

**ORIGINAL  
FILE COPY**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of City Gas )  
Company of Florida. )

DOCKET NO. 910220-G4  
Submitted for Filing 2/25/91

**CITY GAS COMPANY OF FLORIDA'S  
MOTION TO EXPEDITE**

City Gas Company of Florida ("City Gas" or "the Company") files this its Motion to Expedite consideration of the Company's petition for application of City Gas' Commission approved tariff for customers formerly served by Miller Gas Company. In support thereof, the Company says:

1. City Gas is simultaneously filing herewith a notice, pursuant to Fla. Admin. Code Rule 25-9.044, regarding a change of ownership or control of the assets of Miller Gas Company ("Miller Gas") and a petition of City Gas Company of Florida for application of the Company's Commission approved tariff for customers formerly served by Miller Gas.

2. As is explained in the Company's petition, customer confusion and dissatisfaction can be avoided if City Gas is promptly authorized to apply its Commission-approved tariff in providing service to customers formerly served by Miller Gas. Approval of the company's petition will permit City Gas to bill all of its customers under uniform rates and charges rather than having customers in the same neighborhoods being billed different rates and charges by the same gas company.

3. The similarity of the rates recently approved for City Gas in Docket No. 891175-GU and those of Miller Gas as of the

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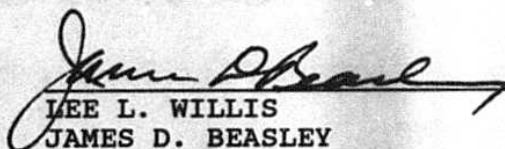
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date its assets were acquired by City Gas suggests that this should be a noncontroversial matter which can be properly handled on an expedited basis.

WHEREFORE, City Gas Company of Florida respectfully requests that the Commission expedite its consideration of the petition filed by City Gas in this docket.

DATED this 25<sup>th</sup> day of February, 1991.

Respectfully submitted,



LEE L. WILLIS  
JAMES D. BEASLEY  
Ausley, McMullen, McGehee,  
Carothers and Proctor  
Post Office Box 391  
Tallahassee, Florida 32302  
(904) 224-9115

Attorneys for City Gas Company  
of Florida



CITY GAS COMPANY OF FLORIDA

NATURAL GAS TARIFF

AS FILED WITH THE  
FLORIDA PUBLIC SERVICE COMMISSION

Original VOLUME NO. 3  
Cancels Original Volume 2

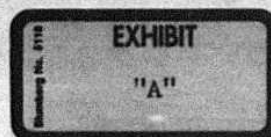


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CITY GAS COMPANY OF FLORIDA  
NATURAL GAS TARIFF  
ORIGINAL VOLUME NO. 3  
AS FILED WITH THE  
FLORIDA PUBLIC SERVICE COMMISSION

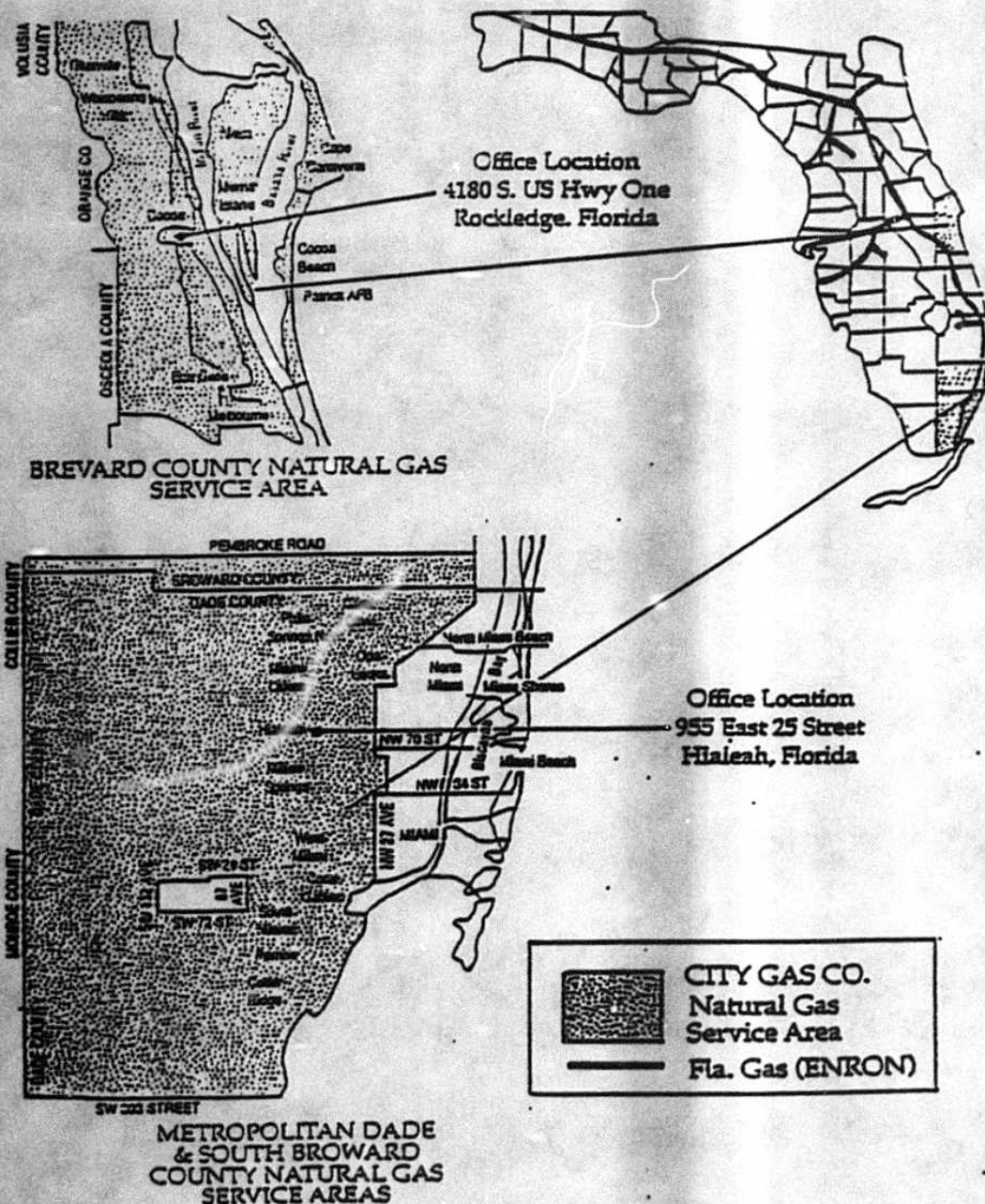
Territory Served

Dade, Broward, and Brevard Counties, Florida;  
other than those areas presently served by other  
natural gas companies.

(See map on following page)

MAPS OF TERRITORY SERVED

City Gas Company of Florida  
 AN N.U.L. COMPANY





LIST OF COMMUNITIES SERVED

Municipalities

Unincorporated  
Communities

Dade County:

- \* Coral Gables
- \* Hialeah
- \* Hialeah Gardens
- \* Medley
- \* Miami (West of 27th Avenue)
- \* Miami Springs
- \* North Miami (Breezeswept only)
- \* North Miami Beach (Skylake only)
- \* Opa Locka
- \* South Miami
- \* Virginia Gardens
- \* West Miami

Carol City  
Cutler Ridge  
Howard  
Miami Lakes  
Norland  
Palm Springs  
Pennsuko  
Perrine  
Westchester

Broward County:

- \* Miramar
- Pembroke Park

Lake Forest  
West Hollywood

Brevard County:

- \* Cape Canaveral
- \* Cocoa
- \* Cocoa Beach
- Indialantic
- \* Indian Harbour Beach
- \* Melbourne
- Melbourne Beach
- Melbourne Village
- Mims
- \* Palm Bay
- Palm Shores
- \* Rockledge
- \* Satellite Beach
- \* Titusville
- \* West Melbourne

Merritt Island  
Whispering Hills

\*Franchise held by City Gas Company

TECHNICAL TERMS AND ABBREVIATIONS

Therm

A unit of heating energy equivalent to one hundred thousand (100,000) British thermal units.

British Thermal Unit (BTU)

The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit at or near 39.2 degrees Fahrenheit.

Purchased Gas Adjustment (PGA)

An amount representing purchased gas costs and related taxes and adjustments. This amount is added to base rates in order to "flow through" changes in product cost subsequent to the setting of rates by formal rate proceedings.

Commission

Unless otherwise indicated means the Florida Public Service Commission.

Company

or City Gas Company means City Gas Company of Florida, a Division of Elizabethtown Gas Company, a subsidiary of NUI Corporation.



RULES AND REGULATIONS

1. General

The word "Company" as used in the following refers to City Gas Company of Florida. These Rules and Regulations of the Company shall supplement the Rules and Regulations of the Florida Public Service Commission governing service by gas public utilities. Where contradiction is developed as between interpretation of the Company's Rules and Regulations and the Commission's Rules and Regulations, the latter shall be deemed to override the former.

The Company shall furnish service to applicants under the filed rates and in accordance with these Rules and Regulations. All bills are subject to such taxes as are in force and applicable thereto from time to time.

2. Deposits to Guarantee Payment of Bills

The Company requires an initial deposit of two times the estimated monthly bill plus an amount for the connect and disconnect charge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills.

Interest will be paid by the Company of customer deposits at the rate periodically determined by Commission Rules. The amount of such interest due any customer shall be credited to the customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period.

When service is terminated, any balance of the amount deposited and interest accrued will be returned to the customer; or the deposit may be returned at any time previous thereto at the option of the Company. Residential deposits will be returned after the customer has had continuous service for a period of 23 months and has not in the preceding 12 months made more than one late payment of a bill; paid with a check refused by a bank; been disconnected for nonpayment, tampered with the gas meter, or used service in a fraudulent or unauthorized manner. In each case where a refund is made the amount of the deposit and interest will be applied against any amount owed by the customer and the balance refunded. At the option of the customer, the deposit will be refunded in full after payment of the final bill.

All Commission Rules and Regulations pertaining to customer deposits (25-7.83) are incorporated herein by reference and those Commission Rules govern in the event of conflict with Company Rules herein.

3. Metering

The customer shall provide a suitable location satisfactory to the Company for its metering equipment.

(Continued on Sheet No. 7)

RULES AND REGULATIONS  
(Continued from Sheet No. 6)

This location shall be convenient and accessible at all times to the Company's meter readers and other agents. This location shall conform with all local, State and Federal requirements and with the rules of the National Board of Fire Underwriters.

The representatives of the Company shall be given access to the premises of the customer at all reasonable times for obtaining meter readings, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of the Company installed on the premises; and particularly for emergency purposes.

The customer shall be liable to the Company for damage to or loss of meters, connections, or other Company property on his premises due to negligence or carelessness on the part of the customer, members of his household, his agents, or employees. The Company may refuse gas service or suspend it, on refusal of legitimate access to the property or until any such damage or loss shall have been settled to its satisfaction.

The gas supplied to any customer, under any of the Company's rate schedules, shall not be remetered or submetered for sale either directly or indirectly.

The gas supplied to any customer shall be measured at the pressure existing at the meter. Gas supplied at other than the standard delivery pressure of the Company will be corrected to effect meter readings at the standard delivery pressure.

