

REDACTED

090000-0T

1 NATURAL GAS
2 TRANSPORTATION SERVICE AGREEMENT
3 BETWEEN
4 NUI CORPORATION
5 AND
6 MIAMI-DADE COUNTY

7 Account Nos. 211-0756225-011, 211-0756239-011,
8 211-0754412-011

9 THIS AGREEMENT made and entered into as of this 29 day of Oct, 1999, by
10 and between NUI Corporation, a New Jersey Corporation, hereinafter referred to as "Company",
11 represented by City Gas Company of Florida, and MIAMI-DADE COUNTY, a political subdivision
12 of the State of Florida, hereinafter referred to as "Customer",

13 WITNESSETH:

14 WHEREAS, Company's Natural Gas Tariff (Tariff) establishes transportation service to be
15 provided pursuant to Rate Schedule having certain specific terms of applicability; and

16 WHEREAS, Customer has requested that Company render natural gas transportation service
17 to Customer in accordance with the terms and conditions of this Agreement and Company has agreed
18 to transport Customer's gas,

19 NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements
20 set forth herein, the parties agree as follows:

21 ARTICLE 1
22 TERM OF AGREEMENT

23 1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall
24 become effective as of July 1, 1998, and shall continue in full force and effect for ten (10) years,

- COM
- APA
- ECR
- GCL
- RAD
- SSC
- ADM
- OPC
- CLK

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1 at which time the Agreement shall terminate. Company agrees, upon written request from Customer
2 received by Company not less than 90 days prior to the termination date of this Agreement, to review
3 the terms and conditions of the Agreement for the purpose of renewal for a like term. The renewal
4 is contingent upon the Company and Customer mutually agreeing in writing to the terms and
5 conditions for the renewal term. This Agreement supersedes and renders null and void the previous
6 . CI-LVT Transportation Service Agreement between the Company and Customer made and entered
7 into as of November 1, 1997.

8 ARTICLE II

9 APPLICABILITY OF TARIFF

10 1. Based upon governing applicability provisions, the parties hereby confirm that
11 Customer qualifies for the Contract Interruptible Large Volume Transportation Service (CI-LVT)
12 Rate Schedule.

13 2. Except to the extent expressly modified by the terms of this Agreement, all service
14 rendered by Company under this Agreement shall be provided pursuant to the terms and conditions
15 of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved
16 by the Florida Public Service Commission.

17 3. Pursuant to the Affidavits of Alternate Fuel Price attached hereto, the rates for
18 transportation of natural gas to Customer's listed facilities shall be as set forth in Article VII of this
19 Agreement.

20 ARTICLE III

1 POINTS OF RECEIPT AND DELIVERY

2 Customer shall arrange for the delivery of all gas to be transported by Company hereunder
3 to take place at those interconnections between Company and Florida Gas Transmission Company
4 (FGT) heretofore determined (Point(s) of Receipt) in Miami, FL and Hialeah, FL. All such gas
5 received by Company shall be redelivered to Customer at those interconnections between the
6 distribution system of Company and the facilities of Customer heretofore determined (Point(s) of
7 Delivery).

8 ARTICLE IV

9 OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER

10 1. Customer represents that it meets all qualifications for Contract Interruptible Large
11 Volume Transportation Service.

12 2. Customer agrees to comply with all terms and conditions of this Agreement and the
13 Company's Tariff as approved by the Florida Public Service Commission, which terms and
14 conditions are incorporated by reference, and the applicable Rate Schedule as the same may be
15 amended or modified from time to time.

16 3. Customer warrants that it will, at the time of delivery of gas to Company for
17 transportation hereunder, have good and merchantable title to the gas free and clear of all liens,
18 encumbrances and adverse claims. Customer agrees to provide Company with any documentation
19 which may be requested in writing by Company to evidence Customer's title to the gas transported.
20 Company reserves the right, without penalty or liability, to refuse transportation of any gas in the
21 event Customer fails to provide such documentation upon Company's written request.

1 South District Wastewater Treatment Plant
2 8950 S.W. 232 Street
3 Miami, FL 33170

4 400,000 therms

5 2. Company may, from time to time, make deliveries to Customer in excess of the above
6 stated MACQ's. However, if Customer desires to increase the MACQ for any facility, Customer
7 will provide Company with a written request. Within ninety (90) days of the date of such request,
8 Company shall provide Customer with proposed terms and conditions under which Company will
9 be willing to increase MACQ. Such terms shall include, but not be limited to, Customer's
10 willingness to pay an appropriate contribution to the cost of construction of additional facilities.

11 3. Customer hereby agrees to tender for transportation on the Company systems during
12 each annual period a volume of gas equal to or greater than the minimum annual volume of
13 1,250,000 therms per year.

14 4. The maximum daily contract quantity of gas (MDCQ) Customer may have delivered
15 to Company at the Points of Receipt, in the aggregate, for transportation by Company hereunder
16 shall be 24,500 therms. During the term of this Agreement, Customer may increase the MDCQ
17 and/or the maximum deliveries designated herein for each point of receipt only with the prior
18 consent of the Company, and only upon such prior notice as the Company may require under the
19 circumstances.

1 ARTICLE VI

2 PARAMETERS OF SERVICE

3 Company does not warrant that transportation service will be available hereunder at all times
4 and under all conditions.

5 ARTICLE VII

6 RATES AND CHARGES FOR SERVICE

7
8 1. For the term of this Agreement, Customer shall pay Company each month the following
9 transportation charges for services rendered under this Agreement. The rates set forth below are
10 subject to the tax and other adjustment terms of Company's Tariff, as applicable to Customer.

11

12 <u>Facility</u>	13 <u>Rate Per Therm</u>	14 <u>MACO</u>
15 Alexander Orr 16 Water Treatment Plant	\$ 0.010	4,200,000
17 Hialeah Water Treatment Plant	\$ 0.030	3,300,000
18 South District Wastewater 19 Treatment Plant	\$ 0.030	4000,000

20

21 2. There shall be no charge for each therm transported to each facility in excess of the
22 maximum annual contact quantity of gas (MACQ) as set forth in Paragraph 1 of this Article in any
23 contract year, provided that any transportation service in excess of the MACQ figures set forth
24 above in any contract year do not require Company to construct additional facilities to provide such
25 service to Customer. The terms and conditions with respect to any increase in the initial MACQ and

1 construction of associated additional facilities are subject to the terms of Paragraph 2 or Article V
2 of this Agreement.

