

## CONSTRUCTION DEPOSIT AGREEMENT

PEOPLES GAS SYSTEM, a Division of Tampa Electric Company, a Florida corporation (hereinafter called "COMPANY"), and The City of Pembroke Pines (hereinafter called "APPLICANT") of 8300 S. Palm Drive Pembroke Pines, Fl. 33025 in consideration of the premises and of other valuable consideration, hereby agree as follows:

- (1) That Teco PGS Gas Company will extend its gas main and/or service as follows:

For a total distance of 1,800' feet (hereinafter referred to as the "EXTENSION"). The route of said Extension is shown as Exhibit "A" hereto attached and hereby made a part hereof.

(2) Without any right to refund, except solely as provided in paragraphs (3) and (4) hereof, Applicant will pay to Company \$47,752.00 in advance of actual construction [said amount being the cost of the Extension, less the Maximum Allowable Construction Cost ("MACC") thereof (determined in accordance with Company's tariff on file with the Florida Public Service Commission), and less an allowance to Applicant of \$ 0 for 0 bona fide consumer(s) to be connected to said Extension].

(3) At the end of one year from the date on which gas service to Applicant is initiated by Company, the MACC shall be recomputed using, in the calculation thereof, a re-estimation of the annual revenue (considering the actual revenue derived during the first year). If the MACC so re-calculated exceeds the MACC used to determine the amount paid by Applicant to Company pursuant to paragraph (2) hereof, Company shall refund to Applicant an amount equal to such excess.

(4) For each additional customer connected at any point on said Extension within a period of four years after the date of completion of said Extension, Company further agrees to refund to Applicant an amount by which the MACC for such additional customer exceeds the cost of connecting such customer, provided that an additional extension shall not have been necessary to serve such additional customer.

(5) The aggregate refund to Applicant made through the provisions of the foregoing paragraphs (3) and (4) shall at no time exceed the original deposit of Applicant.

(6) The Extension shall at all time be the property of Company. Any un-refunded portion of Applicant's deposit hereunder, at the end of four (4) years from the date of completion of the Extension covered by this Agreement, shall become the property of the Company.

Applicant acknowledges having read and understood the General Terms and Conditions on the reverse side hereof and agrees to said terms and conditions, which are made a part hereof.

DATED AND EXECUTED at \_\_\_\_\_, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


APPLICANT \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Title: \_\_\_\_\_

PEOPLES GAS SYSTEM, a Division of  
TAMPA ELECTRIC COMPANY By:

BY: Doug Huffman



Title: Account Manager

### GENERAL TERMS AND CONDITIONS

- I. It is agreed that no refund or repayment will be made for any customer not connected directly to the Extension covered by this contract, and after the expiration of the periods of time provided in paragraphs (3) and (4) no further refunds or repayments shall be made by Company to Applicant.
- II. The Company's obligation to construct the Extension provided for herein will be carried out with all reasonable expedition, subject to an adequate supply of gas to serve the consumer(s) to be connected to the Extension, and subject to applicable laws, rules and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatsoever nature reasonably beyond the Company's control.
- III. In the event the cost of construction contemplated herein is increased or decreased significantly, for any reason, prior to commencement of such construction, the amount of deposit provided for herein shall be increased by mutual agreement of Company and applicant or this contract may be canceled by either party if no such agreement is reached.
- IV. Applicant understands that Company shall not be obligated or required to construct the Extension contemplated by this agreement in advance of and prior to the construction of Extensions covered by contracts and authorizations which were entered into by Company prior to the date of this Agreement, or Extensions required to be constructed by the provision of Company's franchise or construction required to maintain existing service.
- V. Title to said Extension, including its pipes and appurtenances, connections thereto and extensions thereof, including the right to use, operate and maintain same, shall forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.