Rule 25-7.071 of the Florida Public Service Commission is included herein:

Rule 25-7.071 Measuring Customer Service

- (1) All gas sold to customers shall be measured by commercially acceptable measuring devices owned and maintained by the utility, 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 the utility's filed tariff.

(Continued on Sheet No. 8)



RULES AND REGULATIONS  
(Continued from Sheet No. 7)

Rule 25-7.071 continued:

- (2)(a) Individual gas metering by the utility shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, 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:
- (2)(a) 1. 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 the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. 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;
3. 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 certificated 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 recreation vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.
4. In such multiple occupancy units which would require the provision of individual gas service above the second story, unless specifically requested.
- (b) For purposes of this Rule:
1. "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.
2. "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 consideration, receives 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.

(Continued on Sheet No. 9)

RULES AND REGULATIONS  
(Continued from Sheet No. 8)

3. 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.
4. 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 subsection (2)(a).
- (3)(a) Where individual metering is not required under Subsection (2)(a)3 and master metering is used in lieu thereof, sub-metering may be used by the customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by the utility. The term "cost" as used herein represents only those charges specifically authorized by the gas utility's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by the gas utility plus applicable taxes and fees to the 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.
- (b) Each utility shall develop a standard policy governing the provisions of sub-metering as described herein. Such policy shall be filed by each utility as part of its tariffs. This policy shall have uniform application and shall be nondiscriminatory. (End of Rule 25-7.071)

4. Piping and Appliances

The piping, fixtures, and appliances for which the customer is responsible shall be maintained in conformity with all local, State and Federal requirements and with the rules of the National Board of Fire Underwriters. The nature and condition of this equipment shall be such as not to endanger life or property, interfere with the service to other customers or permit the passage of gas without meter registration and it shall not be used for any illegal purpose. In violation of these conditions the Company may refuse service or discontinue service without notice until such violations are remedied by the customer.

5. Gas Leaks

The customer shall give immediate notice to the Company of leakage of gas. No deduction of account of leakage shall be required to be made from customer's bills unless such leakage occurs as the result of fault or neglect of agents of the Company. In case of leakage or fire, the stop-cock at the meter should be closed without delay and no light or flame used in the vicinity of the leak.

(Continued on Sheet No. 10)



RULES AND REGULATIONS  
(Continued from Sheet No. 9)

6. Connect Charge

A charge of \$13.00 for residential service or \$30.00 for nonresidential service will be made on the customer's next bill when gas service is initiated, resumed, connected or turned-on, including connection after a customer has been disconnected for nonpayment of bills.

7. Disconnect Charge

A charge of \$13.00 for residential service or \$30.00 for nonresidential service will be made on the customer's next bill when gas service is disconnected for nonpayment of bills. In the event and to the extent facilities have to be altered or removed in order to discontinue service because of customer's failure to pay, the customer will have to pay for restoration of facilities at the Company's cost, in addition to the

8. Other Charges

The following charges relating to customer accounts will apply:

Change of account number	\$10.00
Bill collection in lieu of disconnection	\$10.00
Returned check charge	\$15.00 or 5%
whichever is greater	

9. Temporary Discontinuance of Supply

The Company may temporarily shut off the supply of gas to the customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency.

10. Extension of Facilities

Free Extensions of Mains and Services: The maximum capital investment to be made by the Company for main and service facilities without cost to the customer shall be defined as the maximum allowable construction cost. The maximum allowable construction cost shall equal four times the estimated annual gas revenues to be derived from the facilities excluding the cost of gas.

Extensions of Mains and Services Above Free Limit: When the cost of the extension required to provide service is greater than the free limit specified above, the Company may require a non-interest bearing advance in aid of construction of the cost in excess of such free limit provided that:

(Continued on Sheet No. 11)

RULES AND REGULATIONS  
(Continued from Sheet No. 10)

- (a) At the end of the first year the Company shall refund to the person paying the advance in aid of construction or his assigns an amount equal to the excess, if any, of the maximum allowable construction cost calculated using actual gas revenues, less the actual cost of gas, over the maximum allowable construction cost used to determine the amount of the advance in aid of construction.
- (b) For each additional customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to the person paying the advance in aid of construction or his assigns an amount by which the maximum allowable construction cost for the new customer exceeds the cost of connecting the customer, provided that an additional main extension shall have not been necessary to serve the additional customer.
- (c) The aggregate refund to any customer made through the provisions of (a) and (b) above shall at no time exceed the original advance in aid of construction of such customer.
- (d) The extension shall at all times be the property of the Company and any unrefunded portion of the advance in aid of construction at the end of five (5) years shall be credited to the plant account of the Company.

The Company shall not be required to make line extensions as described in this rule unless those to be served by such extensions shall contract to use this service for at least two years.

The Company will own, control and maintain all service pipes, regulators, vents, meters, meter connections, valves and other appurtenances from the main to the outlet side of the meter.

These provisions shall not require the Company to extend its mains across private property or in streets that are not at established grade; nor prohibit the Company from making extensions of mains of greater length than required herein.



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**RATE SCHEDULE RS**  
**Residential Service**

**Availability**

Entire service area.

**Applicability**

Applies to all gas delivered for domestic purposes, to any customer for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations as residential service.

**Character of Service**

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

**Monthly Rate**

Customer charge: \$6.00

Energy charge: \$.35244 per therm

The minimum monthly bill shall be the customer charge.

**Terms of Payment**

Bills are net and become delinquent if unpaid after expiration of twenty days from date of mailing.

**Adjustments**

See billing adjustments sheets No. 26 and 27.

**Special Terms and Conditions of Service**

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

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.



**RATE SCHEDULE GL**  
**Gas Lighting Service**

**Availability**

See "Limitations of Service" below.

**Applicability**

Firm Natural gas service for continuous street or outdoor lighting devices installed upstream of the customer's meter.

**Limitations of Service**

This rate schedule is closed and is restricted to customers who were served prior to March 17, 1975.

**Monthly Rate**

Energy charge:                      \$ 5.11 per lamp  
    (\$ .28382 per therm X 18 therms)

**Adjustments**

See billing adjustments sheets No. 26 and 27.

For the purpose of applying billing adjustments based on therms for unmetered gas consumption under this rate schedule, a basis of eighteen therms per lamp per month will be used.

**RATE SCHEDULE CS**  
**Commercial and Industrial Firm Service**

**Availability**

Entire service area.

**Applicability**

Service under this schedule is available to commercial and industrial consumers, schools and public institutions.

**Character of Service**

Natural gas or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

**Monthly Rate**

Customer charge: \$12.00

Energy charge: \$.17770 per therm

The minimum monthly bill shall be the customer charge.

**Terms of Payment**

Bills are net and become delinquent if unpaid after expiration of twenty days from date of mailing.

**Adjustments**

See billing adjustments sheets No. 26 and 27.

**Special Terms and Conditions of Service**

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

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises nor under conditions by which gas is transmitted outside the premises under contract.



**RATE SCHEDULE IP**  
**Interruptible - Preferred Gas Service**

**Availability**

Entire service area.

**Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Monthly Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the consumer's facilities is necessary, consumer shall continuously provide and maintain in operating condition during the contract period stand-by facilities and the fuel required for the operation thereof, of sufficient capacity to make possible the necessary interruption of the natural gas supply.

**Character of Service**

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

**Monthly Rate**

Customer charge:	\$36.00
Energy charge:	\$.11752 per therm

(Continued on Sheet No. 18)

**RATE SCHEDULE IP**  
**Interruptible - Preferred Gas Service**  
**(Continued from Sheet No. 17)**

**Minimum Monthly Bill and Make-Up Gas Provision**

The minimum monthly bill shall be the customer charge plus one-twelfth of the contracted annual minimum therms (but not less than 21,000 therms per month, based on 250,000 therms per year) at the applicable rates and adjustments hereunder, until such time as the annual minimum therms have been billed. At that time, the Customer will be entitled to receive from the Company without charge, a quantity of Make-Up Gas equal to the quantity previously paid for but not taken. For this purpose, the annual measurement period will begin on the first of each October. For periods of service less than a year, and for any days where service is curtailed by the Company the contracted annual minimum therms will be reduced by 1/250th for each business day when gas service is not available.

**Terms of Payment**

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

**Adjustments**

See billing adjustments sheets No. 26 and 27.

**Overrun Penalty**

If customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas valve at the customer's premises) available to Company or another customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

**Term of Service**

Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.

**Special Terms and Conditions of Service**

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

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.



**RATE SCHEDULE CI**  
**Contract Interruptible - Preferred Gas Service**

**Availability**

Entire service area.

**Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Monthly Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the consumer's facilities is necessary, consumer shall continuously provide and maintain in operating condition during the contract period stand-by facilities and the fuel required for the operation thereof, of sufficient capacity to make possible the necessary interruption of the natural gas supply.

**Character of Service**

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

**Monthly Rate**

Customer charge:	\$36.00
Energy charge:	\$.11752 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

**Alternate Fuel Discount**

The monthly energy charge of \$.11752 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule

(Continued on Sheet No. 20)

RATE SCHEDULE CI  
Contract Interruptible - Preferred Gas Service  
(Continued from Sheet No. 19)

Alternative Fuel Discount (Continued)

can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire energy charge, meaning that the energy charge can be reduced to, but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost including transportation and taxes, converted to the nearest \$.00000 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the non-gas energy charge of \$.09480 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1, as shown on Tariff Sheet No. 15.3. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each month thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1 each month to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

Minimum Monthly Bill and Make-Up Gas Provision

The minimum monthly bill shall be the customer charge plus one-twelfth of the contracted annual minimum therms (but not less than 21,000 therms per month, based on 250,000 therms per year) at the applicable rates and adjustments hereunder, until such time as the annual minimum therms have been billed. At that time, the Customer will be entitled to receive from the Company without charge, a quantity of Make-Up Gas equal to the quantity previously paid for but not taken. For this purpose, the annual measurement period will begin on the first of each October. For periods of service less than a year, and for any days where service is curtailed by the Company, the contracted annual minimum therms will be reduced by 1/250th for each business day when gas service is not available.

Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

(Continued on Sheet No. 21)



**RATE SCHEDULE CI**  
**Contract Interruptible - Preferred Gas Service**  
**(Continued from Sheet No. 20)**

**Adjustments**

See billing adjustments sheets No. 26 and 27.

**Overrun Penalty**

If customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas valve at the customer's premises) available to Company or another customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

**Term of Service**

Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.

**Special Terms and Conditions of Service**

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

Under no conditions will service be rendered under any agreement whereby the gas is resold, either within or without the customer's premises, or under any conditions by which gas is transmitted outside the premises under contract.

(Continued on Sheet No. 22)

**RATE SCHEDULE CI**  
**Contract Interruptible - Preferred Gas Service**  
**(Continued from Sheet No. 21)**

**Affidavit of Alternate Fuel Price**

To: CITY GAS COMPANY OF FLORIDA  
955 East 25 Street  
Hialeah, Florida 33013

Attention:

We, \_\_\_\_\_ have received a firm offer from \_\_\_\_\_  
for our purchase of up to \_\_\_\_\_ gallons/barrels \_\_\_\_\_ for  
use by us at our facility located at \_\_\_\_\_ Florida, delivery to  
commence on \_\_\_\_\_, at a price of \$ \_\_\_\_\_ per gallon/barrel.  
Copy of the offer, which will expire \_\_\_\_\_, is attached hereto.

