

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of tariff
modifications to accommodate receipt and
transportation of renewable natural gas from
customers, by Florida City Gas.

DOCKET NO. 20200216-GU
ORDER NO. PSC-2021-0040-TRF-GU
ISSUED: January 25, 2021

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman
ART GRAHAM
JULIE I. BROWN
ANDREW GILES FAY
MIKE LA ROSA

TARIFF ORDER

BY THE COMMISSION:

Case Background

Florida City Gas (FCG or utility) is a local distribution company subject to our jurisdiction pursuant to Chapter 366, Florida Statutes (F.S.). FCG serves approximately 114,000 residential, commercial, and industrial natural gas customers in southern Florida. On September 15, 2020, the utility filed a petition requesting approval of a new Renewable Natural Gas Service (RNGS) tariff to allow FCG to provide biogas conditioning services for the purpose of converting biogas¹ into usable renewable natural gas (RNG) for the biogas producer. In addition, the petition requests modifications to FCG's Volume No. 10 natural gas tariffs to accommodate and allow for the receipt and transportation of RNG through the utility's distribution system on behalf of the biogas producer.

RNG is produced by cleaning and conditioning biogas in order to meet pipeline quality gas standards. In 2017, we approved a similar petition by Peoples Gas System by Order No. PSC-2017-0497-TRF-GU.² The proposed new RNGS tariff, as shown on tariff sheet Nos. 74.1 through 74.3, and the additional Volume No. 10 proposed tariff modifications, are included as Attachment A.

During the review of this petition, Commission staff issued two data requests, for which responses were received on October 21, 2020 and November 25, 2020. By Order No. PSC-2020-0459-PCO-EI, issued on November 23, 2020, we suspended the tariff pursuant to the 60-day file

¹ Biogas is described as raw, freshly emitted, and untreated gas, especially methane, produced by the breakdown of organic matter.

² Order No. PSC-2017-0497-TRF-EI, issued December 29, 2017, in Docket No. 20170206-GU, *In re: Petition for approval of tariff modifications to accommodate receipt and transportation of renewable natural gas from customers, by Peoples Gas System.*

and suspend provision in Section 366.06(3), F.S. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, F.S.

Decision

FCG explained that it has been approached by municipalities or private businesses seeking the opportunity to contract with the utility to construct and operate conditioning facilities to convert biogas into pipeline quality RNG. Specifically, the utility stated that FCG has been in contact with five entities who are evaluating the production of RNG from landfill gas or waste treatment facilities. The primary intention from the biogas-producing customers is to use the RNG to help offset their natural gas demand. The utility stated that sources of biogas include landfills, wastewater treatment plants, or agricultural digesters associated with facilities such as dairies. FCG also stated that the utility has received inquiries from residential and commercial/industrial customers regarding the availability of RNG.

In its petition, the utility explained that once biogas has been cleaned and conditioned to pipeline quality safety standards, RNG is a “carbon-neutral” energy source.³ Once conditioned, RNG can be interchangeable with natural gas from other sources. FCG stated in its petition that the use of RNG “reduces total emission of greenhouse gases.” Without the collection of the biogas to be conditioned into RNG, the biogas produced would escape into the atmosphere or be burned off at the source with the emissions from the burning process released into the atmosphere. Biogas producers currently may elect to install and maintain their own conditioning equipment or contract with a third-party for the service. FCG estimates that the costs for biogas conditioning equipment could range from \$5 to \$25 million for a single facility.

FCG also noted that by assisting customers to convert biogas into RNG, the resulting natural gas would offset the demand for natural gas the customer is currently purchasing from the utility, thus freeing capacity on FCG’s distribution system. The utility states that the potential offset of natural gas by the customer could allow for new growth within FCG’s service territory.

Proposed New RNGS Tariff

Under the proposal, FCG would enter into a contract with a biogas-producing customer to construct and operate the RNG facilities on behalf of the customer. The resulting RNG would be used onsite by the producing customer or injected into FCG’s distribution system for transportation and delivery to another location on behalf of the customer. The tariff requires that all RNG be conditioned to meet the utility’s gas quality and heat standards. This requirement would ensure that all RNG produced under the proposed tariff can be safely used without any adverse impact to the integrity of the customer’s and FCG’s natural gas equipment. The biogas equipment would be installed on the customer’s property or on utility-owned property if there isn’t enough room on the customer’s property.

The proposed tariff requires that the utility and customer enter into a mutually satisfactory RNG Service Agreement (agreement). The terms of this agreement would include

³ FCG’s petition, Document No. 07393-2020.

the design, location, quantity, quality specifications, operational requirements, and the required Monthly Service Charge. This charge would be designed to cover the costs of the construction, operational costs, and carrying costs of the facilities. In addition, in the event that RNG is injected into FCG's distribution system for transportation on behalf of the producing customer, the RNGS tariff requires that the customer pay the Commission-approved per-therm distribution charge under the applicable tariff. This safeguard ensures that there is not any cross-subsidization for transporting and delivering RNG on FCG's distribution system on behalf of the biogas customer.

