicable to Shippers pursuant to GT&C Section 22.

MARKED VERSION

NEGOTIATED RATES

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Florida Public Utilities Company	120703	FTS-3	(36)	8,000	(37)	(38)	(39)
<del>Florida Public Utilities Company</del> Energy	<del>City of Pensacola dba Pensacola</del> (42) (43) (44)			<del>120704</del> 121837	FTS-WD	(40)	(41)
Ascend Performance Materials Inc.	120831	FTS-WD	(45)	(46)	(47)	(48)	(49)

The provisions of these negotiated rate agreements do not deviate in any material respect from the form of service agreement in the tariff; provided, however, the underlying service agreement will be filed as a non-conforming service agreement, if applicable, in FGT's FERC Gas Tariff, Original Volume No. 1-A.

- (1) Combined reservation fee and usage fee of \$1.30 per MMBtu times the maximum daily quantity assuming a 100% load factor plus Annual Charge Adjustment Surcharge and any other applicable surcharges
- (2) Transco-Citronelle
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- (9) 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
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- (38) Quincy-CUC, Trenton-CUC, Crystal River-CUC, Sneads CTG-CUC, Bonifay CTG-CUC, Lecanto-CUC, W Plant City CFG
- (39) May 1, 2017 through September 30, 2041
- (40) 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.
- (41) 28,500 MMBtu
- (42) Destin Pipeline
- (43) Escambia M&R-FPU
- (44) Effective on ~~the later of 10/01/2017 or the first day of the calendar month following the day on which Transporter is able to provide service to the Escambia M&R-FPU delivery point and~~ 01/01/2018 shall continue in effect ~~for 25 years~~ through 09/30/2042
- (45) 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.
- (46) 10,000 MMBtu October 1, 2017 through March 31, 2018  
40,000 MMBtu April 1, 2018 through September 30, 2042
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NEGOTIATED RATES 1/  
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 RATES - CENTS PER MMBtu

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Forwardhaul							
	Western Division to Market Area		(0.76)¢				
	Market Area to Market Area		0.00				
	Western Division to Western Division		(0.02)	2/			
Backhaul							
			-				
Effective Fuel Reimbursement Charge Percentage							
(pursuant to Section 27 of the GTC)							
Forwardhaul							
	Western Division to Market Area		2.64%	3/			
	Market Area to Market Area			4/			
	Western Division to Western Division		1.08	5/			
Backhaul							
			0.02	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 Surcharge 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 (0.02)¢.
- 3/ Base Fuel Reimbursement Charge Percentage 2.64%  
 Flex Adjustment 0.00%  
 Effective Fuel Reimbursement Charge Percentage 2.64%
- 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 2.64%.
- 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 0.02% 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 0.02%.
- 7/ ACA unit charge applicable to Shippers pursuant to GT&C Section 22.