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COMMISSION
CLERK

October 22, 2013

BY HAND DELIVERY

Ms. Ann Cole, Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: New Filing - Florida Public Utilities Company's Notice of Change of Ownership and
Petition for Approval of Tariff Pages Reflecting Service to Customers in the City of
Fort Meade**

Dear Ms . Cole:

Enclosed, please find the original and seven (7) copies of Florida Public Utilities Company's Notice of Change of Ownership and Petition for Approval of Tariff Pages Reflecting Service to Customers in the City of Fort Meade. Included as Attachment 1 to this filing is Original Volume No. 1, Natural Gas Tariff, Florida Public Utilities Company-Fort Meade (Original Sheet Nos. 1-91).

As always, thank you for your assistance with this filing. Please do not hesitate to contact me if you have any questions whatsoever.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of Change of Ownership and) Docket No.
Petition of Florida Public Utilities Company for)
approval of tariff pages reflecting acquisition of) Filed: October 22, 2013
the natural gas system of the City of Fort)
Meade.)

NOTICE OF CHANGE OF OWNERSHIP AND PETITION FOR APPROVAL OF TARIFF
PAGES REFLECTING SERVICE TO CUSTOMERS IN THE CITY OF FORT MEADE

Florida Public Utilities Company (“FPUC” or “Company”), by and through undersigned counsel, pursuant to Rules 25-9.044, 28-106.201, and 25-7.033, Florida Administrative Code, and Section 366.06, Florida Statutes, provides notice of its acquisition of the natural gas system serving the City of Fort Meade, Florida, (“City”) and asks that the tariff pages reflecting service to customers in the City through the Florida Public Utilities Company – Fort Meade division (“Fort Meade Division”), which are attached and incorporated herein as Attachment 1, be approved. At this time, the Company is not requesting approval of any base rate adjustment. Moreover, the tariffs appended hereto reflect the current per therm rate charged to customers by the City for natural gas service.

In support of this Petition, the Company hereby states:

1. Notices and communications with respect to this petition and docket should be addressed to:

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 S. Monroe Street, Suite 601
Tallahassee, FL 32301-1804

Cheryl Martin
Director, Regulatory Affairs
1641 Worthington Road, Suite 220
West Palm Beach, FL 33409

2. FPUC is an investor-owned natural gas utility providing retail distribution service, as well as transportation service, to customers in Florida. In accordance with the provisions of Chapter 366, Florida Statutes, the Company is subject to regulation by the Commission.

BACKGROUND

3. The City currently provides natural gas service to an estimated 1,100 customers. However, over the past few years, the revenues generated to the City through operation of the natural gas utility have been relatively low, for example revenues for 2012 were about \$6,000. In conjunction with the prolonged economic downturn, the low revenues generated by the natural gas utility system have limited the amount of funds available to the City to conduct infrastructure improvements throughout the City, including improvements to roads and other City-owned utilities. The City therefore determined that the sale of the natural gas system to a larger utility would be prudent.

4. On June 11, 2013, the City Commission of the City of Fort Meade voted to sell the City's natural gas system to FPUC for \$820,000, plus additional annual amounts to be paid over the next five years and earmarked for purposes of economic development. The purchase agreement for the sale of the system to FPUC was approved subsequently by the City at its October 8, 2013, City Commission meeting. A new franchise agreement, Ordinance No. 13-13, granting FPUC a 30-year franchise to provide natural gas service to customers in the City has also been approved on first reading by the City Commission and will be taken up for second reading at the City Commission's November 12, 2013 meeting. Pursuant to the new franchise agreement, the City will collect an annual franchise fee from the Company of approximately \$10,000.

5. Because the transition in service is expected to occur rather rapidly upon final approval of the franchise agreement, the Company now provides notice of its acquisition of the City's natural gas utility system and offers the attached tariff pages reflecting service to resident of Fort Meade under the name "Florida Public Utilities Company-Fort Meade."

Florida Public Utilities Company-Fort Meade Tariff

6. By this Petition, the Company is also requesting approval of the proposed tariff sheets in accordance with Rule 25-9.044, Florida Administrative Code, because the tariff sheets reflect some deviations from the service terms and conditions currently applied to natural gas service by the City. To be clear, the per therm “energy charge” of \$0.557 will remain the same as that which is currently assessed to customers in Fort Meade. The only changes made have been to bring the service terms and conditions of service in line with those applicable to the rest of the Company’s natural gas system, as well as minor adjustments to apply uniform fees for activities such as service connection, meter deposits, meter testing, late payment penalties, and service applications. For instance, for residential customers, the City currently requires a \$200 meter deposit for customers whose credit history returns a “Yellow Light” responses. With FPUC, such customer may either pay a \$112 deposit or endeavor to otherwise establish credit through the several alternative options offered on Original Sheet No. 12. As another example, for same day service connection, the City currently charges \$60. With FPUC-Fort Meade, customers will pay slightly less for same day service connection at \$50. For a meter-read only, customers with the City currently pay \$30, but will pay just \$23 with FPUC-Fort Meade. For reference purposes, attached hereto as Attachment 2 is the document reflecting the current City of Fort Meade Utility Policies.

7. The customers in the City of Fort Meade will see significant benefits from service by FPUC, an established company with a long history of natural gas service. The Company expects to be able to provide more efficient service, repair, and maintenance to customers in the City. FPUC will also be better able to expand the system, as needed, and ensure that appropriate upgrades are made in a timely manner. Because the Company has broader gas purchasing capabilities, the Company also expects to be able to obtain natural gas at lower prices than the

City has been able to achieve. Moreover, the Company anticipates that the new division will be addressed in the Company's next rate case, at which time the Company will be able to offer customers in Fort Meade a much wider array of services and options than are currently available to them, including the ability to participate in the Company's conservation programs.

8. FPUC does not believe that acquisition of the Fort Meade natural gas utility and service to customers in Fort Meade will have any adverse impact on its existing customer base. To the contrary, service in Fort Meade provides additional opportunities for expansion and growth in the area, which ultimately provides benefits to all FPUC customers, including the ability to allocate costs over a broader customer base. FPUC asks, therefore, that the Commission approve these tariff pages as filed with an effective date the date of the Commission's vote.

9. As noted, included with this Petition as Attachment 1, is Original Volume No. 1 of the Natural Gas Tariff of Florida Public Utilities – Fort Meade, which encompasses Original Sheet Nos. 1 – 91, for which the Company seeks approval.

WHEREFORE, for all the foregoing reasons, FPUC respectfully requests that the Commission granted the relief requested herein.

Respectfully submitted this 22nd day of October,
2013.



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706
Attorneys for Florida Public Utilities Company

ATTACHMENT 1

Natural Gas Tariff
Original Volume No. 1
Of

Florida Public Utilities Company – Fort Meade

Florida Public Utilities Company-Fort Meade
F.P.S.C. Gas Tariff
Original Volume No. 1

Original Sheet No. 1



**NATURAL GAS TARIFF
ORIGINAL VOLUME NO. 1**

of

FLORIDA PUBLIC UTILITIES COMPANY - FORT MEADE

Filed With

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company-Fort Meade
1641 Worthington Rd, Ste 220
West Palm Beach, FL 33409

Attn: Director of Regulatory Affairs

Issued By: Jeffry Householder, President

Effective:

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SYSTEM MAP AND DESCRIPTION OF TERRITORY SERVED



Florida Public Utilities Company-Fort Meade, is engaged in the business of distribution and sales of natural gas in the general area of the Town of Fort Meade, in Polk County, Florida.

Issued by: Jeffry Householder, President

Effective:

MISCELLANEOUS GENERAL INFORMATION

Florida Public Utilities Company was incorporated under the Laws of Florida in 1924 and adopted its present corporate name in 1927.

It is principally engaged in the distribution and sale of natural gas and electricity. Its operations are entirely within the State of Florida.

The division office of the Company is located at:

1015 6th Street, NW
Winter Haven, Florida 33881-4018

The general office of the Company is located at:

Florida Public Utilities Company
1641 Worthington Road, Ste 220
West Palm Beach, Florida 33409

Communication covering rates should be addressed to the general office of the Company.

TECHNICAL TERMS AND ABBREVIATIONS

When used in rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company - Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant - any Person applying for gas service from the Company at one location.
- C. Customer - any Person receiving gas service at one location from the Company under the Rules and Regulations of the Company.
- D. Service Classifications -
 - (1) Residential Service - service to a Customer supplied for (a) residential purposes in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or sleeping place of one (1) or more persons; (b) rooming houses of less than seven (7) rooms for rent; (c) for commercial and residential use on the same premises where the commercial use is less than twenty-five percent (25%) of total; (d) multiple billed master-metered multi-family dwellings.

Residential Service - shall also include service in commonly owned facilities in residential condominium, cooperative apartment, and homeowner association buildings subject to the following criteria:
 - 1. 100% of the service is used exclusively for co-owner's benefit.
 - 2. None of the service is used in any endeavor which sells or rents a commodity or provides a service for a fee.
 - 3. Each point of delivery will be separately metered and billed.
 - 4. A responsible legal entity is established as the customer to whom the Company can render its bills and said Services.
 - (2) Commercial Service - service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
 - (3) Industrial Service - service to Customers engaged in a process which creates or changes raw or unfurnished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., extractive, fabricating or processing activities.)

(Continued to Sheet No.6)

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Sheet No. 5)

- E. Service Line - all piping between the main tap up to and including the first valve or fitting of the meter or regulator setting.
- F. Meter and/or Regulator Setting - all piping and fittings between the Service Line and the outlet side of Company's meter.
- G. Customers Installation - all pipe, fittings, appliances and apparatus of every type (except metering, regulating and other similar equipment which remains the property of the Company) located downstream of Company's meter and used in connection with or forming part of an installation for utilizing Gas for any purpose.
- H. Standard Delivery Pressure - as measured at the outlet of meter on Customer's premises shall not be less than three inches (3" nor more than twelve inches (12") water column.
- I. Flowing Temperature - the arithmetical average of the temperature of the gas flowing through the meters as recorded by a recording thermometer installed at the point of measurement. Where such installation is not provided, the flowing temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.
- J. Atmospheric Pressure - fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in atmospheric pressure from time to time.
- K. Cubic Foot - for the purposes of measurement herein shall have the following meaning:
- (1) When gas is metered at the Standard Delivery Pressure, a cubic foot of gas shall be defined as the volume of gas which, at the temperature and pressure existing in the meter, occupies on (1) cubic foot.
 - (2) When gas is metered at other than the Standard Deliver Pressure, a cubic foot shall be defined as the volume of gas which, at a flowing temperature of sixty degrees Fahrenheit (60°F.) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch," cubic foot and meter readings will be adjusted to such temperature and pressure base.
 - (3) When measurement is by means of orifice meters, volumes shall be computed in accordance with the joint Bureau of Standards, A.G.A., A.S.M.E., specifications published April 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association, and any modifications and amendments thereof.