In the event that a customer produces more RNG than it needs for its facility, the customer can do one of the following: (a) make arrangements with FCG to inject the excess produced RNG into FCG's system to deliver it to the producing customer at a different location, (b) inject the excess RNG into FCG's system to deliver it to a third party that is also a customer of FCG, or (c) inject the excess into FCG's system for delivery to the interstate pipeline for sale in the interstate gas market. In the case of excess supply of RNG, the customer served under the tariff would contract directly with the purchasing entity of the excess supply. There is an additional option of storing the excess RNG if there are storage facilities available to that customer.⁴

Finally, depending on the price and other variables such as the location of the biogas source, FCG stated that the RNG could be purchased by FCG as part of its system supply, which would allow the utility to include in its portfolio a renewable natural gas source.⁵ Should FCG elect to purchase RNG from a biogas producer to serve its customers, FCG would seek our approval of the RNG costs through the annual Purchased Gas Adjustment proceeding. FCG explained that it is anticipated that the cost of the RNG would be higher compared to the current cost of fossil natural gas; however, the location of the biogas producer could mitigate pipeline capacity costs FCG incurs to transport natural gas into its service territory.

Impact on the General Body of Ratepayers

FCG stated that the RNGS tariff has essential safeguards that ensure that the utility's general body of ratepayers will not subsidize the biogas customers taking service under the RNGS tariff. Specifically, the utility stated that it would ensure that service taken under the proposed RNGS tariff will not affect any ratepayers by confirming the credit worthiness of the customers taking service under the tariff. In response to Commission staff's first data request, the utility stated it will do its due diligence to ensure that the non-participants are not at risk by requiring RNGS customers to provide one of the following options: (a) a deposit in the amount of two months estimated billing, (b) providing an immutable and binding letter of credit, or (c) a surety bond. In addition, the utility stated that customers served under the RNGS tariff will also be required to provide banking references. FCG will perform credit analyses for potential customers by using a reputable and unbiased reporting agency such as Dun & Bradstreet or a similar reporting agency.⁶ If a biogas customer were to default, FCG stated that the utility would

⁴ FCG's Response to Staff's Second Data Request No. 1, Document No. 12882-2020.

⁵ FCG's Response to Staff's First Data Request No. 1, Document No. 11428-2020.

⁶ FCG's Response to Staff's First Data Request No. 11, Document No. 11428-2020.

discontinue biogas conditioning services and secure its equipment, and seek resolution of default according to the method used to guarantee credit.

We approve of the petition based, in part, on FCG's assertion that it will implement a thorough and reasonable process to evaluate the credit worthiness of a potential customer to be served under the RNGS tariff, and the utility's own internal risk assessment policies. Based on this process, the utility does not anticipate any cost impact to the general body of ratepayers.

Proposed Modifications to Volume No. 10 Tariffs

The proposed tariff modifications to FCG's natural gas tariffs, Volume 10, are necessary tariff changes to allow FCG to receive and transport on its distribution system the RNG on behalf of the biogas-producing customer. These changes recognize that an RNG customer could be delivering gas into the utility's system, not taking it out. Traditionally, natural gas utilities receive natural gas from intrastate or interstate pipelines.

Conclusion

We hereby approve FCG's proposed new RNGS tariff and proposed modifications to its current Volume No. 10 tariffs, effective January 5, 2021, as shown in Attachment A. The RNGS tariff would provide FCG with an opportunity to provide biogas conditioning services to interested customers and the utility demonstrated a reasonable approach to implementing the tariff. A participating customer would enter into an agreement with FCG and all capital and operating costs associated with the RNG cleaning and conditioning facility will be borne by the customer over the life of the contract.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida City Gas's proposed new RNGS tariff and modifications to its current Volume No. 10 tariffs, effective January 5, 2021, are hereby approved. It is further

ORDERED that if a protest is filed within 21 days of issuance of the Order, the tariff shall remain in effect with any charges held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 25th day of January, 2021.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

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NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 15, 2021.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Florida City Gas
FPSC Natural Gas Tariff
Volume No. 10

First Revised Sheet No. 2
Cancels Original Sheet No. 2

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Issued by: ~~Carolyn Bermudez~~ Kurt Howard Effective: August 14, 2018
Vice President General Manager, Florida City Gas

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First Revised Sheet No. 7
Cancels Original Sheet No. 7

TECHNICAL TERMS AND ABBREVIATIONS

Alternate Fuel

A fuel gas which provides an equivalent amount of energy computed on a "BTU" basis. It is not limited to any specified source of energy. Alternate fuel may include natural gas and, in the Company's opinion, any viable economic alternatives.

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.

Biogas

Combustible residues or gases from forest products manufacturing, waste, byproducts, or products from agricultural and orchard crops, waste or coproducts from livestock and poultry operations, waste or byproducts from food processing, urban wood waste, municipal solid waste, municipal liquid waste treatment operations, and landfill gas.

Commission or PSC

Unless otherwise indicated means the Florida Public Service Commission.

Company

Florida City Gas ("City Gas").

Customer

A person or entity who takes service from the Company under a Rate Schedule.

Essential Use

Consistent with "Priority 1 Use" as defined in Florida Gas Transmission's tariff.

Gas

Gas is any gas or mixture of gases suitable for domestic or industrial fuel and transmitted or distributed to the user through a piping system, including natural gas, manufactured gas, mixed gas, hydrogen gas, renewable natural gas, and liquefied petroleum gas distributed as a vapor with the admixture of air.

Manufactured Gas

Any gas artificially produced by any generating or processing equipment, exclusive of naturally occurring hydrocarbon gas.