Taxes payable by us should we purchase the referenced fuel pursuant to the  
attached offer, would be \$ \_\_\_\_\_ per gallon/barrel.

Transportation costs for delivery of the fuel to our facility at  
\_\_\_\_\_ from \_\_\_\_\_ would be \$ \_\_\_\_\_ per  
gallon/barrel.

I hereby certify on behalf of \_\_\_\_\_ that the foregoing  
information is true, complete and correct, and that (Co.) \_\_\_\_\_  
has the facilities to utilize the fuel specified above in the amount specified above at  
its \_\_\_\_\_ facility. I hereby further certify that we will notify  
CITY GAS COMPANY OF FLORIDA (City Gas) on the first day of each month hereafter of the  
price at which we are able to purchase the alternated fuel referred to above, and will  
further notify City Gas at any time there is a change in the information contained herein.

I hereby certify that (Co.) \_\_\_\_\_ will cease taking gas from  
City Gas, on \_\_\_\_\_ unless such gas is priced at less than \$ \_\_\_\_\_ per  
therm as provided in City Gas' Rate Schedule CI, including all applicable billing  
adjustments.

\_\_\_\_\_  
(Customer Name)

\_\_\_\_\_  
(Signature of Corporate Officer)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

See Acceptance on reverse side

Form No. AFD-1 (3/86) (Continued on Sheet No. 23)

Issued By: Jack Langer  
President

Effective: January 21, 1991



**RATE SCHEDULE CI**  
**Contract Interruptible - Preferred Gas Service**  
(Continued from Sheet No. 22)

**ACCEPTANCE**

Based upon the foregoing information, and in accordance with Rate Schedule CI, the non-gas energy charge for gas taken by \_\_\_\_\_ on and after \_\_\_\_\_ shall be reduced by \$ \_\_\_\_\_ to \$ \_\_\_\_\_ per therm, computed as follows:

**Alternate fuel:**

- |                         |       |
|-------------------------|-------|
| 1. Alternate fuel price | _____ |
| 2. per _____ (unit)     | _____ |
| 3. Transportation       | _____ |
| 4. Taxes                | _____ |
| 5. Total laid-in cost   | _____ |
| 6. Conversion factor    | _____ |
| 7. = equivalent cost    | _____ |
| per therm               | _____ |

**Alternate fuel discount:**

- |                               |           |
|-------------------------------|-----------|
| <b>Natural gas rate:</b>      |           |
| 8. Energy charge              | \$ .11752 |
| 9. Purchased gas adjustment   | _____     |
| 10. Other billing adjustments | _____     |
| 11. Taxable amount            | \$ _____  |
| 12. Taxes and fees _____ %    | _____     |
| 13. Total rate per therm      | \$ _____  |
| 14. Less equivalent cost      | _____     |
| of alternate fuel             | _____     |
| (from line 7)                 | _____     |
| 15. Difference                | _____     |
| 16. Line 15 divided by (1 +   | _____     |
| tax rate in line 12)          | \$ _____  |
| 17. Maximum discount          | \$ .11752 |
| 18. Alternate fuel            | _____     |
| discount per therm            | _____     |
| (lesser of line 16 or 17)     | _____     |
| 19. Adjusted energy charge    | _____     |
| (line 8 less line 18)         | =====     |

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

19 \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Issued by: Jack Langer  
President

Effective: January 21, 1991

**RATE SCHEDULE II**  
**Interruptible Large Volume Gas Service**

**Availability**

Entire service area.

**Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder primarily for the purpose of electric power generation or cogeneration. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Monthly Bill below).

**Character of Service**

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

**Monthly Rate**

Customer charge:	\$150.00
Energy charge:	\$.09451 per therm

(Continued on Sheet No. 25)

Issued by: Jack Langer  
President

Effective: January 21, 1991



**RATE SCHEDULE IL**  
**Interruptible Large Volume Gas Service**  
(Continued from Sheet No. 24)

**Minimum Monthly Bill and Make-Up Gas Provision**

The minimum monthly bill shall be the customer charge plus one-twelfth of the contracted annual minimum therms (but not less than 104,000 therms per month, based on 1,250,000 therms per year) at the applicable rates and adjustments hereunder, until such time as the annual minimum therms have been billed. At that time, the Customer will be entitled to receive from the Company without charge, a quantity of Make-Up Gas equal to the quantity previously paid for but not taken. For this purpose, the annual measurement period will begin on the first of each October. For periods of service less than a year, and for any days where service is curtailed by the Company the contracted annual minimum therms will be reduced by 1/250th for each business day when gas service is not available.

**Terms of Payment**

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

**Adjustments**

See billing adjustments sheets No. 26 and 27.

**Term of Service**

Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.

**Special Terms and Conditions of Service**

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

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

BILLING ADJUSTMENTS

1. Cost of Gas Factor

(a) The above rates per therm for gas supplied in any billing period shall be adjusted by the Company's weighted average cost of gas (WACOG) purchased by the Company during the billing period, and other adjustments as specified and approved by the Florida Public Service Commission. Such adjustments shall be multiplied by 1.00376 for revenue taxes, 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.

(b) The factor for gas supplied in a billing period during which there has been an increase or decrease in the (WACOG) purchased by the Company shall be prorated under the following formula, giving effect to the average cost of gas during the billing period.

$$\frac{A}{B} \times C + \frac{D}{B} \times E = \text{Prorated Cost of Gas Factor, where:}$$

A = number of days in billing period prior to effective date of increase or decrease in Company's cost of gas,

B = total number of days in billing period,

C = WACOG per therm immediately prior to effective date of increase or decrease in Company's cost of gas during billing period,

D = number of days in billing period on and after effective date of increase or decrease in Company's cost of gas, and

E = WACOG per therm after increase or decrease occurring during billing period.

The factor determined as set forth above shall be rounded to the nearest \$.00001 per therm, and applied to the total number of therms consumed by the customer during the billing period.

(c) Any overrecovery or underrecovery of purchased gas costs by the Company as a result of adjustments made pursuant to paragraphs (a) and (b) above shall be "trued-up" (refunded to customer or collected by Company), with interest, during the corresponding six-month period during the succeeding year, in accordance with the methodology adopted by the Commission on August 26, 1981, in Order No. 10237, Docket No. 800645-GU, or as such methodology may be amended from time to time by further order of the Commission.

(Continued on Sheet No. 27)



BILLING ADJUSTMENTS  
(Continued from Sheet No. 26)

2. Taxes and Other Adjustments Applicable to All Rate Schedules

There will be added to all bills rendered all applicable local utility and franchise taxes, State sales taxes and gross receipts tax presently assessed by governmental authority; as well as any future changes or new assessments by any governmental authority subsequent to the effective date of any rate schedule. All such assessments as described above shall be shown on customer bills.

3. Energy Conservation Cost Recovery Adjustment Applicable to All Rate Schedules

The energy charges of the following rate schedules shall be increased or decreased to the nearest \$.00001 multiplied by the tax factor of 1.00376 for each therm of sales to reflect the recovery of 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 review, approval, recovery, and recording of such costs and revenues is set forth in Commission Rule 25-17.

The cost recovery factors including tax multiplier for the period from January 21, 1991 through March, 1991 are:

Residential	RS	\$.03216	per therm
Gas Lights	GL	\$.03216	per therm
Commercial	CS	\$.01232	per therm
Compressed Natural Gas	CNG	\$.00916	per therm

**RATE SCHEDULE WHR**  
**Gas Water Heater Rental Service**

**Availability**

This service is available to natural gas customers of the Company served under established natural gas rate schedules, and who qualify for and have signed an agreement with the Company for the rental of natural gas water heaters owned and maintained by the Company.

**Rate**

Monthly:	\$2.25	
Annual:	\$27.00	(Optional)

The monthly rental charge plus any applicable taxes begins with the date of installation and continues monthly until date of removal of water heater. There will be no prorating of the monthly charge.

**Terms of Payment**

The rental charge plus any applicable taxes shall be billed and payable monthly in accordance with the Company's regular billing schedule for gas service, with the first charge billed at the next billing for gas service after the installation has been completed.

Customer shall have the option of requesting annual billings in advance, in lieu of monthly billings. The first annual billing may be prorated to any date the customer requests, not to exceed one year.

**Special Terms and Conditions of Service**

Service under this schedule is subject to the Rules and Regulations contained in the Company's tariff.

Automatic water heaters up to 40-gallon capacity are to be rented to any gas customer where the Company has determined that the customer's system can be satisfactorily connected to natural gas. Customer must pay for gas piping in excess of 10 feet, for hot and cold water piping in excess of 3 feet, and for venting costs. The customer is also to pay for any inspection or permit fees assessed by municipal authorities.

The lease agreement may be cancelled by either the customer (lessee) or the Company (lessor) without additional charge within thirty (30) days of written notice.



**RATE SCHEDULE CDR**  
**Gas Clothes Dryer Rental Service**

**Availability**

This service is available to natural gas customers of the Company served under established natural gas rate schedules, and who qualify for and have signed an agreement with the Company for the rental of natural gas clothes dryers owned and maintained by the Company. In addition, in order to qualify for a leased dryer, the Customer must have a natural gas water heater in service at the same location as the dryer.

**Rate**

Monthly:	\$3.50
Annual:	\$42.00 (Optional)

The monthly rental charge plus any applicable taxes begins with the date of installation and continues monthly until date of removal of dryer. There shall be no prorating of the monthly charge.

**Terms of Payment**

The rental charge plus any applicable taxes shall be billed and payable monthly in accordance with the Company's regular billing schedule for gas service, with the first charge billed at the next billing for gas service after the installation has been completed.

Customer shall have the option of requesting annual billings in advance, in lieu of monthly billings. The first annual billing may be prorated to any date the customer requests, not to exceed one year.

**Special Terms and Conditions of Service**

Service under this schedule is subject to the Rules and Regulations contained in the Company's tariff.

Clothes dryers are to be rented to gas customers only and shall be limited to standard domestic type clothes dryers, and where the Company has determined that the equipment can be satisfactorily vented and connected to natural gas. Customer must pay for gas piping in excess of 10 feet and for venting, and must provide a suitable electrical receptacle within five feet of the dryer location. The customer is also to pay for any inspection or permit fees assessed by municipal authorities.

The lease agreement may be cancelled by either the customer (lessee) or the Company (lessor) without additional charge within thirty (30) days of written notice.

**RATE SCHEDULE GRR**  
**Gas Range Rental Service**

**Availability**

This service is available to natural gas customers of the Company served under established natural gas rate schedules, and who qualify for and have signed an agreement with the Company for the rental of natural gas ranges owned and maintained by the Company. In addition, in order to qualify for a leased range, the Customer must have a natural gas water heater in service at the same location as the range.

**Rate**

Monthly:	\$5.00
Annual:	\$60.00 (Optional)

The monthly rental charge plus applicable taxes begins with the date of installation and continues monthly until date of removal of range. There shall be no prorating of the monthly charge.