(Continued on Sheet No. 7)

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Sheet No.6)

- L. CCF – one hundred (100) cubic feet of gas.
- M. MCF – one thousand (1,000) cubic feet of gas.
- N. BTU – or British Thermal Unit – the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1°F.) at sixty degrees Fahrenheit (60°F.).
- O. Therm – one hundred thousand (100,000) British Thermal Units.
- P. Day – a period of twenty-four (24) consecutive hours beginning and ending at 10:00 A.M. Eastern Clock Time.
- Q. Month – the period between and two (2) regular readings of Company's meters at approximately thirty (30) day intervals.
- R. Year – a period of three hundred sixty-five (365) consecutive days except that in a year having a date of February twenty-nine (29) such year shall consist of three hundred sixty-six (366) consecutive days.
- S. Total Heating Value – the number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32°F.) and under standard gravitational force (acceleration 980.665 centimeters per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

Company will determine a monthly average heating value of natural gas to be effective as of the first day of each month. Said monthly average heating value will be in effect on a calendar month basis. It will reflect the average monthly heating value of the natural gas delivered to Company by its pipeline supplier during the next immediately preceding calendar month.

(Continued to Sheet No. 8)

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Sheet No. 7)

- T. Pool Manager- any Person who has been engaged by one or more Customer(s) to be responsible for the delivery of natural gas to the Company's City gate(s) for such Customer(s).
- U. Person - any corporation, whether public or private; company; individual; firm; partnership; or association.
- V. Daily Delivery Quantity - daily amount of natural gas, in Therms, elected by Customer to be delivered for their account.
- W. Billing Period Delivery Quantity - sum of Customer's Daily Delivery Quantities between meter reading dates, less Company Shrinkage.
- X. FGT- Florida Gas Transmission Company
- Y. City Gate - Physical connection of facilities between Company and Florida Gas Transmission Company.
- Z. Working Day - the days Monday through Friday, exclusive of Company Holidays, unless notified otherwise.
- AA. FERC - Federal Energy Regulatory Commission
- AB. Maximum Allowable Construction Cost ("MACC") - Six (6) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.
- AC. Area Extension Program (AEP) Where the estimated capital investment for an extension of distribution facilities exceed the MACC, the company may, at its reasonable discretion, proceed with the extension and establish an Area Extension Program (AEP) charge to recover the capital investment costs in excess of the MACC, as provided.

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

Applicable to Gas Service and Gas Rate Schedules

1. General

Company shall furnish service under its rate schedules and these Rules and Regulations as approved from time to time by the Florida Public Service Commission. These Rules and Regulations shall govern all service except as specifically modified by the terms and conditions of the rate schedules or written contracts. Copies of currently effective Rules and Regulations are available at the office of Company.

Unless otherwise specifically provided in any applicable rate schedule or in a contract by or with Company, the term of any agreement shall become operative on the date the Customer's installation is connected to Company's facilities for the purpose of taking gas and shall continue until canceled by three (3) or more days' notice by either party.

2. Application for Service

An application for service will be required of each applicant by Company. Such application shall contain the information necessary to determine the type of service desired and the conditions under which service will be rendered. If necessary, the application or contract for service shall be in writing.

The application or the depositing of any sum of any money by the Applicant shall not require the Company to render service until the expiration of such time as may be reasonably required by Company to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by Company to install the required service facilities.

Applicants for space heating only service and standby only service shall be required by Company to contribute the cost of providing facilities for such service.

3. Election of Rate Schedules

Optional rates are available for certain classes of customers. These optional rates and conditions under which they are applicable are set forth in the rate schedules of Company.

Upon application for service or upon request, Applicant or Customer shall elect the applicable rate schedule best suited to his requirements. Company will assist in making such election but does not guarantee that Customers will be served under the most favorable rate schedule at all times. Company shall not be held responsible to notify customers of the most favorable rate schedule and will not refund the difference in charge under different rate schedules to the same class of service.

RULES AND REGULATIONS (Continued)

3. Election of Rate Schedules (Continued)

Upon notification of any material change in Customers installation or load connections, Company will assist in determining if a change in rates is desirable, but, unless required by substantial changes in the Customer's installation, not more than one (1) such change in rates will be made within any twelve (12) month period.

Company will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service are of a special nature.

4. Customer Deposits

A. Deposit Required

- (1) The amount of the initial deposit, if required may not exceed an amount necessary to cover charges for service for two (2) month's average billings to be calculated either: i) previous billings at the service address; ii) average billings for the class of Customer (residential or non-residential); iii) average billings based on the type of equipment/appliances in service or to be put into service. In no instance shall such deposit be less than amounts listed below.

<u>Rate Classification</u>	<u>Initial Deposit Amount</u>
Residential	\$ 112.00
General Service 1	\$ 640.00
General Service Transportation 1	\$ 640.00
Large Volume Service	\$ 2041.00
Large Volume Transportation Service	\$ 2041.00

- (2) Residential customers may request the amount of the initial deposit be billed and paid in even installments over a period not to exceed 8 weeks for deposit amounts between \$50 and \$150 and 12 weeks for deposits over \$150.

RULES AND REGULATIONS (Continued)

B. Establishment of Credit

In lieu of a deposit, the company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

Residential:

- (1) Customer has been a customer of the Company or other similar utility in the past two (2) years and:
 - a) Paid the final bill when due; and
 - b) Did not make a late payment after the payment due date on more than two occasions during the last twelve consecutive months; and
 - c) Did not have service discontinued for non-payment; and
 - d) Where applicable, can provide the Company with a letter from the last utility substantiating a good payment history; or
- (2) Customer may produce documentation satisfactory to the Company demonstrating that he or she owns or is purchasing the residence for which the service is requested; or
- (3) Customer may provide proof of employment reflective at least three (3) years of continuous employment in good standing with the same employer (must be on employer's letterhead); or
- (4) Possesses and maintains a minimum credit score of 660; or
- (5) Customer attests that he or she is sixty (60) years old or older and also provide:
 - a) Satisfactory proof of age, and
 - b) Affirmation that he or she intends to be the primary consumer of the service as evidence by lease, mortgage, rental agreement or title to the dwelling unit to be service being maintained in the name of the customer; and
 - c) Satisfactory demonstration that the Customer is in good standing with previous utility; or
- (6) A former residential Customer of the Company who: i) is applying for new service within six months of the date discontinuing prior with the Company; and ii) had ten (10) months immediately preceding such termination, established a satisfactory payment record as set forth in Section 4C- Refund of Deposits; iii) is requesting service under the same rate schedule which such Customer previously received service from the Company; or
- (7) Customer may furnish a guarantor, satisfactory to Company, to secure payment of bills for the service requested. A satisfactory guarantor shall, at minimum, be a Customer of the Company with a satisfactory payment record. Guarantors providing security for payment of residential customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty. A guarantor's liability shall be terminated when a residential customer, whose payment of bills is secured by the guarantor, meets the requirements of Section 4C-Refund of Deposit.

RULES AND REGULATIONS (Continued)

Non Residential:

- (1) Customer has been a customer of the Company or other similar utility in the past two (2) years and;
 - a) Paid the final bill when due; and
 - b) Did not make a late payment after the payment due date on more than two occasions during the last twelve consecutive months; and
 - c) Did not have service discontinued for non-payment ; and
 - d) Where applicable, can provide the Company with a letter from the last utility substantiating a good payment history; or
- (2) A Customer may furnish an irrevocable letter of credit from a bank equal to two (2) month's average bills; or
- (3) A Customer may furnish a surety bond equal to two (2) month's average bills; or
- (4) A Customer may make a satisfactory demonstration to the Company that Customer possesses and maintains a satisfactory score from one of the four agencies (Experian Intelliscore, Equifax, Transunion or Dunn & Bradstreet).

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

Refund of Deposits

C. After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential customer's deposits and shall, at its option either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Company may, at its option, refund a deposit in less than 23 months.

D. Interest on Deposits

Two percent (2%) per annum interest will be credited to a Consumer's account annually in accordance with the current effective rules and regulation of the Commission. Three percent (3%) per annum will be credited annually on deposits of Residential Consumers qualifying under section (C) above when the Company elects not to refund such deposit after twenty-three (23) months. The Company shall credit annually three percent (3%) per annum on deposits of non-Residential Consumers qualifying for refund under Section (C) until the Commission sets a new interest rate applicable to the Company. No customer shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

E. New or Additional Deposits

Company may require, upon reasonable written notice of not less than 30 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charges for service for two billing periods for the 12- month period immediately prior to the date of notice. In the event the customer has had service for less than 12 months, then the Company shall base its new or additional deposit upon the average actual monthly billing available.

F. Retention of Deposits

Retention by Company, prior to final settlement, of said deposit shall not be considered as a payment or part payment of any bill for service. Company shall, however apply said deposit against unpaid bills for service. In such case, Customer shall be required to restore deposit to original amount.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

G. Refund of Deposit When Service is Discontinued

Upon discontinuance of service, the deposit and accrued interest shall be credited against the final account and the balance, if any, shall be returned promptly to the customer, but in no event later than fifteen (15) days after service is discontinued.

5. Customer's Installation

Customer shall make or procure satisfactory conveyance to Company of all necessary easements and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the retirement of Company's property upon termination of service.

Customer's Installation shall be constructed, installed and maintained in accordance with standard practice as determined by local codes and ordinances applicable thereto, these Rules and Regulations and other applicable governmental requirements.

Where governmental inspection of a Customer's Installation is required, Company will not supply Gas Service to such installation until the necessary inspections have been made and Company has been authorized to provide Gas Service.

Company may also inspect Customer's Installation prior to rendering Gas Service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render Gas Service to any Customer's Installation which Company finds to be hazardous, or in noncompliance with any applicable code, ordinance, regulation or statute.