3 ARTICLE VIII
4 MEASUREMENT

5 1. Company agrees to install and maintain facilities necessary to deliver and accurately
6 measure the gas to Customer at the Points of Delivery.

7 2. Quantities of gas delivered to the Company's distribution system at the Points of
8 Receipt for the account of Customer shall be measured by FGT. All charges billed to Customer
9 hereunder shall be based on the measurements made at the Points of Delivery. Measurement shall
10 include temperature-correcting devices installed and maintained by Company to ensure proper
11 billing of gas, corrected to 60 degrees Fahrenheit, at no cost to Customer.

12 3. Customer may, with the prior written consent of Company, which shall not be
13 unreasonably withheld, and at no cost to Company, install check-measuring devices at the Points of
14 Delivery.

15 ARTICLE IX
16 FULL REQUIREMENTS

17 It is understood and agreed that Company's rendering of gas transportation service under the
18 terms and conditions of this Service Agreement is in consideration of Customer's agreement to
19 utilize exclusively such services for all pipeline-transported natural gas consumed at the Customer's
20 facilities located as listed in Article V herein, from the Effective Date hereof and during the Term
21 of this Agreement and any renewals hereof. Accordingly, Customer agrees that Customer will not,

1 for the term of this Agreement and any renewals hereof, displace any service provided under this
2 Agreement with service from any third party, However, nothing herein shall prohibit Customer from
3 extracting and consuming landfill gas at Customer's facilities.

4 ARTICLE X

5 FACILITIES

6 1. All facilities required to provide service under this Agreement shall be designed,
7 constructed, installed, operated, maintained, and owned by Company.

8 2. Customer agrees to pay Company a one time "Aid to Construction" charge of \$300,000
9 for Company to design, construct, own, maintain, and operate natural gas service to Miami-Dade
10 South District Wastewater Treatment Plant, 8950 S.W. 232 Street, Miami, FL, 33170, sufficient in
11 size to meet Customer-specified demand of 400,000 therms maximum annual quantity (MACQ).
12 Company agrees to run gas line(s) to point(s) of use within this plant as determined by the Customer,
13 which shall constitute Point(s) of Delivery. Customer shall reimburse Company, prior to the
14 commencement of service, in the amount of \$825.00 per meter for any telemetry equipment required
15 to be installed at this plant.

16 ARTICLE XI

17 NOMINATIONS AND NOTICE

18 1. Customer, or its agent supplier, shall make all nominations of service (advice regarding
19 the next months-anticipated consumption) on Company's system hereunder on the appropriate form
20 provided by Company. Customer, or its agent, shall submit any new nomination for service a
21 minimum of ten working days prior to the commencement of the transportation service, and shall

1 submit a request for a change to an existing nomination a minimum of three working days prior to
2 the date the change is to become effective.

3 2. Customer or its agent, not the Company, shall be responsible for making all
4 transportation agreements and nominations to all third parties upstream of company's Points of
5 Receipt. Customer may use a broker for this purpose. If Customer utilizes a broker to make such
6 transportation arrangements and nominations on the interstate system that is upstream of Company's
7 system, Customer shall identify the broker initially and upon a change.

8 3. All nominations and adjustments to nominations shall be directed to:

9 Manager, Gas Control
10 NUI Corporation
11 One Elizabethtown Plaza
12 Union, NJ 07083
13 FAX: (908) 527-9478

14 Any service inquiries or correspondence regarding the administration of nominations
15 shall be directed to:

16 Kim T. Verran
17 Territory Manager
18 NUI/City Gas Company of Florida
19 One Elizabethtown Plaza
20 Union, NJ 07083
21 Phone/Fax: (908) 289-5000 Ext. 5705/ (908) 289-1370

22 OR

1 Donna Becker
2 Key Accounts Manager
3 NUI/City Gas Company of Florida
4 One Elizabethtown Plaza
5 Union, NJ 07083
6 Phone/Fax: (908)289-5000 Ext. 5705/(908) 289-1370

7 4. All payments shall be directed to:

8 NUI/City Gas Company of Florida
9 955 East 25th Street
10 Hialeah, FL 33013-3498

- 11 5. Miami-Dade Water and Sewer Department
12 Mr. Tom Segars, Superintendent
13 Water Production Division
14 P. O. Box 110006
15 Hialeah, FL 33011
16 Phone: (305) 888-2522
17 Fax: (305) 889-0156

18 ARTICLE XII

19 FORCE MAJEURE

20 Neither Company, nor Customer or its agents, shall be liable for damages to the other for any
21 act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts,
22 acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning,
23 earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and people, civil
24 disturbances, explosions, temporary failure of gas supply, temporary failure of firm transportation
25 arrangements, the binding order of any court or governmental authority which has been resisted in
26 good faith by all reasonable legal means, acts of third parties, or any other cause, whether of the kind
27 herein enumerated or otherwise, not within the control of the party, and which by the exercise of due

1 diligence such party is unable to prevent or overcome.

2 Such cause or contingencies affecting the performance by Company, Third Party Supplier,
3 or Customer, however, shall not relieve Company or Customer of liability in the event of its
4 concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and
5 remove the cause in an adequate manner and with all reasonable dispatch. In any event, the liability
6 of Customer for damages shall be limited as provided in Section 768.28, Florida Statutes.

7 ARTICLE XIII

8 MISCELLANEOUS

9 1. The captions in this Agreement are for the convenience of the parties in identification
10 of the provisions hereof and shall not constitute a part of the Agreement, nor be considered
11 interpretive thereof.

12 2. This Agreement shall be binding upon and insure of the benefit of the respective
13 successors and assigns of the parties; provided, however, neither party may make an assignment
14 hereunder without having first obtained the prior written consent of the other party. Such consent
15 shall not be unreasonably withheld. If either party does not provide such consent within sixty (60)
16 days after receipt of the other party's notification of assignment, failure to reply shall be deemed as
17 consent. Any notification of assignment or consent to assignment shall be made by registered mail.

18 3. The interpretation and performance of this Agreement shall be governed by the laws of
19 the State of Florida. Venue for any civil action arising out of this Agreement shall be Miami-Dade
20 County, Florida.