**Terms of Payment**

The rental charge plus any applicable taxes shall be billed and payable monthly in accordance with the Company's regular billing schedule for gas service, with the first charge billed at the next billing for gas service after the installation has been completed.

Customer shall have the option of requesting annual billings in advance, in lieu of monthly billings. The first annual billing may be prorated to any date the customer requests, not to exceed one year.

**Special Terms and Conditions of Service**

Service under this schedule is subject to the Rules and Regulations contained in the Company's tariff.

Ranges are to be rented to gas customers only and shall be limited to standard domestic type ranges, and where the Company has determined that the equipment can be satisfactorily vented and connected to natural gas. Customer must pay for gas piping in excess of 10 feet and for venting, and must provide a suitable electrical receptacle within five feet of the range location. The customer is also to pay for any inspection or permit fees assessed by municipal authorities.

The lease agreement may be cancelled by either the customer (lessee) or the Company (lessor) without additional charge within thirty (30) days of written notice.



COMMERCIAL TRANSPORTATION SERVICE  
Rate Schedule CTS

Availability:

Throughout the service area of the Company.

Applicability:

Transportation service for any customer who would otherwise qualify for the Company's commercial rate schedule if gas were purchased from the Company rather than being transported.

Monthly Rate:

Customer Charge: \$12.00 per month.

Transportation Charge: \$.17770 per therm.

Company's Cost of Gas Factor set forth in Sheet No. 26 shall not apply to transportation service rendered under this schedule.

Minimum Bill: The Customer Charge.

Special Conditions:

1. A Transportation Service Agreement accepted by the Company is a condition precedent for service under this schedule.
2. Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.
3. With respect to gas received by Company from customer for transportation, Customer bears sole responsibility for all costs incurred up to the designated point of receipt on Company's system.
4. Service under this schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
5. Interruption and Curtailment. Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule:

COMMERCIAL TRANSPORTATION SERVICE (Continued)

- (A) if, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
- (B) in the event Company is notified by its pipeline supplier to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or
- (C) when necessary to maintain the operational reliability of Company's system.
- (D) During periods of pipeline supply shortages.
  - 1) In the event of a natural gas supply shortage, the transportation customer shall agree to make its natural gas supply available to the Company for Company's use during the period of natural gas supply shortage. Following the period of such natural gas supply shortage, the Company shall replace Customer's gas in kind with a like amount of gas which shall be redelivered to the customer as follows:
    - a) as the first gas through the customer's meter(s) immediately following the period of natural gas supply shortage until all volumes have been redelivered, or,
    - b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its pipeline Supplier.



COMMERCIAL TRANSPORTATION SERVICE (Continued)

6. Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under this rate schedule. Such percentage shall be 0.5 percent (0.5%), provided that the Company shall have the right to adjust from time to time such percentage to reflect the actual operating experience of Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

7. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Quantities nominated and scheduled shall be reflected in either MMBtu or therms.

Unless otherwise agreed to by Company, Customer shall nominate in writing to Company's Gas Transportation Department by 11:00 a.m. eastern time at least five (5) working days in advance of commencement of service or any change to a prior nomination, the following information:

- (A) The contract number under which service is being nominated;
- (B) The quantity of gas to be tendered at each receipt point;
- (C) The quantity of gas to be delivered at each delivery point;
- (D) The estimated term of the nomination

The total receipt nominations must equal the total delivery nominations, with the exception of quantities nominated to correct an imbalance and any quantities retained by Company as transportation shrinkage.

If Customer fails to comply with provisions (a) through (d) above Company shall not schedule the commencement of service or change to a prior nomination.

Company shall notify Customer of the quantities of gas scheduled for receipt from a delivery point to or for the account of Customer.

COMMERCIAL TRANSPORTATION SERVICE (Continued)

Deliveries shall, to the extent possible, be made at the scheduled delivery points, and shall approximate as nearly as possible deliveries to Company by or for its account, less any quantities retained by Company for unaccounted for gas.

Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company to or for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.

Unless otherwise agreed to by Company, all nominations for service on the first calendar day of any month must be submitted to Transporter in writing by 11:00 a.m. eastern time five (5) working days prior to the first day of the month.

Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.

Company shall not carry forward nominations from month to month. Each month Customer shall furnish a separate written monthly nomination for each transportation contract.

Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.

In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.

Upon request by Company, Customer shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

8. PENALTIES

Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.



COMMERCIAL TRANSPORTATION SERVICE (Continued)

Customers shall deliver, or cause to be delivered, to Company at the point(s) or receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been scheduled for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ("Actual Receipts") varies from the sum of quantities scheduled during such billing month for transportation at the points of receipt ("Scheduled Receipts") by more than four percent (4%) of the Scheduled Receipts, then the penalty shall equal the maximum transportation charge under this Rate Schedule times the variance in excess of four percent (4%) of the Scheduled Receipts.

9. BALANCING RECEIPTS AND DELIVERIES

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalance between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

- (A) For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries exceed Actual Monthly Receipts), then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be billed by the Company to the Customer at the otherwise applicable sales rate schedule of the Company's currently effective tariff.
- (B) For imbalances which result in overtenders, (i.e., Actual Monthly Receipts exceed Actual Monthly Deliveries), then the excess of Receipts

minus deliveries shall be deemed as purchases of natural gas by the Company from the Customer, and the Company, at its sole option, may purchase such excess receipts at the lesser of the following:

COMMERCIAL TRANSPORTATION SERVICE (Continued)

1. the price at which it was acquired by the customer, including third party transportation charges incurred by the customer,
2. ninety (90) percent of the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or
3. ninety (90) percent of the Company's lowest pipeline supplier base commodity cost of purchased gas as filed with the Federal Energy Regulatory Commission applicable to the billing month in which the Customer overtendered gas to the Company.

The price at which the customer acquired the gas will be determined from the customer's contract with the supplier. The customer will be required to furnish a copy of this contract or other suitable evidence of price to the Company upon request.

10. STANDBY SALES SERVICE

To the extent that customers elect to utilize transportation service available under this rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.

The charge for any customer requesting Standby Sales Service shall be determined at the time of the customer's request for transportation and shall be calculated on a per therm basis, shall be billed monthly and shall be based on one-twelfth of an annual charge which shall be equal to the sum of: the average demand component of the Company's supply sources; any fixed charges; any take-or-pay funding requirements; or any other charge associated with the level of Standby Sales Service requested (the per therm rate).

The Monthly Standby Charge applicable in any given billing month shall equal the product of the per therm rate as developed immediately above times the number of therms of peak day demand times the number of days in the billing month.



COMMERCIAL TRANSPORTATION SERVICE (Continued)

The Monthly Standby Charge is subject to revision based on changes in pipeline supplier tariffs.

Standby Sales Service to customer will be billed at the otherwise applicable tariff rates. Such sales under full service tariff rates will receive a credit for the Standby Service Charge per therm.

In order for a customer to discontinue standby service, notice must be provided to the Company at least twelve months prior to the expiration date of the Service Agreement.

11. FACILITIES

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under this Rate Schedule. If in Company's reasonable judgement it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify customer of the additional cost required, and such facilities shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

Prior to the initial receipt of service hereunder, Shipper shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities, other than electronic measurement and data communications equipment for existing meters, which are constructed, acquired, or expanded by Company to receive or deliver Shipper's gas.

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

Company's execution of a Transportation Service Agreement under this Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

COMMERCIAL TRANSPORTATION SERVICE (Continued)

12. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. Company shall not be liable for curtailment or interruption of service under this schedule or loss of gas of the Customer as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order. Gas delivered to Company by Customer for transportation hereunder shall be and remain the property of the Customer. Company reserves the right to commingle gas delivered to it for the account of Customer with Company's other gas supplies.
13. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 27.
14. The rates set forth in this schedule shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment set forth on Sheet No. 27.
15. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.



INTERRUPTIBLE TRANSPORTATION SERVICE  
Rate Schedule ITS

Availability:

Throughout the service area of the Company.

Applicability:

Transportation service for any customer who would otherwise qualify for the Company's interruptible rate schedule if gas were purchased from the Company rather than being transported.

The Customer must have available and ready for use a suitable alternate fuel or energy source so that Customer may continue operations during curtailment and interruption.

Gas transported under this schedule shall be utilized solely for interruptible uses of gas. The Company makes no guarantee against and assumes no liability for interruptions of service.

Monthly Rate:

Customer Charge: \$36.00 per month.

Transportation Charge: \$.11752 per therm.

Company's Cost of Gas Factor set forth in Sheet No. 26 shall not apply to transportation service rendered under this schedule.

Minimum Bill: The Customer Charge.

Special Conditions:

1. A Transportation Service Agreement accepted by the Company is a condition precedent for service under this schedule.
2. Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.
3. With respect to gas received by Company from customer for transportation, Customer bears sole responsibility for all costs incurred up to the designated point of receipt on Company's system.

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

4. Service under this schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
5. Interruption and Curtailment. Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule:
  - (A) if, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
  - (B) in the event Company is notified by its pipeline supplier to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or
  - (C) when necessary to maintain the operational reliability of Company's system.
  - (D) During periods of pipeline supply shortages.
    - 1) In the event of a natural gas supply shortage, the transportation customer shall agree to make its natural gas supply available to the Company for Company's use during the period of natural gas supply shortage. Following the period of such natural gas supply shortage, the Company shall replace Customer's gas in kind with a like amount of gas which shall be redelivered to the customer as follows:
      - a) as the first gas through the customer's meter(s) immediately following the period of natural gas supply shortage until all volumes have been redelivered, or,
      - b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.



INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its pipeline Supplier.

6. Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under this rate schedule. Such percentage shall be 0.5 percent (0.5%), provided that the Company shall have the right to adjust from time to time such percentage to reflect the actual operating experience of Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

7. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Quantities nominated and scheduled shall be reflected in either MMBtu or therms.

Unless otherwise agreed to by Company, Customer shall nominate in writing to Company's Gas Transportation Department by 11:00 a.m. eastern time at least five (5) working days in advance of commencement of service or any change to a prior nomination, the following information:

- (A) The contract number under which service is being nominated;
- (B) The quantity of gas to be tendered at each receipt point;
- (C) The quantity of gas to be delivered at each delivery point;
- (D) The estimated term of the nomination

The total receipt nominations must equal the total delivery nominations, with the exception of quantities nominated to correct an imbalance and any quantities retained by Company as transportation shrinkage.

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

If Customer fails to comply with provisions (a) through (d) above Company shall not schedule the commencement of service or change to a prior nomination.

Company shall notify Customer of the quantities of gas scheduled for receipt from a delivery point to or for the account of Customer.

Deliveries shall, to the extent possible, be made at the scheduled delivery points, and shall approximate as nearly as possible deliveries to Company by or for its account, less any quantities retained by Company for unaccounted for gas.

Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company to or for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.

Unless otherwise agreed to by Company, all nominations for service on the first calendar day of any month must be submitted to Transporter in writing by 11:00 a.m. eastern time five (5) working days prior to the first day of the month.

Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.

Company shall not carry forward nominations from month to month. Each month Customer shall furnish a separate written monthly nomination for each transportation contract.

Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.

In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.

Upon request by Company, Customer shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.



INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

8. PENALTIES

Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.