Margin Revenue

Revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer.

Mixed Gas

Any mixture of two or more gases of materially different physical character or chemical composition.

Natural Gas

Naturally occurring hydrocarbon gas mixture consisting primarily of methane, but commonly including varying amounts of other hydrocarbons occurring naturally underground and of a quality consistent with the specifications defined in Florida Gas Transmission's tariff.

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Vice President General Manager, Florida City Gas

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Original Sheet No. 7a

(Continued)

Non-Residential Customers

Those Customers who are not Residential.

Renewable Natural Gas (RNG)

Biogas that has been conditioned and upgraded to a quality and standard such that it meets, in the sole view of the Company, the Company's gas quality and heat standards in effect and applicable at the time.

Residential Customers

All those Customers using gas service for domestic purposes, 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 for non commercial uses.

Sales Service or Sales Customer

Customers receiving gas supply from the Company.

Therm

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

Transportation Service or Transportation Customer

Customers receiving gas supply from a Third Party Supplier.

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~~Vice President~~ General Manager, Florida City Gas

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Florida City Gas
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First Revised Sheet No. 18
Cancels Original Sheet No. 18

RULES AND REGULATIONS (Continued)

14. EXTENSION OF FACILITIES (Continued)

C. Area Extension Program Charge: Notwithstanding the provisions of Sections A and B when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge ("AEP"). The Company, in its sole discretion, may require this charge when:

- (1) The cost of the project facilities required to provide service through the area is greater than the aggregate MACC for the Customers to be served; and
- (2) The Company reasonably forecasts Margin Revenues plus the AEP during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities.

The AEP, which shall be stated on a per therm basis, shall apply with respect to all natural gas sold or transported to Company Customers located within the applicable discrete geographic area during the Amortization Period.

The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to Customers within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital.

AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected Customers for amounts over collected, if any.

Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. Further reassessments shall be performed by the Company following the fifth, seventh and ninth anniversary of the date when the project facilities were originally placed in service. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

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Vice President General Manager, Florida City Gas

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First Revised Sheet No. 20
Cancels Original Sheet No. 20

15. TRANSPORTATION - SPECIAL CONDITIONS

A. A Transportation Service Agreement or other means of enrollment accepted by the Company is a condition precedent for Transportation Service under each applicable Rate Schedule, the initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

B. The usage charges in the Rate Schedules shall be based upon actual or estimated consumption as determined by the Company, not by Third Party Supplier deliveries.

C. Nominations and Transportation of Gas

The Customer's Third Party Supplier ("TPS") shall nominate on behalf of its Customers the total monthly requirements for that billing month. The TPS is responsible for making arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier. The gas transported under this Rate Schedule is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with its Gas Curtailment Plan.

D. Indemnification

As between Company and Customer, the Customer or its Third Party Supplier warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

E. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver gas on behalf of its Customers, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural-gas supplies to Customers that contract for gas supply from a TPS. In the event that a Customer seeks to purchase natural-gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

F. Balancing Receipts and Deliveries

Third Party Suppliers will be billed for all their Customers' balancing and other transportation related charges, as set forth in the TPS Rate Schedule, determined by the Company to be billable to a TPS on behalf of their Customers. If there are any unpaid charges the TPS' Customers shall be individually responsible for any portion attributable to their individual action and/or for their prorata share as follows: The Company will first determine individual Customer charges, if any, and second prorate charges based on allocating the

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First Revised Sheet No. 26
Cancels Original Sheet No. 26

RULES AND REGULATIONS (Continued)

19. EQUIPMENT FINANCING

If the Company agrees to provide the necessary ~~natural gas conversion, or compression, or~~ RNG equipment ~~to be owned and maintained by the Customer~~, an agreement as to terms and conditions governing recovery of ~~such conversion~~ the costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such ~~natural gas conversion~~ equipment. At such time when the Company has recovered its costs of providing ~~the natural gas conversion~~ such equipment the ongoing gas deliveries shall be billed at ~~rates~~ stated in the Customers applicable Rate Schedule.

20. TAXES AND OTHER ADJUSTMENTS

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 date of any Rate Schedule. All such assessments as described above shall be shown on Customer bills.

21. BUDGET BILLING PLAN

Available to any Residential Customer as defined under the Technical Terms and Abbreviations of this tariff. A Customer may elect to enroll in the Company's Budget Billing Plan to help stabilize their monthly payments. To qualify for the Budget Billing Plan, a Customer must be a year-round Customer and have no balance owing when beginning the plan. Following a Customer's request to participate in the Budget Billing Plan the Company shall have 45 days in which to determine the Customer's eligibility and process an enrollment to initiate billing under the plan.

If a Customer requests the Budget Billing Plan, the initial budgeted payment amount will be based on the average of the previous 12 months usage normalized for weather applied to the then current or Company projected billing rates, and shall include any regulatory fees or taxes applicable to the Customer. If the Customer has not received Gas Service from the Company for the preceding 12 months, the Company will use the best information available to calculate the initial monthly payment amount. The total deferred debit or credit balance will be shown on the Customer's bill.

The Company reviews all budget payments and resets them annually on or about August of each year. On such recalculation, one-twelfth of any debit or credit deferred balance will be added to the following year's recalculated budgeted monthly payment amount. However, a Customer may request a payment of a credit balance in which case the recalculated amount will be adjusted to reflect the removal of the credit balance. In addition, the Company also performs a semi-annual review and may adjust the budget payment if it varies by more than \$5.00 or 10% whichever is less.