21 4. This Agreement shall be subject to all of the rules and regulations of any duly

1 In witness whereof, MIAMI-DADE COUNTY and NUI CORPORATION, represented by
2 CITY GAS COMPANY OF FLORIDA, by and through their duly authorized officers, have executed
3 this Agreement as of the date first written above.

4 (SEAL)

NUI CORPORATION

By: CITY GAS COMPANY OF
FLORIDA, a Division of NUI
Corporation

By: [Signature]
Richard Gruber
Vice-President, Marketing

By: [Signature]
Joyce M. Fajon
Assistant Secretary

ATTEST:

Harvey Ruvin
Clerk of the Board

By: [Signature]
Deputy Clerk

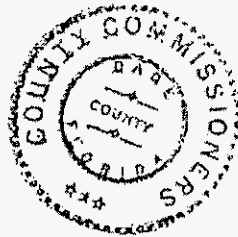
MIAMI-DADE, a political
subdivision of the State of Florida

By Its Board of County
Commissioners

By: [Signature]
For Merrett R. Stierheim
County Manager

Approved as to form and
legal sufficiency.

By: [Signature]
Assistant County Attorney



1 EXECUTION COPY

2 First Amendment to
3 Natural Gas Transportation Service Agreement
4 Between
5 Florida City Gas
6 And Miami-Dade County

7 This First Amendment ("Amendment") is effective as of this 30th day of June,
8 2008 by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG")
9 and Miami-Dade County ("**Customer**").

10 WHEREAS, FCG (formerly known as NUI Corporation, represented by City
11 Gas Company of Florida) and Customer entered into the Natural Gas Transportation
12 Service Agreement on October 29, 1998 (the "**Agreement**");

13 WHEREAS, the Effective Date of the Agreement is July 1, 1998;

14 WHEREAS, the Term, as defined in the Agreement, was initially set to expire
15 on June 30, 2008; and

16 WHEREAS, the parties desire to extend the Term as set forth below.

17 NOW THEREFORE, in consideration of the premises and mutual covenants
18 and agreements herein, FCG and Customer agree as follows:

19 1. The parties are currently negotiating a renewal of the Agreement (the "**New**
20 **Contract**"). Pursuant to the terms of the New Contract, such contract shall not
21 become effective until the date that the Florida Public Service Commission
22 ("**Commission**") approves and makes the New Contract effective (the "**Effective**
23 **Date**"). Further, if the New Contract is not approved and made effective by the
24 Commission subject to terms and conditions satisfactory to the parties within one
25 hundred eighty (180) days from the date the New Contract is entered into by the
26 parties, the New Contract shall not become effective.

27 2. To avoid a gap in service between the expiration of the Agreement and the
28 Effective Date of the New Contract and, if necessary, to allow the parties additional
29 time to negotiate a new agreement in the event the New Contract does not become
30 effective, the parties hereby agree to extend the Term of the Agreement on a month
31 to-month basis effective as of July 1, 2008, until the earlier of: (a) the Effective Date
32 of the New Contract; or (b) thirty (30) days following written notice from either Party
33 of its election to terminate the Agreement.

1 EXECUTION COPY

2 3. If the New Contract does not become effective and negotiations are
3 terminated, the Parties will agree to terminate the Agreement.

4 4. All other provisions of the Agreement shall remain in full force and effect.

5 5. This Amendment may be executed in one or more counterparts, each of which
6 will be deemed an original but all of which taken together will constitute one and the
7 same instrument.

8 The parties have executed this Amendment by the signatures of their
9 respective authorized representatives on the date set forth below.

10 PIVOTAL UTILITY HOLDINGS,
11 INC. D/B/A FLORIDA CITY GAS:

MIAMI-DADE COUNTY:

12 BY ITS BOARD OF COUNTY
13 COMMISSIONERS

14 By: _____ By: _____

15 Print Name: Henry P. Linginfelter

Print Name:

16 Title: President

Title:

17 ATTEST:

18 Harvey Ruvin

19 Clerk of the Board:

20 By: _____

21 Deputy Clerk

22 Approved as to form and
23 Legal sufficiency.

24 By: _____

25 Assistant County Attorney

26

27

1 EXECUTION COPY

2 3. If the New Contract does not become effective and negotiations are
3 terminated, the Parties will agree to terminate the Agreement.

4 4. All other provisions of the Agreement shall remain in full force and effect.

5 5. This Amendment may be executed in one or more counterparts, each of which
6 will be deemed an original but all of which taken together will constitute one and the
7 same instrument.


8 The parties have executed this Amendment by the signatures of their
9 respective authorized representatives on the date set forth below.

10 PIVOTAL UTILITY HOLDINGS,
11 INC. D/B/A FLORIDA CITY GAS:

MIAMI-DADE COUNTY:
BY ITS BOARD OF COUNTY
COMMISSIONERS

14

15 By: _____

By:  _____

16 Print Name:

Print Name:

17 Title:

Title:

20 ATTEST:

21 Harvey Ruvin

22 Clerk of the Board:

23 By: _____

24 Deputy Clerk

25 Approved as to form and
26 Legal sufficiency.

27 By: _____

28 Assistant County Attorney
29

1 EXECUTION COPY

2 3. If the New Contract does not become effective and negotiations are terminated, the
3 Parties will agree to terminate the Agreement.

4 4. All other provisions of the Agreement shall remain in full force and effect.

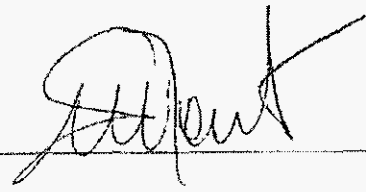
5 5. This Amendment may be executed in one or more counterparts, each of which will be
6 deemed an original but all of which taken together will constitute one and the same instrument.

7 The parties have executed this Amendment by the signatures of their respective
8 authorized representatives on the date set forth below.

9 PIVOTAL UTILITY HOLDINGS,
10 INC. D/B/A FLORIDA CITY GAS:

MIAMI-DADE COUNTY:

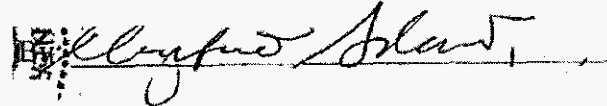
11 BY ITS BOARD OF COUNTY
12 COMMISSIONERS

14
16
18 By: _____ By: 

20 Print Name: _____ Print Name: _____

22 Title: _____ Title: _____

25 ATTEST:
26
27 Harvey Ruvin

28 Clerk of the Board:
29
31 

35
36 Approved as to form and
37 Legal sufficiency.