Customers shall deliver, or cause to be delivered, to Company at the point(s) or receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been scheduled for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ("Actual Receipts") varies from the sum of quantities scheduled during such billing month for transportation at the points of receipt ("Scheduled Receipts") by more than four percent (4%) of the Scheduled Receipts, then the penalty shall equal the maximum transportation charge under this Rate Schedule times the variance in excess of four percent (4%) of the Scheduled Receipts.

9. BALANCING RECEIPTS AND DELIVERIES

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalance between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

- (A) For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries exceed Actual Monthly Receipts), then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be billed by the Company to the Customer at the otherwise applicable sales rate schedule of the Company's currently effective tariff.

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

- (B) For imbalances which result in overtenders, (i.e., Actual Monthly Receipts exceed Actual Monthly Deliveries), then the excess of Receipts

minus deliveries shall be deemed as purchases of natural gas by the Company from the Customer, and the Company, at its sole option, may purchase such excess receipts at the lesser of the following:

1. the price at which it was acquired by the customer, including third party transportation charges incurred by the customer,
2. ninety (90) percent of the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or
3. ninety (90) percent of the Company's lowest pipeline supplier base commodity cost of purchased gas as filed with the Federal Energy Regulatory Commission applicable to the billing month in which the Customer overtendered gas to the Company.

The price at which the customer acquired the gas will be determined from the customer's contract with the supplier. The customer will be required to furnish a copy of this contract or other suitable evidence of price to the Company upon request.

10. STANDBY SALES SERVICE

To the extent that customers elect to utilize transportation service available under this rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.

The charge for any customer requesting Standby Sales Service shall be determined at the time of the customer's request for transportation and shall be calculated on a per therm basis, shall be billed monthly and shall be based on one-twelfth of an annual charge which shall be equal to the sum of: the average demand component of the Company's supply sources; any fixed charges; any take-or-pay funding requirements; or



INTERRUPTIBLE TRANSPORTATION SERVICE (Continued).

any other charge associated with the level of Standby Sales Service requested (the per therm rate).

The Monthly Standby Charge applicable in any given billing month shall equal the product of the per therm rate as developed immediately above times the number of therms of peak day demand times the number of days in the billing month.

The Monthly Standby Charge is subject to revision based on changes in pipeline supplier tariffs.

Standby Sales Service to customer will be billed at the otherwise applicable tariff rates. Such sales under full service tariff rates will receive a credit for the Standby Service Charge per therm.

In order for a customer to discontinue standby service, notice must be provided to the Company at least twelve months prior to the expiration date of the Service Agreement.

11. FACILITIES

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under this Rate Schedule. If in Company's reasonable judgement it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify customer of the additional cost required, and such facilities shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

Prior to the initial receipt of service hereunder, Shipper shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities, other than electronic measurement and data communications equipment for existing meters, which are constructed, acquired, or expanded by Company to receive or deliver Shipper's gas.

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

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

Company's execution of a Transportation Service Agreement under this Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

12. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. Company shall not be liable for curtailment or interruption of service under this schedule or loss of gas of the Customer as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order. Gas delivered to Company by Customer for transportation hereunder shall be and remain the property of the Customer. Company reserves the right to commingle gas delivered to it for the account of Customer with Company's other gas supplies.
13. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 27.
14. The rates set forth in this schedule shall not be subject to the operation of the Energy Conservation Cost Recovery Adjustment set forth on Sheet No. 27.
15. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.



INTERRUPTIBLE LARGE VOLUME TRANSPORTATION SERVICE  
Rate Schedule ILT

Availability:

Throughout the service area of the Company.

Applicability:

Transportation service for any customer who would otherwise qualify for the Company's interruptible large volume rate schedule if gas were purchased from the Company rather than being transported.

The Customer must have available and ready for use a suitable alternate fuel or energy source so that Customer may continue operations during curtailment and interruption.

Gas transported under this schedule shall be utilized solely for interruptible uses of gas. The Company makes no guarantee against and assumes no liability for interruptions of service.

Monthly Rate:

Customer Charge: \$150.00 per month.

Transportation Charge: \$.09451 per therm.

Company's Cost of Gas Factor set forth in Sheet. No. 26 shall not apply to transportation service rendered under this schedule.

Minimum Bill: The Customer Charge.

Special Conditions:

1. A Transportation Service Agreement accepted by the Company is a condition precedent for service under this schedule.
2. Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.
3. With respect to gas received by Company from customer for transportation, Customer bears sole responsibility for all costs incurred up to the designated point of receipt on Company's system.
4. Service under this schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.

INTERRUPTIBLE LARGE VOLUME (Continued)

5. Interruption and Curtailment. Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule:
- (A) if, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
  - (B) in the event Company is notified by its pipeline supplier to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or
  - (C) when necessary to maintain the operational reliability of Company's system.
  - (D) During periods of pipeline supply shortages.
    - 1) In the event of a natural gas supply shortage, the transportation customer shall agree to make its natural gas supply available to the Company for Company's use during the period of natural gas supply shortage. Following the period of such natural gas supply shortage, the Company shall replace Customer's gas in kind with a like amount of gas which shall be redelivered to the customer as follows:
      - a) as the first gas through the customer's meter(s) immediately following the period of natural gas supply shortage until all volumes have been redelivered, or,
      - b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.



INTERRUPTIBLE LARGE VOLUME (Continued)

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its pipeline Supplier.

6. Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under this rate schedule. Such percentage shall be 0.5 percent (0.5%), provided that the Company shall have the right to adjust from time to time such percentage to reflect the actual operating experience of Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

7. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Quantities nominated and scheduled shall be reflected in either MMBtu or therms.

Unless otherwise agreed to by Company, Customer shall nominate in writing to Company's Gas Transportation Department by 11:00 a.m. eastern time at least five (5) working days in advance of commencement of service or any change to a prior nomination, the following information:

- (A) The contract number under which service is being nominated;
- (B) The quantity of gas to be tendered at each receipt point;
- (C) The quantity of gas to be delivered at each delivery point;
- (D) The estimated term of the nomination

The total receipt nominations must equal the total delivery nominations, with the exception of quantities nominated to correct an imbalance and any quantities retained by Company as transportation shrinkage.

INTERRUPTIBLE LARGE VOLUME (Continued)

If Customer fails to comply with provisions (a) through (d) above Company shall not schedule the commencement of service or change to a prior nomination.

Company shall notify Customer of the quantities of gas scheduled for receipt from a delivery point to or for the account of Customer.

Deliveries shall, to the extent possible, be made at the scheduled delivery points, and shall approximate as nearly as possible deliveries to Company by or for its account, less any quantities retained by Company for unaccounted for gas.

Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company to or for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.

Unless otherwise agreed to by Company, all nominations for service on the first calendar day of any month must be submitted to Transporter in writing by 11:00 a.m. eastern time five (5) working days prior to the first day of the month.

Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.

Company shall not carry forward nominations from month to month. Each month Customer shall furnish a separate written monthly nomination for each transportation contract.

Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.

In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.

Upon request by Company, Customer shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.



INTERRUPTIBLE LARGE VOLUME (Continued)

8. PENALTIES

Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.

Customers shall deliver, or cause to be delivered, to Company at the point(s) or receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been scheduled for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ("Actual Receipts") varies from the sum of quantities scheduled during such billing month for transportation at the points of receipt ("Scheduled Receipts") by more than four percent (4%) of the Scheduled Receipts, then the penalty shall equal the maximum transportation charge under this Rate Schedule times the variance in excess of four percent (4%) of the Scheduled Receipts.

9. BALANCING RECEIPTS AND DELIVERIES

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalance between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

- (A) For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries exceed Actual Monthly Receipts), then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be

INTERRUPTIBLE LARGE VOLUME (Continued)

billed by the Company to the Customer at the otherwise applicable sales rate schedule of the Company's currently effective tariff.

- (B) For imbalances which result in overtenders, (i.e., Actual Monthly Receipts exceed Actual Monthly Deliveries), then the excess of Receipts

minus deliveries shall be deemed as purchases of natural gas by the Company from the Customer, and the Company, at its sole option, may purchase such excess receipts at the lesser of the following:

1. the price at which it was acquired by the customer, including third party transportation charges incurred by the customer,
2. ninety (90) percent of the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or
3. ninety (90) percent of the Company's lowest pipeline supplier base commodity cost of purchased gas as filed with the Federal Energy Regulatory Commission applicable to the billing month in which the Customer overtendered gas to the Company.

The price at which the customer acquired the gas will be determined from the customer's contract with the supplier. The customer will be required to furnish a copy of this contract or other suitable evidence of price to the Company upon request.

10. STANDBY SALES SERVICE

To the extent that customers elect to utilize transportation service available under this rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.



INTERRUPTIBLE LARGE VOLUME (Continued)

The charge for any customer requesting Standby Sales Service shall be determined at the time of the customer's request for transportation and shall be calculated on a per therm basis, shall be billed monthly and shall be based on one-twelfth of an annual charge which shall be equal to the sum of: the average demand component of the Company's supply sources; any fixed charges; any take-or-pay funding requirements; or any other charge associated with the level of Standby Sales Service requested (the per therm rate).

The Monthly Standby Charge applicable in any given billing month shall equal the product of the per therm rate as developed immediately above times the number of therms of peak day demand times the number of days in the billing month.

The Monthly Standby Charge is subject to revision based on changes in pipeline supplier tariffs.

Standby Sales Service to customer will be billed at the otherwise applicable tariff rates. Such sales under full service tariff rates will receive a credit for the Standby Service Charge per therm.

In order for a customer to discontinue standby service, notice must be provided to the Company at least twelve months prior to the expiration date of the Service Agreement.

11. FACILITIES

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volume and communication of deliveries, in order to perform service requested under this Rate Schedule. If in Company's reasonable judgement it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify customer of the additional cost required, and such facilities shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

INTERRUPTIBLE LARGE VOLUME (Continued)

Prior to the initial receipt of service hereunder, Shipper shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities, other than electronic measurement and data communications equipment for existing meters, which are constructed, acquired, or expanded by Company to receive or deliver Shipper's gas.

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

Company's execution of a Transportation Service Agreement under this Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

12. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. Company shall not be liable for curtailment or interruption of service under this schedule or loss of gas of the Customer as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order. Gas delivered to Company by Customer for transportation hereunder shall be and remain the property of the Customer. Company reserves the right to commingle gas delivered to it for the account of Customer with Company's other gas supplies.
13. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 27.
14. The rates set forth in this schedule shall not be subject to the operation of the Energy Conservation Cost Recovery Adjustment set forth on Sheet No. 27.
15. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.



MILLER GAS COMPANY

FIRST REVISED SHEET NO. 1.1  
CANCELS ORIGINAL SHEET NO. 1.1

NATURAL GAS TARIFF

MILLER GAS COMPANY

FOR GAS SERVICE IN THE TERRITORY SERVED BY  
THE COMPANY IN DADE COUNTY, FLORIDA

FILED WITH THE  
FLORIDA PUBLIC  
SERVICE COMMISSION

COMMUNICATIONS CONCERNING THIS TARIFF SHOULD  
BE ADDRESSED TO:

MILLER GAS COMPANY  
9301 S.W. 56 STREET  
MIAMI, FLORIDA 33165

ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MARCH 16, 1984

ISSUED ON: MARCH 10, 1984

DOCUMENT NUMBER-DATE

01749 MAR -9 1984

FPSC COMMISSION CLERK



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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984



**TERRITORY SERVED**

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The Company serves certain portions of the unincorporated areas of Dade County, Florida. The area serviced, and to be serviced in the future is in the general area bounded by S. W. 87th Avenue (Galloway Road) on the east; S. W. 8th Street (Tamiami Trail) on the north; S. W. 72nd Street (Sunset Drive) on the south; and Krome Avenue on the west, but does not include all areas within said described overall area, some of which do not use gas and others of which are served by other companies.