Company will discontinue Gas Service to a Customer's appliance(s) or Customer's Installation whenever Company finds a hazardous condition or a condition that is in violation of a code, ordinance, regulation or statute governing the installation or use of Gas appliance or Customer's Installation, and Gas Service will be rendered or restored only when the hazardous condition or noncompliance has been corrected.

A Customer shall notify Company of any change in Customer's requirements for Gas Service and receive authorization from Company prior to making any such change so that the Company may be in a position to meet the Customer's requirements. A Customer will be liable for any damage resulting from violation of this rule.

Customer shall give Company's employees and representatives access to Customer's property so that Company may operate, inspect and maintain its facilities on Customer's premises.

No Customer or other person shall, unless authorized by Company to do so, operate, change or tamper with any of the Company's facilities.

RULES AND REGULATIONS (Continued)

5. Customer's Installation (Continued)

Customer's Installation shall be installed by and belong to the Customer and be maintained at his expense. Customer shall bring his piping to a point for connection to Company's meter or meters at a location satisfactory to Company.

Upon written request of Customer, Company will make repairs to, replacements of, or clear obstructions in lines of the Customer and may charge the Customer for such labor and material as is necessary to place his lines in good operating condition.

6. Service Connections

Company reserves the right to designate the locations and specifications for the main line taps, Service Lines, curb cocks, meters, regulators and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.

Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

The Service Lines, curb cocks, meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.

Company reserves the right to postpone to a more favorable season the extension of mains and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

7. Distribution Facilities Extension Options

A. Free Extensions

The Company shall extend its distribution facilities to serve prospective Consumer premises at no cost where the capital investment for such extension does not exceed the MACC.

B. Advance in Aid of Construction

Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Consumers(s) or other person, such as a real estate developer, governmental entity, Shipper, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference between the estimated capital investment and the MACC. The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

RULES AND REGULATIONS (Continued)

B. Advance in Aid of Construction (Continued)

- (1) At the end of the first year following the in-service date of an extension of facilities, the Company may recalculate the MACC using its actual capital investment costs and the actual transportation revenues derived from the extension. If the recalculated MACC using actual costs and revenues exceeds the original estimated MACC, the Company may refund to the Depositor the difference between the Original Advance and the Advance required, if any, resulting from the recalculation of the MACC.
- (2) For each additional Consumer taking service at any point on a main installed as part of a distribution facilities extension within a period of six (6) years from the in-service date of the extension, the Company may refund to the Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Consumer, provided that an additional main extension shall not have been necessary to serve such additional Consumer.
- (3) The aggregate refund to any Depositor made through the above provision shall not exceed the original Advance of such Depositor.
- (4) The distribution facilities extension shall at all times be the property of the Company and any un-refunded portion of the Advance at the end of six (6) years may be credited to the Company's distribution main plant account.

C. Area Extension Program

Where the estimated capital investment for an extension of distribution facilities exceeds the MACC, the Company may, at its reasonable discretion, proceed with the extension and establish an Area Extension Program (AEP) charge to recover the capital investment costs in excess of the MACC, as provided below.

- (1) Initial AEP Charge
The Company shall calculate the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's allowed cost of capital) required to extend the distribution facilities to serve the prospective Consumer(s) (the "AEP Recovery Amount"). The AEP Recovery Amount shall be divided by the number of Consumer premises projected to be served at the end of year six (6) following the in-service date of the extension. The Company shall determine a reasonable Amortization Period over which the AEP Recovery Amount shall be collected from each premise. The Amortization period shall apply individually to each premise and shall not exceed 120 Billing Months. For the purposes of AEP cost recovery, a Billing Month shall mean a month in which Company renders a billing statement to an active Consumer account for a premise served by an AEP extension of facilities.

RULES AND REGULATIONS (Continued)

(Continued from Sheet No. 17)

In the event a premise becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Recovery Amount shall be divided by the number of months in the Amortization Period to establish a monthly AEP Charge. The AEP Charge shall be billed to each Consumer premise activating service within the initial six (6) year period following the in service date of the extension.

(2) Recalculated AEP Charge and True-Up

At the end of year six (6) following the in-service date of an extension of facilities for which an AEP Charge has been established, the Company shall calculate the cost difference between the original MACC, based on estimated costs and revenues, and a recalculated MACC using the Company's actual capital investment costs (such costs to include the Company's allowed cost of capital) and the actual transportation revenues derived from the extension through the end of year six (6), (the "Recalculated AEP Recovery Amount"). In recalculating the MACC, the Company shall include any actual revenue received from Consumers or other entities, other than AEP Charge revenues, for the specific purpose of contributing to the recovery of the Company's capital investment cost for the extension. In recalculating the MACC, the Company shall assume that any additional capital investment required for the extension subsequent to year six (6) will be supported by the Company's base rates and charges. The actual transportation revenues derived from the extension in year six (6) shall be assumed to be the annual revenues for the remaining life of the extension, for the purpose of recalculating the MACC. A Recalculated AEP Charge for the remaining Amortization Period shall be determined as follows:

- a. The Recalculated AEP Recovery Amount shall be divided by the actual number of Consumer premises for which gas service has been activated at the end of year six (6) following the in-service date of the extension. The Recalculated AEP Recovery Amount shall be divided by the number of months in the original Amortization Period for the AEP extension to establish a monthly Recalculated AEP Charge for each Consumer premise. The Recalculated AEP Charge shall be billed to each Consumer premise that received gas service during the six (6) year period following the in-service date of an AEP extension of facilities over the remaining months of the Amortization Period applicable to the premise.

(Continued to Sheet No.19)

RULES AND REGULATIONS (Continued)

Recalculated AEP Charge and True-Up (Continued)

At the end of year six (6) following the in-service date of an extension of facilities for which an AEP Charge has been established, the Company shall calculate the cost difference between the original MACC, based on estimated costs and revenues, and a recalculated MACC using the Company's actual capital investment costs (such costs to include the Company's allowed cost of capital) and the actual transportation revenues derived from the extension through the end of year six (6), (the "Recalculated AEP Recovery Amount"). In recalculating the MACC, the Company shall include any actual revenue received from Consumers or other entities, other than AEP Charge revenues, for the specific purpose of contributing to the recovery of the Company's capital investment cost for the extension. In recalculating the MACC, the Company shall assume that any additional capital investment required for the extension subsequent to year six (6) will be supported by the Company's base rates and charges. The actual transportation revenues derived from the extension in year six (6) shall be assumed to be the annual revenues for the remaining life of the extension, for the purpose of recalculating the MACC. A Recalculated AEP Charge for the remaining Amortization Period shall be determined as follows:

- b. The Recalculated AEP Recovery Amount shall be divided by the actual number of Consumer premises for which gas service has been activated at the end of year six (6) following the in-service date of the extension. The Recalculated AEP Recovery Amount shall be divided by the number of months in the original Amortization Period for the AEP extension to establish a monthly Recalculated AEP Charge for each Consumer premise. The Recalculated AEP Charge shall be billed to each Consumer premise that received gas service during the six (6) year period following the in-service date of an AEP extension of facilities over the remaining months of the Amortization Period applicable to the premise.
- c. For each Consumer premise that received gas service during the six (6) year period following the in-service date of an AEP extension of facilities, the Company shall determine the total AEP Recovery Amount collected from the initial AEP Charge during the Billing Months. Such amount shall be compared to the AEP Recovery Amount that would have been recovered for each premise if the Recalculated AEP Charge had been in effect over the respective Billing Months for each premise (the "True-up Amount".) A charge or credit for the True-up Amount shall be rendered by the Company to each premise within sixty (60) days of the end of the six (6) year period following the in-service date of an AEP extension of facilities. Where a True-up Amount results in a charge to Consumers, the Company may extend the payment period to recover the True-up Amount.
- d. Neither the initial AEP Charge or the Recalculated AEP Charge shall be billed to any Consumer premise that activates gas service from an AEP extension of facilities subsequent to the end of the six (6) year period following the in-service date of an AEP extension of facilities.
- e. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.

D. Facilities

Facilities used to determine the estimated necessary cost of construction (maximum capital investment) shall include the estimated installed cost of required gas main lines, gas service lines, gas control devices, gas pressure regulating devices and gas metering devices.

Facilities shall not be extended on this basis to provide temporary service, service of a doubtful permanence, or which due to size, location or unusual characteristics of load would adversely affect the Company's ability to serve its existing customers.

RULES AND REGULATIONS (Continued)

8. Metering

Company will provide each Customer with a meter or meters for each applicable rate schedule.

Customer, acting jointly with Company, may install, maintain and operate at his expense such check measuring equipment as desired provided that such equipment shall be so installed as not to interfere with operation of Company's equipment and that no gas shall be re-metered or sub-metered for resale to another or others.

Company may furnish and install such regulating and/or flow control and devices as it deems to be in the best interest of the Customer served, or of the gas system as a whole.

Before installation and periodically thereafter, each meter shall be tested and adjusted using methods and accuracy limits prescribed or approved by the Florida Public Service Commission. Periodic test and inspection intervals shall not exceed the maximum period allowed by the Florida Public Service Commission.

If on test the meter is found to be in error in excess of the prescribed accuracy limits, fast or slow, the amount of refund or charge to the Customer shall be determined by methods prescribed or approved by the Florida Public Service Commission.

In the event of stoppage or failure of any meter to register, Customer may be billed for such period on an estimated consumption based upon his use of gas in a similar period of like use or on the basis of check meter readings, if available and accurate.

Meters in use shall be tested at the request of Customer and in his presence, if desired, provided only one (1) such test shall be made free of charge within a twelve (12) month period, and provided Customer shall pay the cost of any additional test within the period unless meter is shown to be inaccurate in excess of the tolerances set forth by the Florida Public Service Commission.

9. Billing and Collecting

A. Billing and Collecting

Each Customer's meter will be read at regular intervals and bills will be rendered on a monthly basis or periodically in accordance with the terms of the applicable rate schedule. Bills will be rendered as soon as practical.

RULES AND REGULATIONS (Continued)

9. Billing and Collecting (Continued)

after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of mailing or delivery by the Company. Failure to receive a bill will not entitle Customer to any discount or to the omission of any charge for nonpayment within the time specified.