38
39 By: _____
40 Assistant County Attorney

TRANSPORTATION SERVICE AGREEMENT

Account Nos.: 211-0754112-011 and 211-0783289-001

Date: 8/1/2004

THIS AGREEMENT made and entered into as of this first day of August 2004 by and between City Gas Company of Florida, an operating division of NUI Corporation, a New Jersey Corporation, hereinafter referred to as "Company," and Baptist Hospital of Miami, Inc., authorized to do business in the State of Florida, hereinafter referred to as "Customer."

WITNESSETH:

WHEREAS, Company's Natural Gas Tariff (Tariff) establishes Transportation Service to be provided pursuant to Rate Schedule having certain specific terms of applicability; and

WHEREAS, Customer has requested that Company render transportation service to Customer in accordance with the terms and conditions of the Rate Schedule applicable to Customer, as set forth in the Tariff, to transport Customer's gas,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective on August 1, 2004, and shall continue in full force and effect for a term of five (5) years subject to the terms of this Article I. Company agrees, upon receipt of a written request from Customer received by Company not less than ninety (90) days prior to the end of the initial five year term, that Company will review the terms and conditions of this Agreement for the purpose of evaluating the terms and conditions of a renewal of this Agreement for a subsequent five year term. Any such five year renewal is contingent upon the Company and Customer entering into a mutually acceptable successor transportation service agreement or amendment to this Agreement. If Company and Customer have not reached agreement on the terms and conditions of a five year renewal by the end of the initial five year term of this Agreement, Company shall continue to provide service to Customer on a year-to-year basis, until this Agreement is terminated by either party upon not less than ninety (90) days written notice prior to the end of any one roll-over term, under the terms and conditions of this Agreement, except for Article VII and the rates and charges shall revert to the then effective rate schedule for which the Customer would qualify based on usage level at Customer's facility without the benefit of an Alternative Fuel Discount rider.

ARTICLE II

APPLICABILITY OF TARIFF

1. Based upon governing applicability provisions, Customer hereby confirms that Customer qualifies for and requests service under Rate Schedule General Service 1,250k with Alternative Fuel Discount ("GS-1250K-AFD"), This Rate Schedule is attached hereto and is the "applicable Rate Schedule" for purposes of this agreement for so long as Customer continues to meet the applicability criteria of the Rate Schedule.

2. All services provided hereunder are expressly subject to and governed by the terms and conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission (FPSC) and specifically the provisions of the applicable rate schedule as contained in the Tariff, as either or both may be amended or modified from time to time.

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ARTICLE III
POINTS OF RECEIPT AND DELIVERY

1. Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company (FGT) set forth in Schedule A hereto (Point(s) of Receipt). All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution system of Company and the facilities of Customer set forth in Schedule A attached hereto (Point(s) of Delivery). Schedule A may be amended only upon agreement of Company.

ARTICLE IV
OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER

1. Customer represents that it meets all qualification for service set forth in the Rate Schedule identified in Article II, Paragraph 1, and that the gas transported under this Agreement shall be used only in accordance with the terms and limitations set forth in the Rate Schedule.

2. Customer agrees to comply with all terms and conditions of Company's Tariff as approved by the Florida Public Service Commission, which terms and conditions are incorporated by reference, and the applicable Rate Schedule as the same may be amended or modified from time to time.

3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good and merchantable title to the gas free and clear of all liens, encumbrances and adverse claims; and Customer agrees to hold harmless, indemnify and defend Company from and against any suits, actions, claims, losses, and/or expenses suffered by Company as a direct or indirect result of an adverse claim by any third party with respect to the gas. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer fails to provide such documentation upon Company's written request.

4. Customer warrants that to the best of its knowledge all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and approved by the Federal Energy Regulatory Commission.

5. As a condition precedent to Company providing initial service under this Agreement to Customer at the Customer's facility located at 8900 North Kendall Drive, Miami, Florida (Facility), and as an on-going condition to Company providing continuing service to Customer at the Facility during the term hereof, Customer hereby agrees, that in consideration of the terms and conditions of this Agreement, including but not limited to the rates charged by Company hereunder, that Customer will cease to proceed with or prosecute and withdraw and terminate, all applications for any authorizations or approvals that would enable Customer to receive natural gas deliveries to the Facility other than through Company's distribution system. Further, Customer agrees not to initiate or undertake any such actions as described in the previous sentence during the term of this Agreement or to have any third party initiate or undertake such actions on Customer's behalf during the term hereof.

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ARTICLE V
QUANTITY

1. Customer hereby agrees to tender for transportation on the Company's system during each annual period a volume of gas equal to or greater than the minimum annual volume specified in Rate Schedule GS-1250k AFD. Customer agrees to abide by the minimum bill provision of said tariff.

2. The maximum daily contract quantity of gas (MDCQ) Customer may have delivered to Company at the Point(s) of Receipt, in the aggregate, for transportation by Company hereunder shall be [REDACTED] therms. In addition, Customer may not deliver more than that quantity of gas set forth in Schedule A hereto at each Point of Receipt on a daily basis. During the term of this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each point of receipt only with the prior consent of the Company, and only upon such prior notice as the Company may require under the circumstances.

ARTICLE VI
PARAMETERS OF SERVICE

1. Company does not warrant that transportation service will be available hereunder at all times and under all conditions.

2. Transportation service shall be subject to the terms and conditions governing interruption or curtailment of service, as delineated in the applicable Rate Schedule and/or the Company's Gas Curtailment Plan.

3. Customer shall be subject to the Transportation Special Conditions as set forth in Section 12 of the Rules and Regulations contained in the Tariff

ARTICLE VII
RATES AND CHARGES FOR SERVICE

1. Except as otherwise provided for in this Agreement for the term of this Agreement, Customer shall pay Company each month the following charges, plus any applicable taxes and other adjustments, for services rendered hereunder pursuant to the applicable Rate Schedule:

For years 1 through 4 of this Agreement

- a. Customer Charge - \$ 500.00 per month.
- b. Distribution Charge - [REDACTED] per therm transported.
- c. Demand Charge - \$0.2890 per therm of Daily Contract Quantity ("DCQ"), as specified in the Rate Schedule.