The subdivisions served within said described area are known as:

SOUTHERN ESTATES, and Additions  
CORAL GARDENS  
CORAL GLADE HEIGHTS  
MILLER HEIGHTS  
DARLINGTON MANOR  
WESTWOOD ESTATES, and Additions

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**ISSUED BY:** MILLER GAS COMPANY  
By: Leonard Miller, President

**ISSUED ON:** September 30, 1965  
**EFFECTIVE ON:** OCT 22 1965

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COMPANY STRUCTURE AND HISTORY

Miller Gas Company is a corporation organized and existing under the laws of the State of Florida, incorporated on July 9, 1957, with an authorized capital of \$10,000.00; 2,000 shares of \$5.00 par value, of which 625 have been issued to Leonard Miller, President of the corporation and 375 have been issued to Arnold P. Rosen, Secretary-Treasurer of the corporation.

The Officers are:

Leonard Miller, President  
Richard M. Fleisher, Vice President-Finance  
William H. Stern, Vice President-Sales  
Arnold P. Rosen, Secretary-Treasurer

The Directors are:

Leonard Miller  
Susan Miller  
Arnold P. Rosen  
Muriel Rosen

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984



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**TECHNICAL TERMS AND ABBREVIATIONS**

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The following definitions are given for the purpose of establishing standard interpretations of those terms as used in the Company's General Rules and Regulations for Gas Service.

**COMPANY** -- The Miller Gas Company, a corporation organized and existing under the laws of the State of Florida.

**COMMISSION** -- Florida Public Service Commission

**CUSTOMER** -- Any person, firm, partnership, company, corporation, municipality, cooperative, organization, governmental agency, or any other party to whom the Company renders Gas Service.

**CUSTOMER'S INSTALLATION** -- All pipe and fittings, regulators, cocks, valves, vents, circulating pipes, connections, appliances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing gas for any purpose located on the Customer's side of Point of Delivery.

**POINT OF DELIVERY** -- The point where the Company's pipes or apparatus is connected with those of the Customer, usually at the fitting on the outlet side of the meter.

**GAS SERVICE** -- The supplying and furnishing of gas by the Company to a Customer pursuant to an Application of which there has been acceptance by the Company or pursuant to a Service Agreement.

**APPLICATION** -- A form prepared by the Company by which, when the information and other requisites required thereby are furnished by a prospective Customer and when signed by such prospective Customer, Gas Service may be requested from Company.

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**ISSUED BY:** MILLER GAS COMPANY  
By Leonard Miller, President

**ISSUED ON:** September 30, 1965  
**EFFECTIVE ON:** OCT 22 1965

TECHNICAL TERMS AND ABBREVIATIONS  
(CONTINUED)

**INTENDED SERVICE AGREEMENT** -- A written offer signed by a prospective Customer or its authorized agency, which contains the terms and conditions upon which Gas Service is desired.

**SERVICE AGREEMENT** -- An Intended Service Agreement which has been accepted by the Company by the signing thereof by authorized officers or employees of the Company.

**GAS SERVICE FACILITIES** -- The pipe between a Main and the Point of Delivery, together with the meter and all other appurtenances necessary thereto to render Gas Service.

**MAIN** -- A pipe installed in a community to convey gas to individual Gas Service Lines or other Mains.

**METER READING DATE** -- The day upon which an authorized employee of the Company reads the meter of a Customer.

**MONTH** -- An interval between successive regular meter reading dates, which interval shall be approximately 30 days.

**BRITISH THERMAL UNIT** -- The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

**THERM** -- A unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

**GAS** -- Any gas or mixture of gases suitable for domestic or industrial fuel and transmitted or distributed to the user through a piping system, except Liquefied Petroleum Gas as defined herein.

ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



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**TECHNICAL TERMS AND ABBREVIATIONS**  
**(CONTINUED)**

**LIQUEFIED PETROLEUM GAS** -- Any material which is composed predominately of any of the following hydrocarbons, or mixtures of the same: Propane, propylene, butanes (normal butane or isobutane), and butylenes.

**METER** -- Any device or instrument used by the Company in measuring a quantity of gas.

Other technical terms and expressions used in these rules and not herein defined are to be given the meaning usually accepted in the industry.

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**ISSUED BY:** MILLER GAS COMPANY  
By: Leonard Miller, President

**ISSUED ON:** September 30, 1965  
**EFFECTIVE ON:** OCT 22 1965

INDEX TO GENERAL RULES AND  
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ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



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**ISSUED BY: MILLER GAS COMPANY**  
**By: Leonard Miller, President**

**ISSUED ON: September 30, 1965**  
**EFFECTIVE ON: OCT 22 1965**

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GENERAL RULES AND REGULATIONS

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1. INITIATION OF SERVICE

A. REQUEST FOR GAS SERVICE -- Gas Service may be requested by a prospective Customer or his duly authorized representative by either of the two following methods, except that all Gas Service under Residential Rate shall be rendered only pursuant to a Service Agreement:

- (1) By the submission to the Company of a completed Application;
- (2) By the submission to the Company of an Intended Service Agreement.

The Company may, at its discretion, require that Gas Service requested by any prospective Customer under any Rate Schedule be rendered pursuant to a Service Agreement.

B. ACCEPTANCE OF APPLICATION OR OF INTENDED SERVICE AGREEMENT -- Acceptance of an Application by the Company shall be deemed to be made only when Gas Service to Customer is begun as a result of the submission of the Application.

Acceptance of the Intended Service Agreement by the Company shall be deemed to be made only when the Intended Service Agreement has been signed by the Company by its authorized officers or employees.

C. OBLIGATION OF CUSTOMER AND COMPANY -- Upon commencement of Gas Service by the Company pursuant to an application therefor, the terms and conditions of the Application, of these General Rules and Regulations, and of the applicable Rate Schedule shall be binding upon Customer and Company.

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ISSUED BY: MILLER GAS COMPANY,  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



The terms and conditions of a Service Agreement, of these General Rules and Regulations, and of the applicable Rate Schedule shall be binding upon the Customer and the Company.

D. WITHHOLDING OF GAS SERVICE -- The Company may withhold Gas Service requested under an Application or Intended Service Agreement submitted by any member or agent of a family, household, organization or business unless all prior indebtedness to the Company of such family, household, organization or business has been settled in full.

E. LIMITATION OF USE -- Gas Service rendered by the Company shall be used by the Customer only for the purpose specified in the Application or Service Agreement. Gas Service to a Customer shall be rendered directly to Customer through Company's meter and shall be for the Customer's own use and may not be resold by Customer to Lessees, tenants, or others, either by re-metering or otherwise, unless authorized by the Commission.

In case of any unauthorized re-metering, sales or disposition of Gas by a Customer, Gas Service to such Customer shall be subject to discontinuance until such unauthorized re-metering, sale or disposition is discontinued and full payment is made of any bills rendered to Customer by the Company, calculated on proper classifications and Rate Schedules, for gas so sold or disposed of by Customer, and reimbursement in full made to the Company for any extra expenses incurred for clerical work, testing and inspections in connection therewith.

## 2. CUSTOMER'S INSTALLATION

A. TYPE AND MAINTENANCE -- The Customer's installation shall be constructed and maintained in accordance with standard practice as determined by the American Gas Association and American Standard Association Gas Safety Code, with rules and regulations of the Company, and in

ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965

full compliance with all governmental regulations applicable to same. The Customer shall not utilize any apparatus or device which is not properly constructed, controlled, or protected, or which may adversely affect Gas Service; and the Company reserves the right to discontinue or withhold Gas Service to any Customer on account of any defective piece of Customer's Installation.

B. CHANGE OF CUSTOMER'S INSTALLATION -- No changes in Customer's Installation which will affect the operation of any portion of the distribution system or production plants of the Company shall be made without written consent of the Company. The Customer will be liable for any damage to the Company resulting from a violation of this rule.

C. INSPECTION OF CUSTOMER'S INSTALLATION -- If municipal or other governmental inspection is required, the Company shall not be required to render Gas Service until such inspection has been received by the Company. The Company will inspect Customer's Installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever on account of having made such inspection.

D. PROTECTION OF COMPANY'S PROPERTY -- The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law to have access to the Company's piping, meters or apparatus.

ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



E. ACCESS TO PREMISES -- The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting or removing the Company's property, reading meters and such other purposes as are incident to rendering or terminating of Gas Service to the Customer. In such performance the Company and its agents shall not be liable for trespass.

F. RIGHT OF WAY -- The customer shall grant or cause to be granted to the Company without cost to the Company all rights, easements, permits and privileges which in the Company's opinion are necessary for the rendering of Gas Service. The Customer will furnish without charge to Company an acceptable location for the meter.

### 3. DEPOSITS

A. DEPOSITS REQUIRED -- The Company may require an initial cash deposit of twenty five dollars (\$25.00) from the applicant or an amount necessary to cover estimated maximum billing for two (2) consecutive billing periods, whichever is greater, said billing to be based on the applicable gas consuming equipment of the applicant that is installed or is intended to be installed. The Company may require an applicant for service to satisfactorily establish credit or provide a satisfactory guarantor, to post a new deposit where previously waived or returned, or to post an additional deposit in order to secure payment of current bills. The Company shall pay a minimum rate interest on such deposits of eight per cent (8%) per annum on customer deposits with a minimum rate interest of nine per cent (9%) per annum for nonresidential customers when the utility elects not to refund such deposit. Interest will be credited on an annual basis to the customers current bill, or credited to the customers final bill in the event of termination of service, as long as the customer relationship and the deposit has been in existence for a continuous period of six (6) months. Deposit requirements and interest paid on such deposits will be in accordance with applicable rules of the Commission.

B. REFUND OF DEPOSITS -- The Company will refund the deposit and accrued interest upon the termination of service by credit against the final amount, and the balance, if any, shall be returned promptly to the customer no later than fifteen (15) days after service is discontinued. The Company shall refund deposits after the customer has established a satisfactory payment record, and has had continuous service for a period of twenty three (23) months. The Company may, however, elect not to refund the deposit of nonresidential customers at its option. Refunding of deposits will be in accordance with applicable rules of the Commission.

ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE ON: FEB 23 1989

ISSUED ON: November 1, 1988

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#### 4. BILLING

A. BILLING PERIODS -- Bills for Gas Service will be rendered regularly on a monthly basis. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to the address at which Gas Service is rendered or to some other place mutually agreed upon.

Upon commencement of Gas Service less than fifteen (15) days prior to a regular monthly billing date and when the Gas Service continues thereafter to the same customer at the same address, the charge for such period may be included in the bill rendered for the next succeeding monthly billing period. If a request for a discontinuance of Gas Service is made prior to a regular meter reading date and Customer has not taken gas in excess of the minimum quantity, the full amount of the minimum monthly bill will be charged for such a period.