A separate bill will be rendered for each meter used by Customer unless, for the convenience of Company, multiple meters are used for measurement of the same class of service, in which case a bill will be rendered for the total amount registered by all meters. If Company (as it may under unusual circumstances) permits more than one Customer to be served through one meter, the minimum bill and the first billing block cubic feet of the applicable rate schedule shall be multiplied by the number of Customers so served and the number of cubic feet in each succeeding block of the rate schedule shall be increased in the same proportion.

Billing in general will be based on meter readings but bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of rate schedules to intervals five (5) days greater or lesser than a month.

In case of tampering or unauthorized use, probable consumption will be billed as determined by the maximum quantity of gas estimated to have been consumed by the various appliances of Customer and a bill will be rendered for a period encompassing six (6) months prior to the detection of such abuse and/or disconnection for cause.

B. Budget Billing Program (optional)

Residential Customers may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) months of consecutive bills and have no past due balance owing when the customer elects to participate in the Program. The Company will implement Customer's participation in the program on the first day of the month following the application by Customer.

If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount is based on an average of the previous twelve (12) months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account, and then apply a factor based upon the above and true-up any variances. After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies by 10% or more from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

RULES AND REGULATIONS (Continued)

9. Billing and Collecting (Continued)

Any current and budget balance will be shown on the Customer's bill. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.

An electing Customer's participation in the budgeted payment plan will be continuous unless the customer requests that participation in the plan be terminated or that Gas Service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing customer may request that participation be terminated at any time, but once terminated by customer request or due to collection action, will be limited to a six (6) month waiting period before Customer may rejoin the Budget Billing program.

RULES AND REGULATIONS (Continued)

10. Customer's Liabilities

Company shall have the right to enter the premises of Customer at all reasonable hours for the purpose of making such inspection of Customer's installation as may be necessary for the proper application of Company's rate schedules and Rules and Regulations; for installing, removing, testing, or replacing its apparatus or property; for reading meters; and for the retirement of Company's property in event of termination of service to Customer for any reason.

All property of Company installed in or upon Customer's premises is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of or damage to such property and, ordinary wear and tear expected, Customer will be held liable for any such loss of property and damage thereto and shall pay to Company the cost of necessary repairs or replacements.

Customer will be held responsible for breaking the seals, tampering or interfering with Company's meter or meters or other equipment or Company installed on Customer's premises, and no one except employees of Company will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to Company except in case of emergency.

11. Company's Liabilities

Company will use reasonable diligence in furnishing as uniform a supply of gas as practicable, except where rate schedules provide otherwise. Company may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and Company shall give to Customer, except in the case of emergency, reasonable notice of its intention so to do, and shall endeavor to arrange such interruption so as to inconvenience Customer as little as possible.

Whenever Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered thereby or excuse Customer from further fulfillment of the contract.

In the event that the supply of gas shall be interrupted from causes other than the foregoing or force majeure and such interruption is due to the negligence of Company and Company is liable because thereof, that liability shall be limited to twice the amount which Customer would have paid for gas during the period of such interruption. However, Company shall not be liable to Customer for any loss, injury or damage resulting from use of Customer's equipment or from the use of gas furnished by Company or from the connection of Company's facilities with Customer's Installation.

RULES AND REGULATIONS (Continued)

12. Force Majeure

Except for making payments due, neither the Company nor the Customer shall be liable in damage to the other for any act, omission of circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze ups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act of omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

13. Discontinuance of Service

The Company reserves the right, but assumes no liability for failure to do so, to discontinue service to any Customer for cause as follows:

A. Without notice,

- (1) if a dangerous condition exists on Customer's premises in piping or gas consuming devices.
- (2) because of a fraudulent use of the service or tampering with Company's equipment.
- (3) upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

B. After five (5) working days' (any day on which the utility's business office is open and the U.S. Mail is delivered) notice in writing,

- (1) for nonpayment of bills for gas service.
- (2) when Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving service for his own use under a different name in order to avoid past due payments to Company.
- (3) for refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.

RULES AND REGULATIONS (Continued)

- (4) for a violation of these Rules and Regulations which Customer refused or neglects to correct.
- (5) when customer files complaint with the Division of Regulatory Compliance and Consumer Assistance of the Florida Public Service Commission and Customer fails to pay the undisputed portion of any bill(s).

14. Reconnection of Service

When service shall have been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by Customer:

A. Where service was discontinued without notice,

- (1) the dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.
- (2) all bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.
- (3) if reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.

B. Where service was discontinued with notice,

- (1) satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (2) a satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (3) a satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (4) the violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.

RULES AND REGULATIONS (Continued)

15. Termination of Service

Subject to any existing agreement between Customer and Company, if Customer wishes the gas service to be terminated, he shall give notice at the office of the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any gas that may pass through the meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the meter and/or other movable equipment shall not have been removed within that time by the Company.

If Customer wishes Company's property to be removed, he shall give notice at the office of Company at least ten (10) days prior to the time that such removal must be made.

16. Limitations of Supply

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from nonaffiliated companies that may jeopardize service to existing Customers.

17. Temporary or Auxiliary Service

When Company has unsold service available, auxiliary or breakdown service may be supplied under special contract.

When Company has unsold service available, temporary service may be supplied under any rate schedule applicable to the class of service required with an additional charge for all costs of connection and disconnection. The minimum charge set forth in the applicable rate schedule elected shall be applicable to such temporary service, but in no case shall its be less than one (1) full month's minimum in addition to the charges for connection and disconnection provided above.

RULES AND REGULATIONS (Continued)

18. Service Charges

<u>Rate Schedule</u>	<u>RS</u>	<u>GS-1, GSTS-1</u>	<u>LVS, LVTS</u>
A. Establishment Of Service			
Regularly Scheduled	\$50.00	\$50.00	112.00
Same Day or Outside Normal Business Hours (Based on Availability)	\$50.00	\$50.00	114.00
Next Day	\$30.00	\$30.00	\$30.00
B. Change of Account (Read Meter Only)			
Regularly Scheduled	\$23.00	\$23.00	\$23.00
Same Day or Outside Normal Business Hours (Based on Availability)	\$29.00	\$29.00	\$29.00
C. Reconnection After Disconnection for Non-Pay			
Regularly Scheduled	\$81.00	\$104.00	\$141.00
Same Day or Outside Normal Business Hours (Based on Availability)	\$98.00	\$125.00	\$173.00
D. Bill Collection in Lieu of Disconnection for Non-Pay	\$25.00	\$25.00	\$25.00
E. Trip Charge-applies when customer fails to keep scheduled appointment with the Company's employee, agent, or representative			
Regularly Scheduled	\$23.00	\$23.00	\$23.00
F. Temporary Disconnection of Service for Cause or at Customer's Request			
Regularly Scheduled	\$29.00	\$29.00	\$29.00
Same Day or Outside Normal Business Hours	\$35.00	\$35.00	\$35.00
G. Worthless Check Service Charge			

The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. Such service charge shall be added to the customer's bill for gas service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

RULES AND REGULATIONS (Continued)

H. Late Payment Charge

A bill shall be considered past due upon the expiration of twenty (20) days from the date of mailing or other delivery thereof by Company. The balance of all past due charges for services rendered are subject to a Late Payment Charge of 1.5% or \$5.00, whichever is greater, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

19. Measuring Customer Service

- A. All gas sold to customer shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in Company's filed tariff
- B. 1. Individual gas metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperative, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual meters shall not, however, be required.
- a. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
 - b. For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;
 - c. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means. In such multiple occupancy units which would require the provision of individual gas service above the second story, unless specifically requested.

RULES AND REGULATIONS (Continued)

2. For purposes of this Rule:

- a. "Occupancy Unit" means that portion of any commercial establishment, single and multi-unit residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.
- b. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration, received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.
- c. The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.
- d. The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with section (B) (1).

- C. Where individual metering is not required under Subsection (B) (1) c and master metering is used in lieu thereof, sub-metering may be used by customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein, represents only those charges specifically authorized by Company's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by Company plus applicable taxes and fees to customer of record responsible for the master meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master meter, the cost for billing, and other such costs.

20. Settlement of Disputes

- A. The following applies to Customers executing the Standard Commercial Natural Gas Service Agreement (the "Agreement"):

Except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to the Agreement or its breach.

RULES AND REGULATIONS (Continued)

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under the Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempt and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Debarry, Florida for Central Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

- B. The foregoing provision regarding alternative dispute resolution procedures may apply to all other customers, but only by mutual consent between the Customer and the Company.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

*RATE SCHEDULE RS-
RESIDENTIAL SERVICE*

Availability

Available within the service areas of the Company.

Applicability

Applicable to Residential Service classification only (excluding any premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Monthly Rate

Customer Charge: \$ 8.50 per meter per month

Energy Charge:
Non-Fuel 55.700 cents per therm

Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

See sheets beginning with Sheet No. 60.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

*RATE SCHEDULE GS-1
GENERAL SERVICE-1*

Availability

Available within the service areas of the Company.

Applicability

Applicable to any non-residential customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Use must not exceed 600 therms in each and every consecutive twelve months.

Monthly Rate

Customer Charge: \$ 17.50 per meter per month

Energy Charge:
Non-Fuel 55.700 cents per therm

Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

See sheets beginning with Sheet No. 60.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE-1

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule GS-1.

Character of Service

Transportation of Customer purchased natural gas from Company's City Gate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

(Continued to Sheet No. 37)

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE-1

(Continued from Sheet No. 36)

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a City Gate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge:	Equal to Rate GS-1 – See Sheet No. 35.
Energy Charge:	
Non-Fuel	Equal to Rate GS-1 – See Sheet No. 35.
Transportation Administration Charge:	\$4.50 per meter per month.
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge and the Transportation Administration Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 60

(Continued to Sheet No.38)

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE -1

(Continued from Sheet No. 37)

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC- approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC- approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

*RATE SCHEDULE LVS
LARGE VOLUME SERVICE*

Availability

Available within the service areas of the Company.

Applicability

Applicable to large volume users for non-residential purposes (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Service must be of a non-seasonal nature.

Use must exceed 500 therms in each and every month of the year.

Monthly Rate

Customer Charge: \$ 175.00 per meter per month

Energy Charge:
Non-Fuel 21.800 cents per therm

Minimum Bill

The Customer Charge plus the above Energy Charge for 500 therms, but not less than an amount equal to the bill for 50% of the monthly therm requirement set forth in the contract for service.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

See sheets beginning with Sheet No. 60.