1 For year 5 of this Agreement

- 2 d. Customer Charge - \$ 500.00 per month.
- 3 e. Distribution Charge — equal to the greater of [REDACTED] per therm transported or the then current
4 transportation charge for the Standard Commercial/Industrial GS-1250k Rate Schedule discounted by
5 [REDACTED].
- 6 f. Demand Charge - \$0.2890 per therm of DCQ, as specified in the Rate Schedule.

7 **ARTICLE VIII**
8 **MEASUREMENT**

9 1. Quantities of gas delivered to the Company's distribution system at the Point(s) of Receipt for the account of
10 Customer shall be measured by FGT. Company agrees, in accordance with the terms of the applicable Rate Schedule, to install
11 facilities necessary to deliver the gas to Customer at the Point(s) of Delivery. All charges billed to Customer hereunder shall be
12 based on the measurement made at the Point(s) of Delivery. Customer may, with the prior written consent of Company, which
13 shall not be unreasonably withheld, and at no cost to Company, install check measuring devices at the Point(s) of Delivery.

14 **ARTICLE IX**
15 **FULL REQUIREMENTS**

16 It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of
17 this Service Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-
18 transported natural gas consumed at the Facility from the Effective Date hereof and during the term of this Agreement.
19 Accordingly, Customer agrees that from the Effective Date hereof and during the term of this Agreement, it will not consume, or
20 permit the consumption of, at the Facility, any pipeline-transported natural gas which was not transported on the distribution and
21 transmission facilities of the Company. ~~In addition, the Customer further agrees that, for the term of this Agreement, it will not~~
22 ~~displace any portion of the natural gas consumed at the Facility by using oil and/or any other form of energy.~~

JJ
VAF

24 **ARTICLE X**
25 **FACILITIES**

26 All facilities required to provide service under this Rate Schedule shall be designed, constructed, installed, operated,
27 and owned by Company.

28 **ARTICLE XI**
29 **NOMINATIONS AND NOTICE**

30 1. Customer's third party supplier (TPS), as defined in the Tariffs, shall make all nominations for service on
31 Company's system hereunder via the Company's internet website, in accordance with the Company's applicable Rate Schedule.

1 Customer's TPS shall submit any new nomination for service a minimum of ten working days prior to the commencement of the
2 transportation service, and shall submit a request for a change to an existing nomination a minimum of three working days prior
3 to the date the change is to become effective.

4 2. In the event of a change of TPS, Customer shall provide the Company a third party supplier designation form
5 (Appendix A) identifying the designated TPS ten days prior to commencement of transportation service.

6 3. Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

7 Carlos Zerpa
8 Key Accounts Territory Manager
9 City Gas Company of Florida
10 955 East 25th Street
11 Hialeah, FL 33013-3498
12 Phone / Fax: (305) 835-3620 / (305)691-7335
13 Or
14 Isabel Losada
15 City Gas / Transportation Services
16 1085 Morris Avenue
17 Union, NJ 07083
18 Phone / Fax: (908) 289-5000 EXT: 5744 / (908) 527-1033

19 All payments shall be directed to:

20 City Gas Company of Florida
21 P. O. Box 6060
22 Elizabeth, NJ 07207-6060

23 4. All customer invoices and notices shall be directed to:

24 Baptist Hospital of Miami
25 8900 North Kendall Drive
26 Miami, FL 33176
27 Attn: Director, ~~Accounts Payable~~
28 Phone: ~~(305)596-1960~~
29 Fax: ~~(305)598-5977~~
30

1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

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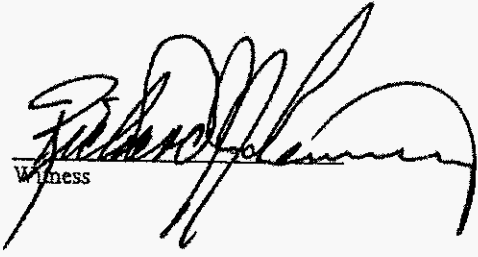
CUSTOMER:

BAPTIST HOSPITAL OF MIAMI, INC.

By: 

Name: Jeff Zohn

Title: Director, Engineering Services


Witness

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7
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11

COMPANY:

CITY GAS COMPANY OF FLORIDA
A Division of NUI Utilities, Inc.

By: _____

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12

APPENDIX A
THIRD PARTY SUPPLIER DESIGNATION FORM

_____ hereby designates _____
as its Third arty Supplier under its Transportation Service Agreement for the period commencing _____
_____ and continuing until further written notice is received by Company. Customer hereby advises Company that
the designated third party supplier is familiar with the terms and conditions for transportation service concerning balancing of receipts and
deliveries, and applicable imbalance penalties and fees set forth in City Gas Company's Natural Gas Tariff and will comply with such terms
and conditions.

Marketer

By: _____

On Behalf Of: _____

Customer

By: J. H. Zoh

On Behalf Of: Baptist Hospital

Company

By: Victor A. Fathkewicz
PRESIDENT

Date: _____

4 GENERAL SERVICE - 1,250k (GS -1,250k)

5 APPLICABILITY

6 Service is available to Customers using 1,250,000 or more therms per year as determined
7 by the Company.

8 CHARACTER OF SERVICE

9 A firm delivery service of natural gas, or its equivalent, delivered by the Company or
10 Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal
11 Units per cubic foot.

12 *MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
13		
14	Customer Charge	\$500.00
15	Demand Charge, per DCQ	\$0.289
16	Distribution Charge, per therm	\$0.12225
17	Commodity Charge	Per Rider "A" Per TPS Agreement

18 *The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of
19 this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by
20 the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for
21 commodity according to any agreement between the Customer and the TPS. Only
22 Non-Residential Customers are eligible to receive gas supply from a TPS.

23 DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

24 The DCQ's to be used in setting the Customer's Billing DCQ will be determined by the
25 Customer's maximum daily requirements in terms of therm units per day based on readings
26 taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ's
27 used in setting the Billing DCQ shall be those from the Customer's daily metered therm
28 consumption recorded for a period of up to three (3) years ending each March 31st. The results
29 shall be grouped into the seasonal periods of April to October and November to March for
30 purposes of deriving the Billing DCQ. If historical consumption information of at least twelve
31 (12) months is not available, then the Billing DCQ level shall be based upon the rating and
32 expected usage of the Customer's gas equipment as determined by the Company.