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~~Vice President~~ General Manager, Florida City Gas

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First Revised Sheet No. 28
Cancels Original Sheet No. 28

RULES AND REGULATIONS (Continued)

23. LIMITATION OF DAMAGES

The Customer shall not be entitled to recover from the Company any consequential, indirect, incidental or special damages, such as loss of use of any property, vehicle, or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, diminution in value of real property, or expenses to restore operation, or loss of goods or products.

The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to person or property, in any manner directly or indirectly connected with or growing out of the transmission and/or use of natural gas by the Customer at or on the Customer's side of the point of delivery or out of the Customer's negligent acts or omissions.

24. ACCESS TO PREMISES

The Customer shall grant 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 service. The Customer will furnish to the Company, without charge, an acceptable location for the Company's meter and shall give Company employees and representatives access to the Customer's premise so that the Company may operate, inspect and maintain its facilities. Failure to grant access could result in disconnection of service.

25. Excess Flow Valves

Existing single family residential regardless of size, as well as multi-family residences and commercial Customers not using in excess of one-thousand (1,000) standard cubic feet per hour (SCFH) per service, may request the Company to install an excess flow valve (EFV) or equivalent equipment, which appropriate equivalent will be determined in the Company's sole discretion, for the purpose of interrupting the flow of gas. The Customer shall reimburse the Company for the cost associate with installing an EFV (or equivalent equipment) when such installation is performed at the request of the Customer.

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~~Vice President~~ General Manager, Florida City Gas

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~~First~~ Second Revised Sheet No. 29
Cancels ~~First Revised~~ Original Sheet No. 29

RESIDENTIAL SERVICE – 1 (RS-1)

APPLICABILITY

Service is available to Residential Customers using between 0 and 99 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent,~~ delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge	\$12.00
Distribution Charge, per therm	\$0.46120
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by: ~~Carolyn Bermudez~~ Kurt Howard
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First ~~Second~~ Revised Sheet No. 30
Cancels ~~First Revised~~ Original Sheet No. 30

RESIDENTIAL SERVICE - 100 (RS-100)

APPLICABILITY

Service is available to Residential Customers using between 100 and 599 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent,~~ delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge	\$15.00
Distribution Charge, per therm	\$0.40383
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

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~~Vice President~~ General Manager, Florida City Gas

Effective: January 1, 2019

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~~First~~ Second Revised Sheet No. 31
Cancels ~~First Revised~~ Original Sheet No. 31

RESIDENTIAL SERVICE - 600 (RS-600)

APPLICABILITY

Service is available to Residential Customers using 600 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge	\$20.00
Distribution Charge, per therm	\$0.52699
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by: ~~Carolyn Bermudez~~ Kurt Howard
~~Vice President~~ General Manager, Florida City Gas

Effective: ~~January 1, 2019~~

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Volume No. 10

~~First~~ Second Revised Sheet No. 32
Cancels ~~First Revised~~ Original Sheet No. 32

GENERAL SERVICE - 1 (GS-1)

APPLICABILITY

Service is available to Non-Residential Customers using between 0 and 5,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$25.00	\$25.00
Distribution Charge, per therm	\$0.37644	\$0.37644
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by: ~~Garelyn Bermudez~~ Kurt Howard
~~Vice President~~ General Manager, Florida City Gas

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FPSC Natural Gas Tariff
Volume No. 10

~~First-Second~~ Revised Sheet No. 34
Cancels ~~First Revised Original~~ Sheet No. 34

GENERAL SERVICE - 6K (GS-6K)

APPLICABILITY

Service is available to Non-Residential Customers using between 6,000 and 24,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$35.00	\$35.00
Distribution Charge, per therm	\$0.33960	\$0.33960
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

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GENERAL SERVICE - 25K (GS-25K)

APPLICABILITY

Service is available to Non-Residential Customers using between 25,000 and 119,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent, including RNG delivered into the Company's system by any customer,~~ delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$150.00	\$150.00
Distribution Charge, per therm	\$0.32696	\$0.32696
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. 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.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

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GENERAL SERVICE - 120K (GS -120K)

APPLICABILITY

Service is available to Non-Residential Customers using between 120,000 and 1,249,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent, gas, including RNG delivered into the Company's system by any customer,~~ delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$300.00	\$300.00
Demand Charge, per DCQ	\$0.575	\$0.575
Distribution Charge, per therm	\$0.19379	\$0.19379
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

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

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

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~~Vice President~~ General Manager, Florida City Gas

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~~First-Second~~ Revised Sheet No. 40
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GENERAL SERVICE - 1,250K (GS -1,250K)

APPLICABILITY

Service is available to Non-Residential Customers using between 1,250,000 and 10,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent, gas, including RNG delivered into the Company's system by any customer,~~ delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$500.00	\$500.00
Demand Charge, per DCQ	\$0.575	\$0.575
Distribution Charge, per therm	\$0.09361	\$0.09361
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

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

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

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~~Vice President~~ General Manager, Florida City Gas

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GENERAL SERVICE – 11M (GS - 11M)