Term of Service

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Customer must contract for service on an annual basis.

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule LVS.

Character of Service

Transportation of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

(Continued to Sheet No. 41)

*RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE*

(Continued from Sheet No. 40)

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

Service must be of a non-seasonal nature. Use must exceed 500 therms in each and every month of the year.

Point of Receipt

Company will designate a City gate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

A Customer whose consumption is or will be greater than or equal to 50,000 therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement equipment.

(Continued to Sheet No. 42)

*RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE*

(Continued from Sheet No. 41)

Monthly Rate

Customer Charge:	Equal to Rate LVS Customer Charge See Sheet No. 39
Telemetry Maintenance Charge:	\$ 30.00 per meter per month for Customers required to have electronic telemetry equipment.
Energy Charge: Non-Fuel	Equal to Rate LVS Energy Charge See Sheet No. 39
Transportation Administration Charge:	\$ 20.50 per meter per month for Customers required to have electronic measurement equipment and \$4.50 per meter per month for Customers not required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum bill for each month shall be the Customer Charge, the Telemetry Maintenance Charge, and the Transportation Administration Charge plus the billing at the above Energy Charge for a quantity of gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other billing Adjustments:	See sheets beginning with Sheet No. 60

(Continued to Sheet No 43)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE

(Continued from Sheet No. 42)

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC- approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC- approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

(Continued to Sheet No 44)

*RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE*

(Continued from Sheet No. 43)

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

*RATE SCHEDULE NGV
NATURAL GAS VEHICLE SERVICE*

Availability

Available within the service areas of the Company.

Applicability

Applicable to non-residential users through a separate meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers.

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Service must be of a non-seasonal nature.

Monthly Rate

Customer Charge:	\$100.00 per meter per month
Energy Charge:	
Non-Fuel	17.111 cents per therm

Minimum Bill

The Customer Charge.

Terms of Payment

Bills rendered net and are due and payable within twenty (20) days from the date of mailing or delivery by the Company

Billing Adjustments

See sheets beginning with Sheet No. 60.

Term of Service

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service. Customer must contract for service on an annual basis.

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule NGV.

Character of Service

Transportation of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manger section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity of the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

(Continued to Sheet No. 47)

*RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE*

(Continued from Sheet No. 47)

Monthly Rate

Customer Charge:	Equal to Rate NGV Customer Charge See Sheet No. 45
Telemetry Maintenance Charge:	\$ 30.00 per meter per month for Customers required to have electronic telemetry equipment
Energy Charge: Non-Fuel	Equal to Rate NGV Energy Charge See Sheet No. 45
Transportation Administration Charge:	\$ 20.50 per meter per month for Customers required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum bill for each month shall be the Customer Charge, the Telemetry Maintenance Charge and the Transportation Administration Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 60.

(Continued to Sheet No. 49)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION

(Continued from Sheet No. 48)

Request for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with the Customer. Release of any capacity under this section may not exceed the FERC approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC- approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

(Continued to Sheet No. 50)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION

(Continued from Sheet No. 49)

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity,(2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) Working Days to submit a Pool Manager Change Request Form.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

*RATE SCHEDULE AEP
AREA EXPANSION PROGRAM RIDER*

Availability:

Throughout the service areas of the Company.

Applicability:

Consumers receiving Transportation Service at a premise that has been activated within the first five (5) years of the in-service date of an extension of facilities for which an AEP Charge has been established, in accordance with Sheet No. 17 Section C.

Monthly Rate:

The AEP monthly rate shall be calculated by dividing (1) the estimated amount of additional revenue required (inclusive of the Company's estimated allowed cost of capital) in excess of the MACC by (2) the number of Consumer premises projected to be served at the end of year five (5) following the in service date of the extension. The result of said calculation shall be divided by the number of months in the amortization period. The AEP-Rider charge shall be stated as a fixed dollar amount per Consumer premise per Month and added to the applicable Firm Transportation Charge of the Monthly Rate for each respective Consumer to which the AEP-Rider is applicable.

Each applicable Consumer premise shall be charged or credited with the "true up" as calculated in accordance with Sheet No. 18 Section (2).

Existing Areas Subject to AEP Charge

Annual AEP Charge/Customer

None

*RATE SCHEDULE PM
POOL MANAGER SERVICE*

(Continued from Sheet No. 51)

Force Majeure

Except for making payments due, neither the Company nor the Pool Manager shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze ups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Neither party will be entitled to the benefit of the force majeure provision hereof under either or both of the following circumstances: (A) to the extent that the failure was caused by the party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or (B) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Daily Delivery Requirement

Company will calculate the Pool Manager's Daily Delivery Requirement by summing the Daily Delivery Quantity, plus applicable Shrinkage, by City Gate for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. The Company will inform Pool Manager via e-mail of Pool Manager's Daily Delivery Requirement by City Gate for the upcoming month upon expiration of Company's enrollment deadline.

The Company shall assess the Pool Manager a per MMBtu charge equal to the maximum of \$15.00 or 200% of the highest weekly Alert Day Price as posted by Florida Gas Transmission Company for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement during said weekly period. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

Each Pool Manager warrants that it will have at the time it delivers or causes the delivery of natural gas into the Company's distribution system good title or good right to deliver the Gas. Each Pool Manager warrants that the natural gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the natural gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

(Continued to Sheet No. 53)

*RATE SCHEDULE OSSS-1
OFF SYSTEMS SALES SERVICE-1*

Availability

Available with area served by the Company, and within the area served by an interstate or intrastate natural gas pipeline also serving the Company.

Applicability

Interruptible Natural Gas delivered by Company through the facilities of a Pipeline, using Company's transportation capacity rights on such Pipeline, to any person not connected to Company's distribution system.

Limitation of Service

Company may notify Customer at any time to reduce or cease using Natural Gas. Company will endeavor to give as much notice as possible to Customer.

Any gas taken in excess of the volume allocated to Customer during an interruption or curtailment order shall be considered to be unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas, in addition to other charges payable hereunder, at the greater of \$1.50 per therm or the rate per therm imposed on Company by the delivering Pipeline.

For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a nomination to Company specifying the quantity of Natural Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Natural Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Florida Public Utilities Company for delivery shall be "Scheduled Quantities".

Except as nominated by Customer and scheduled by Company, neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Natural Gas or pipeline capacity on any day or during any month. Deliveries pursuant to this rate schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.

The point of delivery for all Natural Gas sold pursuant to this rate schedule shall be the delivery point of the delivering Pipeline specified by Customer. The delivery point operator shall be solely responsible for all balancing with the Pipeline, financially and physically.

Customer and Company shall rely on measurement made by the Pipeline. Unless curtailed, all nominations to Customer's pipeline delivery point shall be considered to have been made by the Pipeline.

(Continued to Sheet No. 55)

*RATE SCHEDULE OSSS-1
OFF-SYSTEMS SALES SERVICE-1*

Character of Service

Natural gas or its equivalent, with an approximate average heating value of in the range of one thousand one hundred (1,000) to one thousand one hundred (1,100) British Thermal Units per standard cubic foot.

Monthly Rate

Customer Charge: None

Energy Charge:
Non-Fuel None

For all Scheduled Quantities, an amount not less than \$.000 per therm nor greater than the currently applicable firm rate, which Non-Fuel Energy Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The "currently applicable firm rate", as used herein, means the Non-Fuel Energy Charge prescribed in the firm rate schedule which would apply if the daily sales represented by a transaction under this rate schedule were annualized.

The Non-Fuel Energy Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Company may from time to time increase or reduce the Non-Fuel Energy Charge as it deems necessary or appropriate to remain competitive, but shall have no obligation to do so; provided, however, that the Non-Fuel Energy Charge shall at all times remain within the limits set forth above.

The bill for therms billed at the above rates shall be increased by the agreed upon price per therm of the Natural Gas delivered to Customer pursuant to this rate schedule, including all costs incurred by Company associated with Pipeline transportation, if such Natural Gas is delivered to customer pursuant to a "buy-sell agreement" between Company and Customer. This rate schedule shall not be adjusted by the Company's Purchased Gas Adjustment Clause.

Transportation Administration Charge: None

Minimum Bill None

(Continued to Sheet No. 56)

*RATE SCHEDULE OSSS-1
OFF SYSTEMS SALES SERVICE-1*

Terms of Payment

Bills are rendered net and are due and payable within ten (10) calendar days of receipt of invoice from Company.

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See Sheet No. 60

Term of Service

As mutually agreed to between Company and Customer.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Disposition of Net Revenues

For purposes of this rate schedule "net revenues" shall mean the total Non-Fuel Energy Charges received by Company for service pursuant to this rate schedule, revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Pipeline customers via the Pipeline's relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each month that service is provided pursuant to this rate schedule shall be as follows:

Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's cost of Natural Gas recovered through the Purchased Gas Adjustment Clause.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

BILLING ADJUSTMENTS

Applicability

Gas service under all rate schedules which specify that the rates are subject to adjustment in accordance with the provisions of the "Billing Adjustments" Rider.

Taxes and Other Adjustments

There will be added to all bills rendered, all applicable local utility and franchise taxes and state sales taxes presently assessed by any duly authorized governmental authorities, as well as any future changes or new assessments by and duly authorized governmental authorities subsequent to the effective date of any rate schedule.

Imbalance Adjustments – Pool Manager

The following billing adjustments apply only to Rate Schedule PM.

Pool Manager Imbalances

It is the intent of the Company that the monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall equal to the actual monthly delivery by Company to Customer. This monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall be referred to as Billing Period Delivery Quantity. If the Billing Period Delivery Quantity does not equal the actual monthly delivery by Company to Customer, a long or short imbalance is created.

Whenever the Billing Period Delivery Quantity is greater than the actual monthly delivery by Company to Customer a long imbalance is created. Conversely, whenever the Billing Period Delivery Quantity is less than the actual monthly delivery by Company to Customer a short imbalance is created.

Company will aggregate the short imbalances and long imbalances of Customers by Pool Manager. This net quantity shall be referred to as the Pool Manager Imbalance.