33 The Billing DCQ will be determined annually by the Company based on the DCQ history, as
34 determined above, for each of the respective seasonal periods. The Customer's Billing DCQ
35 shall be adjusted to reflect the maximum DCQ recorded for the respective seasonal periods.
36 Adjustments will be made in the preceding months of April and November except the Company
37 shall not increase such a Customer's Billing DCQ unless the Customer has had at least three
38 (3) occurrences of DCQ's in excess of their current Billing DCQ within the respective seasonal
39 periods.

4 GENERAL SERVICE - 1,250k (GS -1,250k)
5 (Continued)

6 DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)

7 At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate
8 an ongoing change in its maximum daily therm requirements then the Company may at its discretion
9 adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for
10 all Customers with active service at the effective date of this tariff based on the highest daily actual therm
11 consumption recorded at Customer's premises over the thirty-six month historic period ending September
12 30, 2002.

13 MINIMUM BILL

14 The minimum monthly bill shall be the Customer Charge and Demand Charge. In addition, a
15 minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the
16 difference between the annual minimum qualifying therms specified in this Rate Schedule and the
17 annual usage of the Customer.

18 TERMS OF PAYMENT

19 Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of
20 twenty days from date of mailing or other delivery thereof by the Company.

21 TERM OF CONTRACT

22 The initial term of which shall be no less than one (1) year and year to year thereafter until
23 terminated by ninety (90) days written notice by either party.

24 SPECIAL CONDITIONS OF SERVICE

25 1. Application of this rate is subject to the general Rules and Regulations of the
26 Company as they may be in effect from time to time and as filed with the regulatory authorities.

27 2. Each year the Company shall re-determine each Customer's eligibility based on
28 their annual usage. If reclassification to another schedule is appropriate such reclassification
29 shall be prospective only and shall not be retroactive.

30 3. Automatic Meter Reading (AMR) equipment is required for all Customers served
31 under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions
32 related to AMR's.

33 SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
34 THIRD PARTY SUPPLIERS (TPS)

35 See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers
36 taking Gas Supply from a TPS.

TRANSPORTATION SERVICE AGREEMENT

Account Nos.: 211-0754107-011

Date: 10/1/2004

THIS AGREEMENT made and entered into as of this first day of October 2004 by and between NUI Utilities, Inc. d/b/a City Gas Company of Florida, an operating division of NUI Corporation, a New Jersey Corporation, hereinafter referred to as "Company," and Tallowmasters, LLC, authorized to do business in the State of Florida, hereinafter referred to as "Customer."

WITNESSETH:

WHEREAS, Company's Natural Gas Tariff (Tariff) establishes Transportation Service to be provided pursuant to Rate Schedule having certain specific terms of applicability; and

WHEREAS, Customer has requested that Company render transportation service to Customer in accordance with the terms and conditions of the Rate Schedule applicable to Customer, as set forth in the Tariff, to transport Customer's gas,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective on November 1, 2004, and shall continue in full force and effect for a term of five (5) years subject to the terms of this Article I. Company agrees, upon receipt of a written request from Customer received by Company not less than ninety (90) days prior to the end of the initial five year term, that Company will review the terms and conditions of this Agreement for the purpose of evaluating the terms and conditions of a renewal of this Agreement for a subsequent five year term. Any such five year renewal is contingent upon the Company and Customer entering into a mutually acceptable successor transportation service agreement or amendment to this Agreement. If Company and Customer have not reached agreement on the terms and conditions of a five year renewal by the end of the initial five year term of this Agreement, Company shall continue to provide service to Customer on a year-to-year basis, until this Agreement is terminated by either party upon not less than ninety (90) days written notice prior to the end of any one roll-over term, under the terms and conditions of this Agreement, except for Article VII and the rates and charges shall revert to the then effective rate schedule for which the Customer would qualify based on usage level at Customer's facility without the benefit of an Alternative Fuel Discount rider.

ARTICLE II

APPLICABILITY OF TARIFF

1. Based upon governing applicability provisions, Customer hereby confirms that Customer qualifies for and requests service under Rate Schedule General Service-250k with Alternative Fuel Discount ("GS-250K-AFD"). This Rate Schedule is attached hereto and is the "applicable Rate Schedule" for purposes of this agreement for so long as Customer continues to meet the applicability criteria of the Rate Schedule.

2. All services provided hereunder are expressly subject to and governed by the terms and conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission (FPSC) and specifically the provisions of the applicable rate schedule as contained in the Tariff, as either or both may be amended or modified from time to time.

1 ARTICLE III

2 POINTS OF RECEIPT AND DELIVERY

3 1. Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those
4 interconnections between Company and Florida Gas Transmission Company (FGT) set forth in Schedule A hereto (Point(s) of
5 Receipt). All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution
6 system of Company and the facilities of Customer set forth in Schedule A attached hereto (Point(s) of Delivery). Schedule A
7 may be amended only upon agreement of Company.

8 ARTICLE IV

9 OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER

10 1. Customer represents that it meets all qualification for service set forth in the Rate Schedule identified in Article II,
11 Paragraph 1, and that the gas transported under this Agreement shall be used only in accordance with the terms and limitations
12 set forth in the Rate Schedule.

13 2. Customer agrees to comply with all terms and conditions of Company's Tariff as approved by the Florida Public
14 Service Commission, which terms and conditions are incorporated by reference, and the applicable Rate Schedule as the same
15 may be amended or modified from time to time.

16 3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good
17 and merchantable title to the gas free and clear of all liens, encumbrances and adverse claims; and Customer agrees to hold
18 harmless, indemnify and defend Company from and against any suits, actions, claims, losses, and/or expenses suffered by
19 Company as a direct or indirect result of an adverse claim by any third party with respect to the gas. Customer agrees to provide
20 Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas
21 transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer
22 fails to provide such documentation upon Company's written request.

23 4. Customer warrants that to the best of its knowledge all gas delivered to Company for transportation hereunder shall
24 be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and
25 approved by the Federal Energy Regulatory Commission.

26 5. As a condition precedent to Company providing initial service under this Agreement to Customer at the Customer's
27 facility located at 13101 N.W. 14th Street, Miami, Florida (Facility), and as an on-going condition to Company providing
28 continuing service to Customer at the Facility during the term hereof, Customer hereby agrees, that in consideration of the terms
29 and conditions of this Agreement, including but not limited to the rates charged by Company hereunder, that Customer will cease
30 to proceed with or prosecute and withdraw and terminate, all applications for any authorizations or approvals that would enable
31 Customer to utilize a fuel other than natural gas at the Facility. Further, Customer agrees not to initiate or undertake any such
32 actions as described in the previous sentence during the term of this Agreement or to have any third party initiate or undertake
33 such actions on Customer's behalf during the term hereof.