APPLICABILITY

Service is available to Non-Residential Customers using between 11,000,000 and 24,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$1,000.00	\$1,000.00
Demand Charge, per DCQ	\$0.575	\$0.575
Distribution Charge, per therm	\$0.0800	\$0.0800
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

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

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

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GENERAL SERVICE – 25M (GS - 25M)

APPLICABILITY

Service is available to Non-Residential Customers using 25,000,000 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$2,000.00	\$2,000.00
Demand Charge, per DCQ	\$0.575	\$0.575
Distribution Charge, per therm	\$0.0400	\$0.0400
Commodity Charge	Per Rider "A"	Per TPS Agreement

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

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

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

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

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GAS LIGHTING SERVICE (GL)

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

Distribution Charge	\$10.72 per lamp
	(\$0.59237 per therm X 18 therms)

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. For the purpose of applying Riders or other billing adjustments usage of eighteen therms per lamp per month will be assumed.

MINIMUM BILL

The minimum monthly bill shall be the Monthly Rate.

TERMS OF PAYMENT

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

SPECIAL 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.

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~~Vice President~~ General Manager, Florida City Gas

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RESIDENTIAL STANDBY GENERATOR SERVICE (RSG)

APPLICABILITY

Service is available to Residential Customers whose only gas usage is for a standby electric generator.

CHARACTER OF SERVICE

A firm delivery service of ~~natural gas, or its equivalent~~, gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge:	\$16.81	
Distribution Charge:	0 - 14 therms	\$0.00000 per therm
	More than 14 therms	\$0.52248 per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a customer receiving service under this schedule shall remain obligated to remain on this schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month term unless the customer terminates the service in writing within 30 days before the end of the term.

2. If the customer terminates the service before the 12-month term ends, the customer will be billed the minimum bill for the remaining months of the service.

3. If the customer installs an additional gas appliance at the premise at which service is provided, then the customer will be transferred to the applicable rate schedule based on total therms.

4. 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.

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COMMERCIAL STANDBY GENERATOR SERVICE (CSG)

APPLICABILITY

Service is available to Non-residential Customers whose only gas usage is for a standby electric generator with annual consumption of less than 120,000 therms.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge:	\$24.00	
Distribution Charge:	0 - 26 therms	\$0.00000 per therm
	More than 26 therms	\$0.49531 per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

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

SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a Customer receiving service under this schedule shall remain obligated to remain on this schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month term unless the Customer terminates the service in writing within 30 days before the end of the term.

2. If the Customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.

3. If the Customer installs an additional gas appliance at the premise at which service is provided, then the Customer will be transferred to the applicable rate schedule based on total therms.

4. 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.

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NATURAL GAS VEHICLE SERVICE-II (NGV-II)

APPLICABILITY

For gas delivered to any Customer, including RNG delivered into the Company's system by any customer, for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers after August 13, 2013.

MONTHLY RATE

Service is available under any General Service (GS) Rate Schedule (GS-1 through GS - 1250k) based on the Customer's terms per year as determined by the Company.

The charges, terms and conditions as provided under the applicable GS Rate Schedule shall apply, including all applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company, notwithstanding the Special Conditions sections below.

MONTHLY FACILITIES CHARGE WHEN COMPANY PROVIDES EQUIPMENT NECESSARY FOR NGV-II SERVICE

The Monthly Facilities Charge, if applicable, shall be equal to 1.6% multiplied by the Company's Gross Investment in facilities, as determined by the Company required to serve the Customer. As used here, Gross Investment means the total installed cost of the facilities as determined by the Company, which may include but are not limited to dryers, compressors, storage vessels, controls, piping, metering, dispensers, and any other related appurtenances including the necessary redundancy to provide for reliable service, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The 1.6% factor is subject to adjustment if the Customer makes a contribution in aid of construction. The adjusted factor will be as stated in the Company's standard agreement for service provided under this Rate Schedule. If the service is provided under a standard agreement to more than one Customer, the charges applicable to each Customer shall be as stated in the agreement with the individual Customer. The standard agreement may also require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee, such as a bond or letter of credit, and/or other provisions as determined appropriate by the Company.

1) COMPANY PROVIDED FACILITIES ON CUSTOMER PREMISES

If Company provides and maintains the necessary facilities for compression and dispensing of such ~~natural~~ gas for delivery to vehicles on the Customer's property, the following additional charge shall apply:

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NATURAL GAS VEHICLE SERVICE-II (NGV-II)
(Continued)

1) COMPANY PROVIDED FACILITIES ON CUSTOMER PREMISE (Continued)

Monthly Facilities Charge

The provision and maintenance of the facilities does not include the physical dispensing of compressed ~~natural~~ gas into vehicles, or the provision of electricity required to operate the facility. The physical dispensing of compressed ~~natural~~ gas into vehicles, the collection and remittance of any federal or state or local tax imposed on compressed ~~natural~~ gas dispensed for use as motor fuel, and the payment for electricity used to operate the facility shall be the responsibility of the Customer. A Company-provided facility could be a residential fueling station.

2) LIMITED ACCESS FACILITIES LOCATED ON COMPANY PREMISES

The Company may, under agreement with one or more Customers, provide and maintain, on the Company's premises, the necessary facilities for compression and dispensing of ~~natural~~ gas into motor vehicles. The Customer may elect to receive distribution service and purchase gas under any of the GS schedules, provided that the Customer would otherwise meet the requirement to be served under the provision of the rate schedule elected.