Whenever the Pool Manager Imbalance is a short position a Pool Manager Short Imbalance is created. Conversely, whenever the Pool Manager Imbalance is a long position a Pool Manager Long Imbalance is created.

A. Pool Manager Short Imbalance

Company shall sell to Pool Manager the necessary gas supplies to meet the Pool Manager Short Imbalance in accordance with the Imbalance Billing Adjustments-Pool Manager section of this tariff.

B. Pool Manager Long Imbalance

Company shall retain all gas supplies resulting from a Pool Manager Long Imbalance and credit Pool Manager in accordance with the Imbalance Billing Adjustments Pool Manager section of this tariff.

(Continued to Sheet 61)

BILLING ADJUSTMENTS

(Continued from Sheet No. 60)

In addition, Company will credit Pool Manager for the variance between Pool Manager's Daily Delivery Requirement and the sum of the Daily Delivery Quantity for each Customer being served by Pool Manager. This variance will be referred to as Pool Manager Monthly Delivery Variance. Company shall retain all gas supplies resulting from a Pool Manager Monthly Delivery Variance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

Imbalance Billing Adjustments – Rate Schedule PM

The following language details the methodology of calculating billing adjustments for Pool Manager Imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

- A. Pool Manager Short Imbalance and Pool Manager Long Imbalance
 Invoices to Pool Manager for Pool Manager Short Imbalances and Pool Manager Long Imbalances will be computed using the following methodology. Invoices will be based on the Company's Purchased Gas Cost Recovery Factor ("PGCRF") in effect during the month the imbalance was created multiplied by the applicable factor as follows:

Pool Manager Imbalance Level		Short Factor	Long Factor
Lower	Upper		
0%	20%	1.00	1.00
20%	40%	1.10	0.90
40%	60%	1.20	0.80
60%	80%	1.30	0.70
Greater than 80%		1.40	0.60

The Pool Manager Imbalance Level shall be calculated by dividing the absolute value of the Pool Manager Imbalance by the aggregate Billing Period Delivery Quantity for all Customers being served by Pool Manager.

- B. Pool Manager Monthly Delivery Variance
 Invoices to Pool Manager for Pool Manager Monthly Delivery Variance will be computed using the following methodology. Invoices will be based on the Company's PGCRF in effect during the month the delivery variance was created.

(Continued to Sheet No. 62)

BILLING ADJUSTMENTS

(Continued from Sheet No. 61)

Purchased Gas Cost Recovery Factor - Traditional Customers Only

The energy charge of the Monthly Rate for gas supplied in any billing period shall be adjusted by the Company's expected weighted average costs of gas (WACOGs). The WACOGs may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the 12- month periods of January through December, in accordance with the methodology adopted by the Commission on May 19, 1991, in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for customers using the gas supply solely for the generation of electricity), and rounded to the nearest \$.00001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

The purchased gas cost recovery factor approved by the Commission for the billing months of January 2013 through December 2013 is 93.410 cents per therm.

The purchased gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve- month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current month's WACOGs may be adjusted for prior months' differences between projected and actual costs of gas purchased, but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve month period, in accordance with the methodology adopted by the Florida Public Service Commission on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the Florida Public Service Commission.

(Continued to Sheet No. 63)

BILLING ADJUSTMENTS

(Continued from Sheet No. 62)

Energy Conservation Cost Recovery Adjustment Clause

The bill for gas or transportation service supplied to a Customer in any Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule shall be increased or decreased to the nearest \$0.00001 multiplied by the tax factor of 1.00503 for each Therm of consumption or transportation to recover the conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, FAC.

The cost recovery factors for the period from the first billing cycle for January 2014 through the last billing cycle for December 2014 are as follows:

Rate Class	Recovery Factor
Rate Schedule RS	9.256 cents per therm
Rate Schedule GS-1	5.062 cents per therm
Rate Schedule GSTS-1	5.062 cents per therm
Rate Schedule-LVS	3.655 cents per therm
Rate Schedule-LVTS	3.655 cents per therm

RESERVED FOR FUTURE USE

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STANDARD FORMS
PROPERTY OWNER'S CONSENT FORM

PROPERTY OWNER'S CONSENT FORM

_____, as the owner(s) of the property located at
Owner/Tenant

Street Address City or Town State
_____, hereby grant Florida Public Utilities Company the right to
County

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities, shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted:

Owner

Name and Title

Print or Type

Date 20

Attested by:

Name and Title

Print or Type

Date 20

STANDARD FORMS
CUSTOMER RECEIPT OF DEPOSIT



CUSTOMER RECEIPT OF IMAGE

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 20_____, by and between Florida Public Utilities Company, a Florida Corporation, herein after referred to as "Company" and:

Company Name: _____
Account Number: _____
Contact Person & Title: _____
Mailing Address: _____

Telephone Number: _____
Facsimile Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule selected below:

Rate Schedules

_____ General Service Transportation Service -1 _____ General Service Transportation Service -2
_____ Large Volume Transportation Service _____ Interruptible Transportation Service
_____ Gas Lighting Service Transportation Service

Term of Agreement

Service under this Agreement shall commence on the _____ day of _____, 20_____, or on the first day following the date the Company completes the installation of necessary mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of _____ year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Florida Public Service Commission ("F.P.S.C.").

Tariff for Gas Service

All terms and conditions set forth in Company's F.P.S.C. Gas Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's F.P.S.C. Gas Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of Company's F.P.S.C. Gas Tariff are available for public reference during normal business hours at each of the Company's natural gas division offices.

Type of Service

The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of gas sold or delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

(Continued to Sheet No 69)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Notices

All correspondence and notices required under this Agreement, except notice of gas supply interruption or restoration of service are to be addressed at the above listed address, fax machine or e-mail address and to Company at Florida Public Utilities Company, Gas Supply Department, Post Office Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine at (561) 838-0151. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the express written permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager (Rate Schedule GSTS-1 & LVTS).

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS, and ITS customers shall designate a Pool Manager from Company' List of Approved Pool Managers in Exhibit A. Customer shall cause Pool Manager to affix a duly authorized signature acknowledging such election.

Point of Receipt and Point of Delivery (Rate Schedule GSTS-1, & LVTS).

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS and ITS customers will cause Customer's natural gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level (Rate Schedule GSTS-1, LVTS).

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS and ITS customers will elect a Daily Delivery Quantity ("DDQ") by month in exhibit A. Customer's Pool Manager will be required to accept a capacity relinquishment in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of Florida Gas Transmission Company's capacity seasons.

(Continued to Sheet No. 70)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

(Continued from Sheet No. 45)

Monthly Minimum Bill Quantity (Rate Schedule LVTS & ITS only)

Rate Schedule LVTS and ITS customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver gas to Customer at the Point of Delivery at a pressure of not less than ____ PSIG.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective F.P.S.C. Gas Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

(Continued to Sheet No. 71)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

(Continued from Sheet No.70)

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(Continued to Sheet No. 72)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

(Continued from Sheet No. 71)

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in DeBary, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

(Continued to Sheet No. 73)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

(Continued from Sheet No. 72)

Venue

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 Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

Attest:

FLORIDA PUBLIC UTILITIES COMPANY

By: _____

Title: _____

Attest:

CUSTOMER NAME

By: _____

Title: _____

(Continued to Sheet No. 74)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

(Continued from Sheet No. 73)

EXHIBIT A
TO THE NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
BY AND BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

DAILY DELIVERY QUANTITY (DDQ) ELECTION

DAILY DELIVERY QUANTITY (DDQ)-THERMS PER DAY

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

DRN Number

COMPANY'S POINT OF RECEIPT DESIGNATION

Customer shall deliver natural gas to Company at:

Point Name

COMPANY'S POINT OF DELIVERY DESIGNATION

Company shall deliver natural gas to Customer at
Company owned meter located at:

Customer's Service Address

City, State, Zip Code

MONTHLY MINIMUM BILL QUANTITY (Therms)

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows: Customer designates:

Pool Manager Name: _____

as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. Customer is required to obtain Pool Manager's signature on this Notice prior to transmission to Company. Customer can provide this Notice via facsimile at (561) 838-0151, or other number as designated by Company.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

(Continued to Sheet No. 75)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY. This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

PoolManager Signature

Company Signature

Title

Title

Title

STANDARD FORMS
DDQ CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

DDQ CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number _____ Facsimile Number: _____
Date of Requested Change: _____

CUSTOMER HEREBY REQUESTS TO CHANGE THE DAILY DELIVERY QUANTITY FOR THE ACCOUNT LISTED ABOVE:

DAILY DELIVERY QUANTITY (DDQ)-THERMS PER DAY

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Customer must submit this form ten (10) working days prior to the date of requested change. Customer may submit this form via facsimile at (561) 838-0151 or other numbers as designated by Company. Failure to submit this form in a timely manner may lead to a delay in implementing the requested change. Customer is responsible for obtaining the signature of their Pool Manager acknowledging the requested change in Daily Delivery Quantity. Company will review Customer's requested change in Daily Delivery Quantity and reserves the right to disapprove any change request that cannot be substantiated by Customer's historical consumption, additions of equipment or in the case of a new Customer projected attached load or historical consumption of a similarly situated Customer.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
_____	_____	_____
Customer Signature	Pool Manager Signature	Company Signature
_____	_____	_____
Title	Title	Title

STANDARD FORMS
POOL MANAGER CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER CHANGE REQUEST
FORM

Customer Name: _____
Account Number: _____
Date: _____

Telephone Number: _____
Facsimile Number: _____

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows: Customer designates:

Pool Manager Name: _____
as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. The designation of Customer Pool Manager will be effective on _____, which does not predate the date of this Notice. Customer is required to obtain Pool Manager's signature prior to transmitting this Notice to Company. Customer can provide this Notice via facsimile at (561) 838-0151, or other number as designated by Company.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

Customer agrees that a service charge may apply to this designation as defined in Company's F.P.S.C. Gas Tariff.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
_____	_____	_____
Customer Signature	Pool Manager Signature	Company Signature
_____	_____	_____
Title	Title	Title

STANDARD FORMS
POOL MANAGER TERMINATION OF SERVICE FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER TERMINATION OF SERVICE FORM

Date: _____

Pool Manager Name: _____

NOTICE TO:

Customer Name: _____ Telephone Number: _____

Account Number: _____ Facsimile Number: _____

This will serve as notice to the above listed Customer that the above Pool Manager will terminate service effective on _____ which does not predate the date of this notice. Pool Manager can provide this Notice via facsimile at (561) 838-0151.