B. NON-RECEIPT OF BILLS -- Non-receipt of Bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.

C. CALCULATION OF BILL -- GAS DELIVERED UNDER MORE THAN ONE RATE SCHEDULE AND/OR AT MORE THAN ONE POINT OF DELIVERY -- Gas Service will be measured by a meter or meters at each point of delivery and the applicable rates, including minimum bills provisions, set forth in the applicable Rate Schedule shall be applied to the quantity of gas so measured to determine the amount of the bill.

Insofar as is practicable the Company shall establish a single billing at each point of delivery for each independent Customer and shall calculate the bill accordingly, except where physical conditions make it necessary to use two or more meters to register consumption for one class of service to a single Customer on the same premises, or where multiple meters are used for the convenience of the Company.

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ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



D. CHANGE OF OCCUPANCY -- When change of occupancy takes place on any premises to which the Company renders Gas Service, notice thereof shall be given by the Customer to the Company not less than three (3) days prior to the date of change. The Customer will be held responsible for all Gas Service furnished to such premises until such notice is received by the Company and the Company has had reasonable time to discontinue the Gas Service; however, the Company will automatically terminate Gas Service to the Customer upon receipt of an Application of a succeeding occupant, if such notice has not been received prior thereto.

E. DELINQUENT BILLS -- Bills are due when rendered, and if not paid in full at the Company office within twenty (20) days after bill is mailed or otherwise rendered, the bill becomes delinquent. Gas Service may be discontinued five (5) working days after separate written notice is given to the Customer and, once discontinued, such service may not be restored until all bills are paid in full. A "working day" is defined as any day that Company business office is open and U.S. Mail is delivered.

F. CONNECT CHARGE -- A \$8.00 charge will be made for connection or reconnection of the gas service including restoration of gas service to delinquent accounts.

G. RETURNED CHECK CHARGE -- A service charge of \$10.00 or 5% of the amount of the check, whichever is greater, 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.

#### 5. METERS

The Company will determine the location of, install and properly maintain at its own expense such meter or meters and metering equipment as may be necessary to measure the quantity of gas used by the Customer. Ownership of such equipment shall remain with the Company.

Only duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or off, or in anyway handle such meters.

Measuring customer service shall be in accordance with applicable Rule 25-7.071 of the Commission.

ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President

EFFECTIVE: JAN 1 1991

ISSUED ON: January 15, 1991

MILLER GAS COMPANY

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Connections to the Company's system shall be made only by Company's duly authorized agents. Unauthorized connections to, or tampering with, the Company's meter or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of Gas Service, prosecution under the laws of Florida, adjustment of prior bills for gas furnished, and reimbursement to the Company for all expenses incurred on this account.

A. METER ACCURACY AT INSTALLATION -- Meters when installed shall be no more than one percent (1%) fast or two percent (2%) slow, as determined by suitable tests using methods and equipment prescribed by the Commission.

B. METER TESTS -- The testing of all meters shall be in accordance with the applicable Rules and Regulations of the Commission.

C. ADJUSTMENT OF BILLS FOR METER ERROR -- Whenever a meter is found to have an average error of more than two percent (2%) fast, the Company shall refund to the customer the amount billed in error in accordance with the Rules and Regulations of the Commission. Whenever a meter is found to have an average error of more than two percent (2%) slow, non-registering or partially registering, the Company may bill the customer in accordance with the Rules and Regulations of the Commission.

6. MAIN EXTENSIONS AND INSTALLATION OF GAS SERVICE FACILITIES

The amount of free extension made of a Main and the amount of free installation of Gas Service facilities, or either of them, will be related to the investment that can prudently be made for the anticipated revenue to be received. No extension of a Main shall be required to be made by the Company under the standard policy of the Company set forth below unless the Main as then constructed has sufficient capacity, without enlargement thereof, to provide the Gas Service requested in addition to the Gas Service then being rendered to others by means of such Main.

The Company's standard policy in respect of Main extensions and installations of Gas Service facilities shall be as follows:

A. FREE EXTENSIONS -- The maximum capital investment to be made by the Company for Main and Service facilities without cost to the customer shall be defined as the maximum allowable construction cost. The maximum allowable construction cost shall equal four times the estimated annual gas revenue to be derived from the facilities less the cost of gas.

B. EXTENSIONS ABOVE FREE LIMIT -- When the cost of the extension required to provide service is greater than the free limit specified in (A.) above, the Company may require a non-interest bearing advance in aid of construction of the cost in excess of such free limit provided that:

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher, Vice Pres.-Finance

ISSUED ON: April 12, 1983  
EFFECTIVE ON: APR 22 1983



MILLER GAS COMPANY

1. At the end of the first year the Company shall refund to the person paying the advance in aid of construction or his assigns an amount equal to the excess, if any, of the maximum allowable construction cost calculated using actual gas revenues, less the actual cost of gas, over the maximum allowable construction cost used to determine the amount of the advance in aid of construction.
2. For each additional customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to the person paying the advance in aid of construction or his assigns an amount by which the maximum allowable construction cost for the new customer exceeds the cost of connecting the customer, provided that an additional Main extension shall have not been necessary to serve the additional customer.
3. The aggregate refund to any customer made through the provisions of (1.) and (2.) above shall at no time exceed the original advance in aid of construction of such customer.
4. The extension shall at all times be the property of the Company and any unrefunded portion of the advance in aid of construction at the end of five (5) years shall be credited to the plant account of the Company.
5. Nothing in this section (B.) shall be construed as prohibiting the Company from establishing extension policies more favorable to consumers as long as no discrimination is practiced between consumers.
6. The customer may be required to install or to pay in full or in part for the service line from the property line to the customer's piping in the event that Customer intends to use gas only for seasonal requirements including, but not limited to house heating and/or pool or spa heating purposes, or does not have one major year-round gas consuming appliance such as a gas water heater or equivalent.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher, Vice Pres.-Finance

ISSUED ON: April 12, 1983  
EFFECTIVE ON:

APR 22 1983

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**7. FORCE MAJEURE**

In the event of either party, Company or Customer, being rendered unable wholly or in part by force majeure to carry out its obligations under an Application, acceptance of which has been made, or under a Service Agreement, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such force majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of wells or lines to pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits or inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights of way grants, permits of licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

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ISSUED BY: MILLER GAS COMPANY  
By: Leonard Miller, President

ISSUED ON: September 30, 1965  
EFFECTIVE ON: OCT 22 1965



**8. APPLICABILITY**

These General Rules and Regulations apply to gas service rendered by the Miller Gas Company in that area which is West of Coral Gables and South Miami, Florida, in Dade County.

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**ISSUED BY: MILLER GAS COMPANY**

**By: Leonard Miller, President**

**ISSUED ON: September 30, 1965**

**EFFECTIVE ON: OCT 22 1965**

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RATE SCHEDULE RS  
RESIDENTIAL GAS SERVICE

AVAILABILITY

This rate schedule is applicable to the area serviced with natural gas by the Company in Dade County, Florida.

APPLICABILITY

Service under this Schedule shall apply to gas service for a single family private dwelling unit and its appurtenances and shall not be resold. Each dwelling unit in an apartment house shall be considered as a separate consumer if separately metered. Service under this Rate Schedule shall apply to commonly owned areas of condominium associations, cooperative apartments, and homeowner associations, in accordance with applicable rules of the Florida Public Service Commission.

MONTHLY RATE

Customer Charge:	\$6.00
Energy Charge: (Exclusive of Fuel Costs)	34.170¢ per therm
Minimum Bill:	\$6.00

SPECIAL TERMS AND CONDITIONS OF SERVICE

1. Service under this rate schedule shall be subject to the Provision For Billing Adjustments shown under the General Applicability Provisions of Sheets No. 6.20 and 6.21.

2. Application of this rate schedule is subject to the General Terms and Conditions of the Company as they may be in effect from time to time as on file with the regulatory authorities.

3. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: JUNE 30, 1988

ISSUED ON: JUNE 2, 1988



MILLER GAS COMPANY

THIRD REVISED SHEET NO. 6.2  
CANCELS SECOND REVISED SHEET NO. 6.2

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Reserved for future use

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984

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RATE SCHEDULE GSCOMMERCIAL AND INDUSTRIAL FIRM GAS SERVICEAVAILABILITY

This rate schedule is applicable to the area serviced with natural gas by the Company in Dade County, Florida.

APPLICABILITY

Service under this Schedule is available to commercial and industrial consumers, schools, and public institutions.

MONTHLY RATE

Customer Charge:	\$12.00
Energy Charge: (Exclusive of Fuel Costs)	19.960¢ per therm
Minimum Bill:	\$12.00

TERMS OF CONTRACT

One year, and thereafter until terminated by thirty days written notice.

SPECIAL TERMS AND CONDITIONS OF SERVICE

1. Service under this rate schedule shall be subject to the Provisions For Billing Adjustments shown under the General Applicability Provisions of Sheets No. 6.20 and 6.21.
2. Application of this rate schedule is subject to the General Terms and Conditions of the Company as they may be in effect from time to time as on file with the regulatory authorities.
3. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE:

MAR 16 1984

ISSUED ON: MARCH 10, 1984



MILLER GAS COMPANY

THIRD REVISED SHEET NO. 6.4  
CANCELS SECOND REVISED SHEET NO. 6.4

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Reserved for future use

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE

MAR 16 1984

ISSUED ON: MARCH 10, 1984

MILLER GAS COMPANY

THIRD REVISED SHEET NO. 6.5.  
CANCELS SECOND REVISED SHEET NO. 6.5

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Reserved for future use

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984



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RATE SCHEDULE IS  
INTERRUPTIBLE GAS SERVICE

AVAILABILITY

This schedule is applicable to the area served with natural gas by the Company in Dade County, Florida.

APPLICABILITY

Service under this schedule is available to any consumer who uses in excess of 1,500 therms a day and contracts for interruptible service.

In all cases where continuous operation of the consumer's facilities is necessary, consumer shall continuously provide and maintain in operating condition during the contract period standby facilities and the fuel required for the operation thereof, of sufficient capacity to make possible the interruption of the natural gas supply.

CHARACTER OF SERVICE

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the discretion of the Company, such curtailment or complete interruption of service is necessary in order to assure continuous service to Customers served on a firm basis and an equitable allocation of gas among all customers of the Company. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

MONTHLY RATE

Customer Charge: \$200.00  
Energy Charge: (Exclusive of Fuel Costs) 13.250¢ per therm

Minimum Monthly Bill: The amount payable in accordance with the rate schedule above for the number of therms equal to the minimum daily contract quantity, multiplied by the number of days in the monthly billing period. The minimum daily contract quantity shall not be less than 1,500 therms, except when there is an interruption of service, and at that time, the monthly quantity shall be prorated.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984

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TERM OF CONTRACT

Two years and thereafter until terminated by ninety days written notice by either party to the other.

OVERRUN PENALTY

If a customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, Customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving Customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas service valve at the Customer's premises,) available to Company or another Customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

SPECIAL TERMS AND CONDITIONS OF SERVICE

1. Service under this rate schedule shall be subject to the Provision For Billing Adjustments shown under the General Applicability Provisions of Sheets No. 6.20 and 6.21.