1 ARTICLE V
2 QUANTITY

3 1. Customer hereby agrees to tender for transportation on the Company's system during each annual period a volume
4 of gas equal to or greater than the minimum annual volume specified in Rate Schedule GS-250k AFD. Customer agrees to abide
5 by the minimum bill provision of said tariff.

6 2. The maximum daily contract quantity of gas (MDCQ) Customer may have delivered to Company at the Point(s) of
7 Receipt, in the aggregate, for transportation by Company hereunder shall be [REDACTED] therms. In addition, Customer may not
8 deliver more than that quantity of gas set forth in Schedule A hereto at each Point of Receipt on a daily basis. During the term of
9 this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each point of receipt
10 only with the prior consent of the Company, and only upon such prior notice as the Company may require under the
11 circumstances.

12 ARTICLE VI
13 PARAMETERS OF SERVICE

14 1. Company does not warrant that transportation service will be available hereunder at all times and under all
15 conditions.

16 2. Transportation service shall be subject to the terms and conditions governing interruption or curtailment of service,
17 as delineated in the applicable Rate Schedule and/or the Company's Gas Curtailment Plan.

18 3. Customer shall be subject to the Transportation Special Conditions as set forth in Section 12 of the Rules and
19 Regulations contained in the Tariff.

20 ARTICLE VII
21 RATES AND CHARGES FOR SERVICE

22 1. Except as otherwise provided for in this Agreement for the term of this Agreement, Customer shall pay Company
23 each month the following charges, plus any applicable taxes and other adjustments, for services rendered hereunder pursuant to
24 the applicable Rate Schedule:

- 25 a. Customer Charge - \$ 300.00 per month.
26 b. Distribution Charge - [REDACTED] per therm transported.
27 c. Demand Charge - \$0.2890 per therm of Daily Contract Quantity ("DCQ"), as specified in the Rate
28 Schedule.

1 ARTICLE VIII
2 MEASUREMENT

3 1. Quantities of gas delivered to the Company's distribution system at the Point(s) of Receipt for the account of
4 Customer shall be measured by FGT. Company agrees, in accordance with the terms of the applicable Rate Schedule, to install
5 facilities necessary to deliver the gas to Customer at the Point(s) of Delivery. All charges billed to Customer hereunder shall be
6 based on the measurement made at the Point(s) of Delivery. Customer may, with the prior written consent of Company, which
7 shall not be unreasonably withheld, and at no cost to Company, install check measuring devices at the Point(s) of Delivery.

8 ARTICLE IX
9 FULL REQUIREMENTS

10 It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of
11 this Service Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-
12 transported natural gas consumed at the Facility from the Effective Date hereof and during the term of this Agreement.
13 Accordingly, Customer agrees that from the Effective Date hereof and during the term of this Agreement, it will not consume, or
14 permit the consumption of, at the Facility, any pipeline-transported natural gas which was not transported on the distribution and
15 transmission facilities of the Company. In addition, the Customer further agrees that, for the term of this Agreement, it will not
16 displace any portion of the natural gas consumed at the Facility by using yellow grease, oil and/or any other form of energy.

17 ARTICLE X
18 FACILITIES

19 All facilities required to provide service under this Rate Schedule shall be designed, constructed, installed, operated,
20 and owned by Company.

21 ARTICLE XI
22 NOMINATIONS AND NOTICE

23 1. Customer's third party supplier (TPS), as defined in the Tariffs, shall make all nominations for service on
24 Company's system hereunder via the Company's internet website, in accordance with the Company's applicable Rate Schedule.
25 Customer's TPS shall submit any new nomination for service a minimum of ten working days prior to the commencement of the
26 transportation service, and shall submit a request for a change to an existing nomination a minimum of three working days prior
27 to the date the change is to become effective.

28 2. In the event of a change of TPS, Customer shall provide the Company a third party supplier designation form
29 (Appendix A) identifying the designated TPS ten days prior to commencement of transportation service.

1 3. Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

2 Carlos Zerpa

3 Key Accounts Territory Manager

4 City Gas Company of Florida

5 955 East 25th Street

6 Hialeah, FL 33013-3498

7 Phone / Fax: (305) 835-3620 / (305)691-7335

8 Or

9 Isabel Losada

10 City Gas / Transportation Services

11 1085 Morris Avenue

12 Union, NJ 07083

13 Phone / Fax: (908) 289-5000 EXT: 5744 / (908) 527-1033

14 All payments shall be directed to:

15 City Gas Company of Florida

16 P. O. Box 6060

17 Elizabeth, NJ 07207-6060

18 4 All customer invoices and notices shall be directed to:

19 Tallowmasters, LLC

20 9401 N.W. 106th St., #102

21 Medley, FL 33178

22 Attn: Mr. Charles Largay, Jr., President

23 Phone: (305)887-7536

24 Fax: (305)884-1719

1 ARTICLE XII
2 FORCE MAJEURE

3 Neither Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or
4 circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades,
5 insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers
6 and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply,
7 temporary failure of film transportation arrangements, the binding order of any court or governmental authority which has been
8 resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein
9 enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such
10 party is unable to prevent or overcome.

11 Such cause or contingencies affecting the performance by Company, Third Party Supplier, or Customer, however, shall
12 not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the
13 situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies
14 affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas
15 theretofore delivered.

16 ARTICLE XIII
17 MISCELLANEOUS

18 1. The captions in this Agreement are for the convenience of the Parties in identification of the provisions hereof and
19 shall not constitute a part of the Agreement, nor be considered interpretive thereof.

20 2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the
21 Parties; provided, however, neither Party may make an assignment hereunder without having first obtained the prior written
22 consent of the other Party. Such consent shall not be unreasonably withheld. If Party does not provide such consent within sixty
23 (60) days after receipt of the other Party's notification of assignment, failure to reply shall be deemed as consent. Any
24 notification of assignment or consent to assignment shall be made by registered mail.

25 3. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Florida.