A COPY OF THIS NOTICE WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

APPROVED BY:

Pool Manager Signature

Customer Signature

Title

Title

STANDARD FORMS
POOL MANAGER AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
POOL MANAGER AGREEMENT

THIS AGREEMENT executed by and between FLORIDA PUBLIC UTILITIES COMPANY ("Company") and the undersigned prospective Pool Manager ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pool Manager on Company's distribution system as such terms are defined in the Company's F.P.S.C. Gas Tariff; and

WHEREAS, the Company's F.P.S.C. Gas Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pool Manager on its distribution system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

- I. Pool Manager agrees to comply with and be subject to all of the provisions of the Company's F.P.S.C. Gas Tariff relating to Pool Manager.
- II. Notices or communications to the Undersigned may be given to:

Mailing Address:

Attention:

Telephone:

Facsimile:

E-mail address:

IN WITNESS WHERE OF, the Undersigned has executed this Agreement as of the _____ day of _____, in the year of _____

Full Name of Prospective Pool Manager

By: _____

Title: _____

ACCEPTED by Florida Public Utilities Company on _____ of _____,

By: _____

Title: _____

PoolManager Account Number assigned by Florida Public Utilities Company

STANDARD FORMS
REQUEST TO RETURN TO REGULATED SALES SERVICE

CUSTOMER NOTICE
REQUEST TO RETURN TO REGULATED SALES SERVICE

Date: _____

Customer Name: _____

Telephone Number: _____

Account Number: _____

Facsimile Number: _____

This will serve as notice to Florida Public Utilities Company that the above Customer requests to return to regulated sales service on _____, which does not predate the date of this notice. Customer can provide this Notice via facsimile at (561) 833-0151, or other number as designated by Company.

CUSTOMERS WHO ELECT TO RETURN TO REGULATED SALES SERVICE WILL BE REQUIRED TO REMAIN ON REGULATED SALES SERVICE FOR A PERIOD NOT LESS THAN TWELVE MONTHS.

A COPY OF THIS NOTICE WILL BE FORWARDED TO POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

APPROVED BY:

Customer Signature

Company Signature

Title

Title



Natural Gas Service Terms and Conditions

The applicant named on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and, to the extent permitted by law, each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.





Extension of Facilities Agreement

This agreement, executed in duplicate as of the _____ day of _____, 2____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and _____, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will extend or increase its facilities as follows:

The Utility will commence the extension or increase of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Utility's with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of _____ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in _____ The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations; 7 part B, paragraph 2, shall be exercised according to option (a) at the end of the initial year of service and (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is _____ Consumer agrees that option _____ is to be used.

4. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.

5. After the extension or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: _____

Service Address:

By: _____
Consumer:
Owner:



Improvement or Relocation of Facilities Agreement

This agreement, executed in duplicate as of the _____ day of _____, 2____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and _____, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will improve or relocate existing facilities as follows:

The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of _____ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

4. After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: _____

By: _____
Consumer:

Service Address:

STANDARD FORMS
OFF SYSTEMS SALES LETTER AGREEMENT

OFF SYSTEMS SALES LETTER AGREEMENT
BETWEEN FLORIDA PUBLIC UTILITIES COMPANY
AND

____ / ____ / ____

Name
Title
Company
Address
City, State & Zip Code

Dear _____

As was verbally requested by _____ on _____, 19____, _____ ("Customer") desires to purchase up to _____ MMBtu per day of natural gas from Florida Public Utilities Company ("FPU") for the term beginning _____, 19____ and ending _____, 19____. FPU is willing and able to deliver such quantity of natural gas directly to Customer for the specified term pursuant to Company's Rate Schedule OSS-1 a copy of which is attached hereto and becomes part hereof and under the terms and conditions of this agreement. FPU will purchase all necessary quantities of gas supply, and nominate the necessary volume of transportation capacity at receipt and delivery points on the interstate pipeline system of Florida Gas Transmission Company ("FGT"), in order to effectuate this transaction. This Letter Agreement expresses the mutual understanding of FPU and Customer with respect to the terms to apply to such deliveries of natural gas. Please contact me if you should have any questions with respect to this Letter Agreement.

In consideration of the mutual benefits set forth herein, this Letter Agreement is being made and entered into this _____ day of _____, 19____, between FPU and Customer, in accordance with the following terms and conditions:

- (1) Daily Delivery Quantity: Customer shall make a reasonable effort to nominate supplies evenly throughout the term of this agreement, subject to the requirements of FGT's tariff, including but not limited to Nomination changes for monthly balancing, "Alert Days", and plant operations. The Daily Delivery Quantity may be changed by mutual agreement between the parties.
- (2) Term: FPU shall arrange for the delivery of the Daily Delivery Quantity of natural gas purchased by Customer under this Letter Agreement during the above referenced term; after which this Letter Agreement shall continue in force thereafter subject to termination by either party on fifteen (15) days notice.

(Continued)

*STANDARD FORMS
OFF SYSTEMS SALES LETTER AGREEMENT*

The commodity cost of gas for supplies nominated to be delivered starting with the first day of each month shall be priced using the price posted per MMBtu in

_____ plus \$ _____ per MMBtu until
the first interruption of the flowing gas. Thereafter, gas supplies which start flowing after the first of
each month shall be priced using the _____ price per MMBtu
_____ plus \$ _____
MMBtu. The commodity cost of gas shall be determined in accordance with _____

The "Total Charge" set forth above includes the amount to be charged by FPU to Customer for the natural gas commodity, the applicable FTS-1 reservation and usage charges under FGT's FERC gas tariff, as well as all applicable surcharges under FGT's FERC gas tariff take-or-pay, transition cost recovery, Annual Charge Adjustment, Gas Research Institute surcharges).

In addition to the "Total Charge" set forth above, Customer shall remit to FPU any incremental charges that FPU may incur as a result of the services provided under this Letter Agreement, to include, but not be limited to, any charge imposed by FGT directly related to this transaction, such as for imbalances and fuel reimbursement, reporting or filing fees associated with this transaction, and such other charges, fees, or assessments, including Federal and State taxes, authorized by governmental authorities.

Customer shall pay the "Total Charge," incidental charges, and any other obligations that arise as a result of this Letter Agreement, regardless of whether Customer has actually used the Daily Delivery Quantity, so long as FPU has arranged for the delivery to Customer of the Daily Delivery Quantity as indicated in Exhibit A.

Customer shall remit payment to FPU for the "Total Charge," any incidental charges, and any other obligation that arises as a result of this Letter Agreement within ten (10) calendar days of receipt of invoice from FPU at the address set forth below in the "Execution" section of this Letter Agreement. Customer shall be deemed in receipt of FPU's invoice upon: delivery in person; the third business day after mailing by registered or certified mail, postage prepaid; the next business day after timely delivery to a common carrier service, service fee payable by sending party, for next-

(continued)

STANDARD FORMS
OFF SYSTEMS SALES LETTER AGREEMENT

day delivery; or the day of facsimile transmission by telephone line. If Customer fails to pay any amount when due hereunder, Customer shall pay interest on the overdue amount at an annual rate of interest of eighteen (18) percent, calculated from the date that payment is due until the date of remittance hereunder.

(6) Warranty of Title: FPU warrants that it will have title to the natural gas sold hereunder from the time it is received at an FGT receipt point until delivery to Customer at the FGT delivery point(s) specified above, at which point(s) title shall pass to Customer.

(7) Limitation of Liability and Force Majeure:

(a) Force Majeure: The obligations of FPU and Customer under this Letter Agreement, and the performance thereof, other than a failure or delay in the payment of money due hereunder, shall be excused during periods of Force Majeure. Force Majeure shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, sinkholes, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery, generating equipment, or lines of pipe, the necessity for maintenance of or making repairs or alterations to machinery, generating equipment, or lines of pipe, freezing of wells or lines of pipe, failure or depletion of wells, loss or interruption of supply, curtailment of transportation capacity on the FGT system, interruption or unavailability of transportation due to an event constituting Force Majeure under FPU's FTS-1 transportation service agreement with FGT, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which in each of the above cases, by the exercise of due diligence such party is unable to prevent or overcome. The party whose performance is excused by an event of Force Majeure shall promptly notify the other party of such occurrence and its estimated time of duration, and shall use all reasonable efforts to remedy such Force Majeure and resume such performance:

(b) Limitation on Liability: Neither Customer nor FPU shall be liable to the other or to any other party claiming through the other for special, indirect or consequential damages relating to any matter covered by this Letter Agreement.

(8) Entire Agreement: This Letter Agreement constitutes the entire agreement between the parties with respect to the sale of natural gas hereunder to Customer, and supersedes all prior agreements and understandings between the parties.

(continued)

STANDARD FORMS
OFF-SYSTEMS SALES LETTER AGREEMENT

(9) Execution of Letter Agreement. WHEREFORE, in consideration of the foregoing terms and conditions of this Letter Agreement and the mutual benefits to be obtained therefore, the parties hereto have caused this Letter Agreement to be duly executed by their respective authorized officials.

Agreed to this _____ day of _____, 19_____.

Witness

Witness

Witness

Witness

_____, Vice President
Florida Public Utilities Company
P. O. Box 3395
West Palm Beach, FL 33402-3395

Name
Title
Company
Address
City, State & Zip Code

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

CONTRACTS AND AGREEMENTS

Name & City

Contract / Agreement Date

ATTACHMENT 2

City of Fort Meade

Utility Policies



City of Fort Meade
8 West Broadway * PO Box 856
Fort Meade, FL 33841
863.285.1100 * Fax 863.285.1125

CITY OF FORT MEADE UTILITY POLICIES

The following customer information is provided so you may better understand the policies followed by City staff when dealing with matters related to the municipally-owned and operated utilities. If you have questions after reading this information, contact City Hall at 285-1100. Customer Service will assist you in answering any questions you may have.

ESTABLISHING UTILITIES SERVICES

All customers are required to complete an application for utilities services. A nonrefundable fee of \$25 is required at the time of application. A lease or purchase agreement is required when applying for new service. The person(s) applying for service must be listed on the agreement. Social Security verification and photo ID are also required. Customers will need to sign the initial work order verifying that they want services on. In the absence of a customer signature, Customer Service will verify the customer's identity and sign the work order. The same process will be followed for customers wishing to have their service disconnected. Commercial accounts will also be required to have appropriate business/occupational licenses.