In addition to the distribution and gas charges as provided under the rate schedule elected by the Customer, the following charges shall apply:

a) Monthly Facilities Charge

The Monthly Facilities Charge, if applicable, shall be equal to 1.6% multiplied by the Company's Gross Investment in facilities, as determined by the Company required to serve the Customer. As used here, Gross Investment means the total installed cost of the facilities as determined by the Company, which may include but are not limited to dryers, compressors, storage vessels, controls, piping, metering, dispensers, and any other related appurtenances including the necessary redundancy to provide for reliable service and land and land rights, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The 1.6% factor is subject to adjustment if the Customer makes a contribution in aid of construction. The adjusted factor will be as stated in the Company's standard agreement for service provided under this Rate Schedule. If the service is provided under a standard agreement to more than one Customer, the charges applicable to each Customer shall be as stated in the agreement with the individual Customer. The standard agreement may also require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee, such as a bond or letter of credit, and/or other provisions as determined appropriate by the Company.

b) Compressed Gas Dispensing Fee

The monthly dispensing fee shall recover all costs related to dispensing and be provided in the standard agreement.

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NATURAL GAS VEHICLE SERVICE-II (NGV-II)
(Continued)

2) LIMITED ACCESS FACILITIES LOCATED ON COMPANY PREMISES (Continued)

c) Tax

The Company shall collect from the Customer and remit to the applicable authority any motor fuel tax on compressed natural gas.

Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company and specified in the agreement(s) with the Customer(s). The standard agreement may require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee (such as a bond) and/or other provisions as determined appropriate by the Company.

3) PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY PREMISES

If the Company offers service to Customer from facilities located on the Company's premises only the following charges shall apply:

Distribution and Dispensing: \$0.50 /Therm

Gas Cost: No lower than the monthly PGA

Taxes: Applicable motor fuel or other taxes applicable to compressed natural gas dispensed for motor fuel

The total charge, consisting of the Distribution and Dispensing charge, the Gas Cost, and Taxes, shall be as determined by the Company. However, the Gas Cost component of the charge shall not be less than the Purchased Gas Adjustment (PGA) and other adjustments, charges and/or credits determined to be applicable. In addition, the gas commodity component (total charge less the Distribution and Dispensing charge and applicable taxes) will be accounted for as recovery of gas cost in the annual PGA docket. Other Riders of this Tariff will not be credited for such service.

Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company.

MINIMUM BILL

The minimum monthly bill shall be the minimum bill as provided for in the GS Rate Schedule applicable to the Customer plus any additional Monthly Facilities Charge except for option 3.

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NATURAL GAS VEHICLE SERVICE-II (NGV-II)
(Continued)

3) PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY PREMISES (Continued)

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company and are subject to late payment charges.

SPECIAL CONDITIONS

1. Service under this Rate Schedule shall be 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.

2. A separate meter or sub-meter may be requested by the Customer or required by the Company; in which case the Customer will pay the cost of the meter and installation which shall remain the property of the Company.

3. The collection and remittance of any federal or state or local tax specifically imposed on compressed ~~natural~~ gas dispensed for motor fuel shall be the responsibility of the Customer or Retailer, unless otherwise provide for in a Customer's agreement.

4. The terms and conditions applicable to sub-metering and allocation of cost included elsewhere in this Tariff are not applicable to Compressed Natural Gas used for motor fuel.

5. NGV service is not available for resale by residential customers.

6. The Company shall not be responsible in any manner for the use, care or handling of ~~natural~~ gas once it is delivered to a natural gas vehicle.

7. If the Company, by itself or in partnership with another entity, responds to a competitive situation of a government agency or commercial customer and has volumes greater than 250,000 therms per year, the Company has the option to provide NGV service, equipment, facilities, and distribution at rates and charges set on an individual Customer basis via a special contract as long as the rate is above incremental cost with a reasonable return. At the Company's discretion it may recover the difference between the otherwise applicable tariff rate and the approved contract rate under this rate provision through Rider "C", Competitive Rate Adjustment ("CRA").

8. If a Customer is phasing in the use of compressed ~~natural~~ gas as motor fuel and is acquiring and placing into service vehicles fueled by compressed ~~natural~~ gas over a period of years, the Monthly Facilities Charge may be phased-in over the term of agreement. However, the net present value of the revenue from the phased-in charges, discounted at the Company's authorized rate of return, shall be set equal to the net present value of the revenue that would be generated over the term of the contract if the Monthly Facilities Charge was not phased-in. Any such phase-in shall be provided in the agreement for service.

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CONTRACT DEMAND SERVICE (KDS)

OBJECTIVE

The objective of this Rate Schedule is to enable the Company to attach incremental load to its system by providing the Company with the flexibility to negotiate individual service agreements with Customers taking into account competitive and economic market conditions and system growth opportunities.

APPLICABILITY

Sales or Transportation service is available under this Rate Schedule to any non-Residential Customer, or customer receiving service under Rate Schedule RNGS, bringing a minimum new incremental demand of 250,000 additional therms per year to the Company's system at one location.

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may elect to receive service under other applicable Rate Schedules.

GAS SUPPLY OBLIGATION

The Company shall have no obligation to provide ~~natural~~ gas supplies to Transportation Customers under this Rate Schedule.