26 4. This Agreement shall be subject to all of the rules and regulations of any duly constituted federal or state regulatory
27 authorities having jurisdiction hereof. Company and Customer shall comply at all times with applicable federal, state, municipal,
28 and other laws, ordinances and regulations.

29 5. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and
30 may only be modified in a writing duly executed by authorized representatives of the parties.

1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

2
3

CUSTOMER:
TALLOWMASTERS, LLC

Walter E. Haughy
Witness

By: Charles E. Largay, Jr.
Name: CHARLES E. LARGAY, JR.
Title: PRESIDENT

COMPANY:

NUI Utilities, Inc.
d/b/a/ CITY GAS COMPANY OF FLORIDA
A Division of NUI Corporation

By: _____

APPENDIX A

THIRD PARTY SUPPLIER DESIGNATION FORM

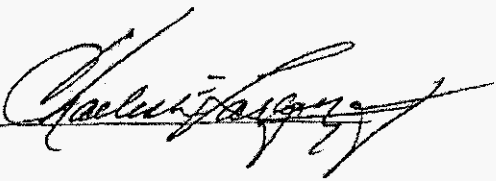
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4 _____ hereby designates _____
5 as its Third Party Supplier under its Transportation Service Agreement for the period commencing _____
6 _____ and continuing until further written notice is received by Company. Customer hereby advises Company that
7 the designated third party supplier is familiar with the terms and conditions for transportation service concerning balancing of
8 receipts and deliveries, and applicable imbalance penalties and fees set forth in City Gas Company's Natural Gas Tariff and will
9 comply with such terms and conditions.

10

Marketer

Customer

By: _____

By: 

On Behalf Of: _____

On Behalf of: _____

Company NUI Utilities, Inc.
d/b/a City Gas Company of Florida

By: _____

Date: _____

1 City Gas Company of Florida
2 FPSC Natural Gas Tariff
3 Volume No. 7

Original Sheet No. 41

4 GENERAL SERVICE - 250k (GS -250k)

5 APPLICABILITY

6 Service is available to Customers using between 250,000 and 1,249,999 therms per year
7 as determined by the Company.

8 CHARACTER OF SERVICE

9 A firm delivery service of natural gas, or its equivalent, delivered by the Company or
10 Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal
11 Units per cubic foot.

12 * MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
14 Customer Charge	\$300.00	\$300.00
15 Demand Charge, per DCQ	\$0.289	\$0.289
16 Distribution Charge, per therm	\$0.17191	\$0.17191
17 Commodity Charge	Per Rider "A"	Per TPS Agreement

18 *The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of
19 this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by
20 the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for
21 commodity according to any agreement between the Customer and the TPS. Only
22 Non-Residential Customers are eligible to receive gas supply from a TPS.

23 DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

24 The DCQ's to be used in setting the Customer's Billing DCQ will be determined by the
25 Customer's maximum daily requirements in terms of therm units per day based on readings
26 taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ's
27 used in setting the Billing DCQ shall be those from the Customer's daily metered therm
28 consumption recorded for a period of up to three (3) years ending each March 31st. The results
29 shall be grouped into the seasonal periods of April to October and November to March for
30 purposes of deriving the Billing DCQ. If historical consumption information of at least twelve
31 (12) months is not available, then the Billing DCQ level shall be based upon the rating and
32 expected usage of the Customer's gas equipment as determined by the Company.

33 The Billing DCQ will be determined annually by the Company based on the DCQ history, as
34 determined above, for each of the respective seasonal periods. The Customer's Billing DCQ
35 shall be adjusted to reflect the maximum DCQ recorded for the respective seasonal periods.
36 Adjustments will be made in the preceding months of April and November except the Company
37 shall not increase such a Customer's Billing DCQ unless the Customer has had at least three
38 (3) occurrences of DCQ's in excess of their current Billing DCQ within the respective seasonal
39 periods.

Issued by: Victor A. Fortkiewicz
President

Effective: February 23, 2004

4 GENERAL SERVICE - 250k (GS -250k)
5 (Continued)

6 DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)

7 At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to
8 demonstrate an ongoing change in its maximum daily therm requirements then the Company
9 may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing
10 DCQ shall be established for all Customers with active service at the effective date of this tariff
11 based on the highest daily actual therm consumption recorded at Customer's premises over the
12 thirty-six month historic period ending September 30, 2002.

13 MINIMUM BILL

14 The minimum monthly bill shall be the Customer Charge and Demand Charge. In
15 addition, a minimum annual charge shall be assessed by applying the Distribution Charge
16 hereunder to the difference between the annual minimum qualifying therms specified in this
17 Rate Schedule and the annual usage of the Customer.

18 TERMS OF PAYMENT

19 Bills are due upon receipt by the Customer and become delinquent if unpaid after
20 expiration of twenty days from date of mailing or other delivery thereof by the Company.

21 TERM OF CONTRACT

22 The initial term of which shall be no less than one (1) year and year to year thereafter
23 until terminated by ninety (90) days written notice by either party.

24 SPECIAL CONDITIONS OF SERVICE

25 1. Application of this rate is subject to the general Rules and Regulations of the
26 Company as they may be in effect from time to time and as filed with the regulatory authorities.

27 2. Each year the Company shall re-determine each Customer's eligibility based on
28 their annual usage. If reclassification to another schedule is appropriate such reclassification shall
29 be prospective only and shall not be retroactive.

30 3. Automatic Meter Reading (AMR) equipment is required for all Customers served
31 under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions
32 related to AMR's.

33 SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
34 THIRD PARTY SUPPLIERS (TPS)

35 1. See the Rules and Regulations for Transportation - Special Conditions for terms
36 related to Customers taking Gas Supply from a TPS.

1	2				Bill Under	Bill Under		
3	Month	Tallowmaster Consumption	Consumption		Current Rates	Proposed Rates		
4		CCFS	BTU	Therms	\$			
5			Factor					
6	Aug 2004							
7	July 2004							
8	June 2004							
9	May 2004							
10	April 2004							
11	March 2004							
12	Feb 2004							
13	Jan 2004							
14	Dec 2003							
15	Nov 2003							
16	Oct 2003							
17	Sep 2003							
18	Totals							
19								
20			summer dcq				therms	
21			winter dcq				therms	
22			Current Rates				Proposed Rates	
23			Customer Charge				Customer Charge	\$300.00
24			Transport Charge				Transport Charge	
25							Demand Charge	\$0.2890
26	Yellow Grease							