2. Application of this rate schedule is subject to the General Terms and Conditions of the Company as they may be in effect from time to time as on file with the regulatory authorities.

3. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984



RATE SCHEDULE IS-LV  
INTERRUPTIBLE GAS SERVICE - LARGE VOLUME

AVAILABILITY

This schedule is applicable to the area served with natural gas by the Company in Dade County, Florida.

APPLICABILITY

Service under this schedule is available to any consumer who uses in excess of 1,200,000 therms per year, 100,000 per month, and has connected gas consuming equipment using at least 2,000,000 therms per year, and who contracts with the Company for interruptible service.

In all cases where continuous operation of the consumer's facilities is necessary, consumer shall continuously provide and maintain in operating condition during the contract period, standby facilities and the fuel required for the operation thereof, of sufficient capacity to make possible the interruption of the natural gas supply.

CHARACTER OF SERVICE

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the discretion of the Company, such curtailment or complete interruption of service is necessary in order to assure continuous service to customers served on a firm basis and an equitable allocation of gas among all customers of the Company. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

MONTHLY RATE

Customer Charge:

\$20.00

Energy Charge: (Exclusive of Fuel Costs) 7.50¢ per therm

Minimum Monthly Bill: The amount payable in accordance with the monthly rate schedule above, based upon a minimum monthly contract quantity of 100,000 therms. The minimum monthly quantity to be billed shall not be less than 100,000 therms, except when there is an interruption of service, and at that time the minimum monthly contract quantity shall be prorated. The usages of separately metered gas consuming equipment of the consumer under this rate schedule shall be combined for purposes of computation of the minimum monthly bill.

ISSUED BY: MILLER GAS COMPANY  
By: Richard N. Fleisher  
Vice President-Finance

EFFECTIVE: NOV 18 1985

ISSUED ON: December 10, 1984

**TERM OF CONTRACT**

Two years and thereafter until terminated by ninety days written notice by either party to the other.

**OVERRUN PENALTY**

If a customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas service valve at the customer's premises) available to Company or another Customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

**SPECIAL TERMS AND CONDITIONS OF SERVICE**

1. Service under this rate schedule shall be subject to the Provision For Billing Adjustments shown under the General Applicability Provisions of Sheets No. 6.20 and 6.21.
2. Application of this rate schedule is subject to the General Terms and Conditions of the Company as they may be in effect from time to time as on file with the regulatory authorities.
3. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: NOV 18 1985

ISSUED ON: December 10, 1984



MILLER GAS COMPANY

SECOND REVISED SHEET NO. 6.10  
CANCELS FIRST REVISED SHEET NO. 6.10

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Reserved for future use

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

EFFECTIVE: MAR 16 1984

ISSUED ON: MARCH 10, 1984

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GENERAL APPLICABILITY PROVISIONSAVAILABILITY

Entire service area of company in Dade County, Florida.

APPLICABILITY

Applies to all classes of gas service reflected under all effective rate schedules.

A. CHARACTER OF SERVICE - Natural gas, or its equivalent, with heating value on the order of 1,000 British Thermal Units per cubic foot.

B. PAYMENT OF BILLS - Bills are net and become delinquent if payment is not received at Company office within twenty (20) days from date bill is mailed or otherwise rendered.

C. PROVISION FOR BILLING ADJUSTMENTS:

1. Purchased Gas Adjustment (PGA Clause for Fuel Costs)

(a) Basic Purchased Gas Adjustment (PGA) Factor:

The above rates per therm for gas supplied in any billing period shall be adjusted by the Company's average cost of gas purchased by the Company during the billing period, including other adjustments as specified in its PGA formula as approved by the Florida Public Service Commission. Such adjustment shall be multiplied by 1.01911 for gross receipts taxes and rounded to the nearest \$.0001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

(b) Proration Billing Calculation:

The basic purchased gas adjustment factor for gas supplied in a billing period during which there has been an increase or decrease in the cost of gas purchased by the Company shall be prorated under the following formula, giving effect to the average cost of gas purchased during the billing period.

$$A \times \frac{D-Z}{D} + B \times \frac{Z}{D} = Y \text{ Effective PGA Factor As Prorated}$$

A = Basic purchased gas adjustment factor based on cost of gas immediately prior to effective date of increase or decrease

ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President

EFFECTIVE: 4-25-90

ISSUED ON: April 25, 1990



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GENERAL APPLICABILITY PROVISIONS (Continued)

## C. PROVISION FOR BILLING ADJUSTMENTS: (Continued)

in Company's cost of gas during billing period.

B = Basic purchased gas adjustment factor based on new cost of gas after increase or decrease occurring during billing period.

D = Total number of days in billing cycle period.

Y = Effective purchased gas adjustment (PGA) factor as prorated.

Z = Number of days in billing period on and after effective date of increase or decrease in Company's cost of gas.

The factor determined as set forth above shall be rounded to the nearest \$.0001 per therm and applied to the total number of therms consumed by the customer during the billing period.

## (c) Purchased Gas Adjustment True-Up Factor:

Any over-recovery or under-recovery of purchased gas costs by the Company as a result of adjustments made pursuant to paragraphs (a) and (b) above shall be "trued-up" (refunded to customer or collected by Company), with interest, during the corresponding six month period of the succeeding year, in accordance with the methodology adopted by the Florida Public Service Commission on August 26, 1981, Order No. 10237, Docket No. 800645-GU, or as such methodology may be amended from time to time by the Commission.

## (d) Other Adjustments:

Bills, including minimum bills, shall be increased by their proportionate share of any additional or increased tax, fee or assessment by any governmental authority, assessed on the basis of meters or customers, or the price or revenue from natural gas or service sold in excess of those in effect, with such adjustment to the rate becoming effective on or after 30 days following the effective date of the aforementioned additional or increased tax, fee or assessment.

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ISSUED BY: MILLER GAS COMPANY  
By: Richard M. Fleisher  
Vice President-Finance

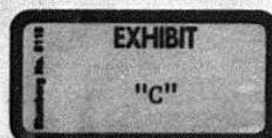
EFFECTIVE: MAR 16 1984

ISSUED ON MARCH 10, 1984

**CITY GAS COMPANY OF FLORIDA**  
**Base rate comparison (City Gas vs Miller Gas)**  
**February 19, 1991**

	<u>City Gas</u>	<u>Miller Gas</u>	<u>Pro forma Miller Gas</u>
<b>Monthly customer charge:</b>			
Residential	\$6	\$6	\$6.87
Commercial	\$12	\$12	\$13.74
Large interruptible	\$150	\$20	\$22.90
<b>Energy charge per therm:</b>			
Residential	\$0.35244	\$0.34170	\$0.39131
Commercial	\$0.17770	\$0.19960	\$0.22858
Large interruptible	\$0.09451	\$0.07500	\$0.08589

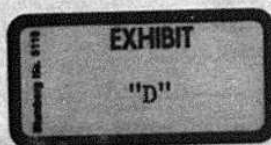
**Note:** City Gas' recent gas rate increase was equivalent to 14.52% of base rate revenue. The pro forma Miller Gas rates above are 14.52% greater than the present rates.





**CITY GAS COMPANY OF FLORIDA**  
**Miscellaneous Charge Comparison (City Gas vs. Miller Gas)**  
**February 19, 1991**

	<u>City Gas</u>	<u>Miller Gas</u>
Connect Charge	\$13.00 (Residential) 30.00 (Other)	\$8.00
Bad Check Charge	5%, with a \$15.00 minimum	5% with a \$10.00 minimum
Disconnect Charge	\$13.00 (Residential) \$30.00 (Other)	None
Account Change Charge	\$10.00	None



**CITY GAS COMPANY OF FLORIDA**  
**Typical monthly bill comparisons (City Gas vs. Miller Gas)**  
**February 19, 1991**

<b>City Gas rates:</b>	<u>Residential</u>	<u>Commercial</u>	<u>Interruptible Large Volume</u>
Bills	1	1	1
Typical therm usage	25	800	80,000
Customer charge	\$6.00	\$12.00	\$150.00
ECP true-up	\$0.03216	\$0.01232	\$0.00000
Energy chg/therm	\$0.35244	\$0.17770	\$0.09451
WACOG	\$0.26879	\$0.26879	\$0.26879
PGA true-up	\$0.00251	\$0.00251	\$0.00251

**Monthly bill before taxes:**

Customer charge	\$6.00	\$12.00	\$150.00
ECP true-up	0.80	9.86	0.00
Energy charge	8.81	142.16	7,560.80
WACOG	6.72	215.03	21,503.20
PGA true-up	0.06	2.01	200.80
<b>Total</b>	<b>\$22.39</b>	<b>\$381.06</b>	<b>\$29,414.80</b>

<b>Miller Gas rates:</b>	<u>Residential</u>	<u>Commercial</u>	<u>Interruptible Large Volume</u>
Bills	1	1	1
Typical therm usage	25	800	80,000
Customer charge	\$6.00	\$12.00	\$20.00
Energy chg/therm	\$0.34170	\$0.19960	\$0.07500
WACOG	\$0.24022	\$0.24022	\$0.24022
PGA true-up	\$0.00331	\$0.00331	\$0.00331

**Monthly bill before taxes:**

Customer charge	\$6.00	\$12.00	\$20.00
Energy charge	8.54	159.68	6,000.00
WACOG	6.01	192.18	19,217.60
PGA true-up	0.06	2.65	264.80
<b>Total</b>	<b>\$20.63</b>	<b>\$366.51</b>	<b>\$25,502.40</b>

**Pro forma Miller Gas rates (increased 14.52%):**

	<u>Residential</u>	<u>Commercial</u>	<u>Interruptible Large Volume</u>
Bills	1	1	1
Typical therm usage	25	800	80,000
Customer charge	\$6.87	\$13.74	\$22.90
Energy chg/therm	\$0.39131	\$0.22858	\$0.08589
WACOG	\$0.26879	\$0.26879	\$0.26879
PGA true-up	\$0.00331	\$0.00331	\$0.00331

**Monthly bill before taxes:**

Customer charge	\$6.87	\$13.74	\$22.90
Energy charge	9.78	182.87	6,871.20
WACOG	6.72	215.03	21,503.20
PGA true-up	0.08	2.65	264.80
<b>Total</b>	<b>\$23.45</b>	<b>\$414.29</b>	<b>\$28,662.10</b>

EXHIBIT

"E"



**CITY GAS COMPANY OF FLORIDA**  
**Common PGA True-up factor (including Miller Gas)**  
**April 1, 1991 through September, 1991**

1. Final fuel adjustment true-up amounts for the period April, 1990 through September, 1990.

City Gas Company	\$287,056 over recovery
Miller Gas Company	26,104 over recovery
<b>Total</b>	<b>\$313,160 over recovery</b>

2. Projected therm sales of natural gas during the period April, 1991 through September, 1991.

City Gas Company	35,956,000 therms
Miller Gas Company	2,320,000 therms
<b>Total</b>	<b>38,276,000 therms</b>

3. Commission approved true-up factors for application on customer bills during the period April, 1991 through September, 1991.

City Gas Company	-0.798 cents per therm
Miller Gas Company	-1.125 cents per therm

4. Combined true-up factor in lieu of factors shown in (3) above:

-0.818 cents per therm