METER DEPOSITS

All meter deposits must be paid in full before services will be turned on. Customers must ensure that meter readers are consistently able to access all meters. Failure to do so will result in termination of utilities services.

Residential

The City of Fort Meade utilizes customer credit histories to determine required deposits for primary residential accounts. If a customer's history returns a "Green Light" response, the electric deposit will be waived. If a customer's history returns a "Yellow Light" response, the customer will be required to pay an electric deposit of \$200. If a customer's history returns a "Red Light" or "No Credit History" response, the customer will be required to pay an electric deposit of \$300. All other deposits must be paid in full. A meter deposit of \$70 is required for each residential customer of natural gas. A meter deposit of \$40 is required for each residential customer of water. A meter deposit of \$32 is required for each residential customer of sewer. A residential customer who is transferring to a new location within the City will be required to apply for service at the new location. A credit history check will be required for any customer who has had NSF's, delinquent disconnects or two or more delinquencies. There will also be a \$40 disconnect fee to have services disconnected at the previous location. Customers with multiple accounts will be required to pay full deposits on all accounts regardless of payment or credit history.

Commercial

Commercial meter deposits will be set to cover two months billing for each account. These deposit amounts will be based on prior customer billing at that location. If there is no previous customer or the current customer’s business is significantly different from prior customers at that location then the customer will be required to pay the minimum commercial meter deposits. The account will be reviewed after two full months of utilities service to determine if deposits are sufficient to cover two months billing. Based on the review, commercial meter deposits will be adjusted accordingly. Commercial customers who are required to increase their deposits will have thirty (30) days to do so. Failure to comply with this policy will result in termination of utilities services. A minimum meter deposit of \$300.00 is required for all commercial electric customers. A minimum meter deposit of \$70.00 is required for all commercial gas customers. Deposits for water service are based on meter size. A minimum meter deposit of \$50 is required for all commercial sewer customers.

Rental

In the case of non-owner occupied properties, the owner will be required to maintain full residential deposits on the property. In locations where multiple residents share a single meter, the landlord will be billed the whole amount. The City will not divide usage among residents.

Service Connection Fees

Electricity	Same day - \$60	Next day - \$40	Read only - \$30
Natural Gas	Same day - \$50	Next day - \$30	
Water	Same day - \$43	Next day - \$23	Disconnect fee-\$40

Connection fees are charged in addition to meter deposits. A \$30 Read Fee will apply instead of connection fees where services are already on and only reads are required. Connection fees may be added to the customer’s first bill. Services may not be turned on after 4PM if resources are not available. When a City employee is called out after hours, an after hours call out fee of \$60 will be assessed in addition to any applicable fees. If services are turned off for non-payment, customers will be required to pay their past due balance, connection fees and may be required to update deposits before being reconnected. Customers who have been turned off for non-payment must pay all delinquent charges within 10 days of disconnect or account deposits will be applied to the outstanding balance and the account will be closed. The customer will then have 30 days to pay the final bill on the account before it is turned over to a collections agency.

REFUSAL OF SERVICE

The City of Fort Meade may refuse service if: Applicant(s) or Lessee(s) is indebted for past services and refuses to satisfy debt; deposits are not paid; or the customer has tampered with the utility meter. In addition, customers must ensure that meter readers are consistently able to access all meters. Failure to do so will result in termination of utilities services.

BILLING AND PAYMENT PROCEDURES

Meter Reading and Billing

The City will have the meter read upon the beginning and termination of service. In addition, utility meters are read on a monthly basis. Each customer is assigned to one of three billing cycles based on the service location. Billing for the first cycle is mailed out on or about the 15th of the month and due by the 5th of the following month. Billing for the second cycle is mailed out on or about the 20th of the month and is due by the 10th of the following month. Billing for the third cycle is mailed out on or about the 31st of the month and is due by the 20th of the following month. Meters are read up to two weeks prior to the billing date. Each month utility service billed is for prior usage.

Meter Read Errors

If a customer feels their electric meter has been misread, they may contact customer service at (863) 285-1100 to request a re-read. The meter will be read and/or pulled for testing. If the meter is pulled for testing, results could take up to a month. No extension on the utility bill will be granted while the meter is tested. If the meter is found to be inaccurate, an adjustment will be made to the customer's account. In the case of water meter re-reads, if the read is accurate the customer will be billed a \$30 read fee. If the meter is tested and found to be accurate the customer will be billed a \$45 meter test fee. If the meter or the read are found to be inaccurate the customer will not be charged for the re-read or meter test.

Estimating Usage

The City will take every step possible to obtain monthly meter readings. If your meter can not be read your usage will be estimated based on past usage. Customers must ensure that meter readers are consistently able to access all meters. Failure to do so will result in termination of utilities services.

Late Payments

If utility bills are not paid by 5:00pm on the due date, a late penalty of \$10.50 will be assessed. Staff cannot grant extensions of due dates. Payments mailed must be received by the City on the due date. Postmark dates are not considered. There are two after hours drop box locations. The first is located to the left of the entrance to City Hall and the other is a beige drop box on the north east corner of Langford St and North Seminole. Drop box payments should be made by money order or check. Do not place cash in the drop boxes.

DISCONNECTION OF SERVICE

The City may disconnect any and all utility services for any of the following reasons AND/OR other reasons permitted by federal, state or municipal law:

1. Failure to meet the applicable provisions of law
2. Violation of the ordinances, regulations or policies pertaining to utility service
3. Nonpayment or failure to pay all charges and penalties from past or present bills
4. Willful, negligent waste of service due to improper or imperfect pipes, fixtures, appliances
5. Tampering with any meter, seal or other equipment controlling or regulating the supply of utility services.
6. Theft, diversion and/or use of service without payment thereof
7. Failure to keep an agreement to satisfy a continuing debt
8. Failure to grant the utility access to read and inspect and maintain any utility meter
9. Vacancy or abandonment of premises

Customers who have been turned off for non-payment must pay all delinquent charges within 10 days or account deposits will be applied to the outstanding balance and the account will be closed. The customer will then have 30 days to pay the final bill on the account before it is turned over to a collections agency.

The City has the right to discontinue service to any and all properties listed under the same name as the account in question. This applies to both residential and commercial properties. The City will disconnect utilities at any time and has no policy prohibiting the disconnection of services during inclement weather.

Interruptions of service or disconnections made pursuant to repair, maintenance, health or safety reasons shall not constitute a disconnection for the purposes of this policy.

DELAY OF DISCONNECTION FOR MEDICAL REASONS

A statement received by the City to the effect that the customer or a resident of such a household has an existing illness or handicap which would cause the individual to suffer an immediate and serious health hazard by the disconnection of utility services will delay discontinuance of service for a period of 24 hours. Such statement must be from a physician who shall certify that utility services are required for the use of medical equipment such as oxygen, heart monitor, etc. Such certificate must be filed with the City immediately after receiving letter from a physician. If disconnection is pending for non-payment, this will allow customer to make other arrangements. Customers with medical seals will be notified when possible, if utility services will be off due to work being conducted by the City.

SERVICE CHARGES

INSUFFICIENT CHECKS: A fee will be assessed for each check returned to the city for non-sufficient funds (NSF) or if payment was stopped by the customer. They will be as follows:

Check Amount	Return Fee
< \$50	\$25
>\$50 and <\$300	\$30
>\$300	\$40

LATE PENALTIES: \$10.50 for residential and commercial customers.

RE-CONNECTION FEES FOR DELINQUENT ACCOUNTS: During regular working hours of 8AM - 5 PM, standard connection fees will apply. After hours connections are not supported for delinquent accounts.

TESTING OF METERS: Customers may have their meters tested. If the meter is found to be inaccurate there is no charge to the customer. If the meter is within normal operating parameters there will be a charge of \$45 to the customer.

METER TAMPERING: If an electric or gas meter is found to be tampered with the customer will be assessed a \$150 fine and the Polk County Sheriff's Office will be contacted to investigate. If a water meter is found to be tampered with the customer will be assessed a \$460 for the first offense and \$2000 for any subsequent offenses and the Polk County Sheriff's Office will be contacted to investigate.

APPLICATION FEE: A nonrefundable fee of \$25 will be due for applicants applying for utility service with the City.

SOLID WASTE

Solid waste and recycling services are provided by an outside contractor. Collection days for household solid waste are Monday and Thursday for residents located north of Broadway St and Monday for recycling; Tuesday and Friday for residents located south of Broadway St and Tuesday for recycling. Yard debris is collected citywide on Wednesday. These dates will vary around holidays. If a debris pile is too large for the solid waste contractor to pick up on their regular route, the City can arrange to have the solid waste contractor quote a price on the pickup that will be the responsibility of the customer. In cases of non-owner occupied properties the owner will be billed.

WASTEWATER/SEWER SERVICE

Wastewater service is provided throughout the city. Any customer who utilizes a septic system where wastewater service is available will be required to pay the flat rate sewer charge.

VACATION RATES

City of Fort Meade Utility Customers who will be out of town not less than 60 days or more than 180 days may apply for reduced utility rates. The customer's utility bill shall be placed on minimum monthly billing charges or "Vacation Rate" for each utility service provided to their home for a maximum of 6 months. Customer service will verify account information when these rates are requested.

- Electric Service: \$14.58(includes tax) base fee, plus usage and tax on usage
- Solid Waste collection: \$5.00 (no tax charged) base fee
- Gas Service: \$9.35 (includes tax) base fee, plus usage and tax on usage
- Water Service: \$8.38 (includes tax) base fee, plus usage and tax on usage
- Sewer Service: \$12.75(no tax charged) base fee, plus usage over 3,000 gallons
- Storm water: \$4.25 (no tax charged) base fee

Owner Occupied Residential Units that chose the "Vacation Rate" and do not turn their utility services on and off shall avoid reconnection fees.

Residential Units on Vacation Rates will be required to notify the City upon their return. Residents who fail to notify the City upon their return will be responsible for full billing rates applied from the date of their return to the City.

Owner Occupied Residential Unit that turned their utilities on and off each season shall be required to pay a monthly availability fee of \$60.00 per month, in addition to all reconnection and service fees required to reestablish utility service.