MONTHLY RATE

1. The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to serve the Customer. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes. The charge shall include any capital recovery mechanism. The charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with ~~natural~~ gas. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with ~~natural~~ gas. With respect to existing Customers, an additional load of at least 250,000 therms must be added, and the negotiated KDS rate will only apply to the additional load added to the Company's system.

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CONTRACT DEMAND SERVICE (KDS)
(Continued)

MONTHLY RATE (Continued)

2. The Commodity Charge, if taking supply from the Company, shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas.

INTERRUPTION AND CURTAILMENT

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan the Company shall have the right to reduce or to completely curtail deliveries to Customer pursuant to this Rate Schedule:

1. If in the 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
2. in the event Company is notified by its supplier or pipeline transporter 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
3. when necessary to maintain the operational reliability of Company's system.

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

SPECIAL CONDITIONS

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

2. Term of Agreement: If the provision of service hereunder requires the installation of natural-gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

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LOAD ENHANCEMENT SERVICE (LES)

OBJECTIVE

The objective of this Rate Schedule is to enable the Company to retain or obtain significant load on its system by providing the Company with the flexibility to negotiate individual service agreements with non-Residential Customers taking into account competitive and economic market conditions and overall system benefits.

APPLICABILITY

This sales or transportation service is available at the Company's sole discretion to Customer's which meet the applicability standards, including (1) an existing commercial customer receiving service under contract or any new or existing customer that would otherwise qualify for service under Rate Schedules KDS, TSS, OSS, GS-120K, GS-1,250K, GS-11M or GS-25M; (2) the Customer must provide the Company verifiable documentation of either a viable alternative fuel or of a Customer's opportunity to economically bypass the Company's system; (3) the Company must demonstrate that the Customer served under this Rate Schedule will not cause any additional cost to the Company's other rate classes, including, at a minimum, that the rate shall not be set lower than the incremental cost plus some additional amount as reasonable return on investment and; (4) the Customer and the Company must enter into a service agreement under this Rate Schedule. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

SERVICE AGREEMENT OBLIGATIONS

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may request service under other applicable Rate Schedules.

Any service agreement under LES shall be subject to approval by the Florida Public Service Commission (FPSC) before any contract rate is implemented and the agreement can be executed by the parties.

GAS SUPPLY OBLIGATION

The Company shall have no obligation to provide natural gas supplies to Transportation Customers under this Rate Schedule.

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LOAD ENHANCEMENT SERVICE (LES)
(Continued)

MONTHLY RATE

1. The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost plus some additional amount as a reasonable return on investment the Company incurs to serve the Customer. The distribution charge also shall include any capital recovery mechanism. The distribution charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with ~~natural~~ gas as applicable. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with ~~natural~~ gas. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

2. The Commodity Charge shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas, if taking supply from the Company.

3. The Company may permit the Customer to combine the accounting for the gas load delivered to multiple meters serving the same premise for this service.

INTERRUPTION AND CURTAILMENT

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan, the Company shall have the right to curtail deliveries to Customer pursuant to this Rate Schedule:

1. If in the 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

2. in the event Company is notified by its supplier or pipeline transporter 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

3. when necessary to maintain the operational reliability of Company's system.

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

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LOAD ENHANCEMENT SERVICE (LES)
(Continued)

SPECIAL CONDITIONS

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement but such modification or exemption shall not apply to the minimum perquisite requirements set forth in the Applicability section of this Rate Schedule.
2. Term of Agreement: If the provision of service hereunder requires the installation of ~~natural~~ gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.
3. No later than 180 days prior to the expiration of this special contract, a Customer served under an LES contract may request a new contract under the terms and conditions of this tariff provision. If an agreement is not reached by the end of the term, the agreement will convert to the applicable General Services tariff (based on volume) until a new contract has been approved by the FPSC and executed by the parties.
4. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.
5. When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirement.
6. The difference between the otherwise applicable tariff rate and the approved contract rate under this Rate Schedule may be subject to recovery through Rider "C", Competitive Rate Adjustment ("CRA").

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OFF-SYSTEM SALES SERVICE (OSS)

AVAILABILITY

Throughout the service areas of Company, and of any interstate or intrastate natural-gas pipeline serving the Company (collectively, the "Pipelines")

APPLICABILITY

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

CHARGES

Customer Charge	None
Transaction Charge	\$100.00 per transaction
Commodity Charge	As set forth below

For all Scheduled Quantities (as such term is defined in Special Condition 4 below), the Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this Rate Schedule.

The Commodity Charge for service pursuant to this Rate Schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include, but are not necessarily limited to: the cost of gas which is available to service Customer; the delivered price and availability of Customer's designated alternate fuel; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have not an obligation to do so.

The Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this Rate Schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery Adjustment Clause, Energy Conservation Cost Recovery Clause and Competitive Rate Adjustment Clause shall not apply to purchases of Gas made by Customer Pursuant to this Rate Schedule.

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Economic Development Gas Service (EDGS)

AVAILABILITY

Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.

APPLICABILITY

To receive service under this Rate Schedule, the Customer's written application to the Company shall include sufficient information to permit the Company to determine the Customer's eligibility.

Eligibility Requirements: A qualifying person must intend to become a new Customer with the intent to utilize natural gas to provide significant economic development or environmental benefits within the State of Florida or in a manner that increases system utilization; be an existing Customer that materially expands its use of natural gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing Customer that meets other criteria as determined appropriate by the Florida Public Service Commission.

Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by applicable state, county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.

Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Florida's environment.

Qualifying Volumes: To be eligible for service under this rate schedule a new Customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing Customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's sole judgement an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the Customer for service under this rate schedule, the Company shall adjust the Customer's consumption to eliminate any abnormal conditions. The Company, through use of historical data shall determine the base annual consumption for existing Customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the Customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule.

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Economic Development Gas Service (EDGS)
(Continued)

The existing facilities of the Company must be adequate in the sole judgment of the Company to supply the new or expanded natural-gas requirements. If construction of new or expanded local facilities by the Company is required, the Customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the Customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Extension of Facilities provisions in the Company's filed tariff.

The Customer must execute a contract for service under this tariff for a minimum of 10 years.

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.

The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the Customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the applicable rate schedule that would otherwise apply.

CUSTOMER CHARGE

A full monthly Customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.

MONTHLY RATE

The non-gas charges that would be billed in accordance with the applicable rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new Customer the factor will be applied to the charges for the total volume delivered. For an existing Customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12th of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly Customer charge.

Contract Year	Billing Months	Adjustment Factor	Discount from Companion Rate Schedule
1	1st through 12th	60%	40%
2	13th through 24th	70%	30%
3	25th through 36th	80%	20%
4	37th through 48th	90%	10%
	Beyond the 48th Month	100%	0%

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RENEWABLE NATURAL GAS SERVICE (RNGS)

AVAILABILITY:

Throughout the service areas of the Company.

CHARACTER OF SERVICE:

Service provided by the Company for the purpose of conditioning and upgrading Customer's biogas to Renewable Natural Gas ("RNG") such that the RNG can be utilized onsite by Customer and/or to be delivered into Company's distribution system for transportation and delivery.

APPLICABILITY:

Service under this Rate Schedule ("RNG Service") is available to eligible Customers that produce biogas to be utilized as RNG onsite by the Customer or delivered into the Company's distribution system for transportation and delivery pursuant to Rate Schedules GS-1, GS-6K, GS-25K, GS-120K, GS-1250K, GS-11M, GS-25M, KDS or NGV-II to a compressed natural gas station or other point of delivery on the Company's system. Service under this Rate Schedule is contingent upon the Company and the Customer entering a mutually satisfactory RNG Service Agreement; provided, however, that in no event shall the service provided to the Customer under this Rate Schedule cause any additional cost to the Company's other rate classes.

RNG SERVICE AGREEMENT:

The terms of service, including design, location, quantity, gas quality specification, operation of facilities and the Monthly Service Charge, will be set forth in a mutually satisfactory agreement between the Company and the Customer ("RNG Service Agreement"). The RNG Service Agreement may require commitment(s) by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit or other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company. Absent an RNG Service Agreement with the Company under this Rate Schedule, the Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule.

MONTHLY SERVICES CHARGE:

The Monthly Service Charge shall be an amount negotiated between the Company and the Customer, but in no event shall Monthly Service Charge cause any additional cost to the Company's other rate classes. The Monthly Charge shall be set in a manner to allow the Company to recover the total installed cost of the facilities required to provide RNG Service plus the carrying costs at the Company's overall cost of capital, which facilities

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RENEWABLE NATURAL GAS SERVICE (RNGS)
(Continued)

may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and any other related appurtenances including any redundancy necessary to provide reliable RNG Service.

DELIVERY CHARGE:

In addition to the Monthly Service Charge, the Company will also collect the applicable tariff rate for any volume of RNG that is delivered, into the Company's distribution system for transportation and delivery on behalf of the Customer at the Customer's request. In the event service is provided under Rate Schedule KDS, the delivery charge shall be an amount negotiated between the Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to redeliver Customer's gas back to the Customer.

ELECTRIC AND FUEL REIMBURSEMENT CHARGE:

The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the RNG facilities or to be added to the RNG produced by the Customer. The Customer shall reimburse Company for all such electricity and other fuel expenses incurred by Company to provide RNG Service to Customer under this Rate Schedule.

SPECIAL CONDITIONS:

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the Company's tariff, except to the extent modified under this Rate Schedule and / or in an RNG Service Agreement.
2. All Customer RNG that is delivered into Company's distribution system for transportation and delivery must (i) meet the gas quality standards defined in Florida Gas Transmission's tariff in effect and applicable at the time the RNG Service Agreement entered and (ii) have an acceptable heat content such that the RNG delivered into the Company's distribution system does not, as determined in the sole discretion of the Company, impact the Company's ability to deliver Gas on the order of 1,100 British Thermal Units per cubic foot.
3. Each year the Company shall re-determine the Rate Schedule applicable to the transportation and delivery of the Customer RNG based on the Customer's annual usage. If the Company determines that the Customer should be reclassified to a different Rate Schedule for the transportation and delivery of RNG, such reclassification shall be prospective only.

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RENEWABLE NATURAL GAS SERVICE (RNGS)
(Continued)

4. A Gas Chromatograph and Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

OWNERSHIP OF RNG COMMODITY:

Unless otherwise agreed to between a Customer and the Company, ownership of the RNG commodity will remain with the Customer through all phases of any services the Company provides unless Company and Customer enter into a RNG commodity purchase agreement.

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