

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date October 17, 2001

Docket No. 011368-GU

1. Division Name/Staff Name Division of Appeals (Bellak) RCB
2. OPR Richard Bellak (APP)
3. OCR Wayne Makin (CMP)
4. Suggested Docket Title Proposed Adoption of Rule 25-7.072, F.A.C., Codes of Conduct.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)
  1. Parties and their representatives (if any)

<u>GU</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

<u>Norman H. Horton, Jr.</u>	_____
<u>Messer, Caparello &amp; Self</u>	_____
<u>215 S. Monroe Street, Suite 701</u>	_____
<u>Post Office Box 1876</u>	_____
<u>Tallahassee, FL 32302-1876</u>	_____

6. Check one:

- Documentation is attached.  
 Documentation will be provided with the recommendation.

DOCUMENT NUMBER-DATE  
**13204 OCT 17 01**  
FPSC-COMMISSION CLERK

1 RULES OF THE FLORIDA PUBLIC SERVICE COMMISSION

2  
3 01/03/01

4 CHAPTER 25-7

5 PART IV - GENERAL SERVICE PROVISIONS

6  
7 25-7.072 CODES OF CONDUCT

8 (1) Definition. Marketing Affiliate means an unregulated business  
9 entity that is a subsidiary of a gas utility or is owned by or  
10 subject to control by the gas utility's parent company, and sells  
11 gas at the retail level to a transportation customer on the gas  
12 utility's system.

13 (2) Application of Tariff Provisions. A gas utility will apply  
14 tariff provisions relating to gas transportation service in the same  
15 manner to similarly situated marketers, brokers, or agents, whether  
16 or not they are affiliated with the gas utility. In addition, a  
17 gas utility:

18 (a) will not, through a tariff provision or otherwise, give its  
19 Marketing Affiliate or its Marketing Affiliate's customers,  
20 preference over non-affiliated marketers or their customers in  
21 matters relating to gas transportation service or curtailment  
22 priority, specifically including the manner and timing of the  
23 processing of requests for transportation service;

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25  
CODING: Words underlined are additions; words in ~~struck~~  
~~through~~ type are deletions from existing law.

1 (b) will not disclose, or cause to be disclosed, to any  
2 marketer, broker or agent,

3 (1) previously non-public information about a customer  
4 without that customer's prior authorization, or

5 (2) previously non-public information the gas utility  
6 receives through its processing of requests for or  
7 provision of transportation service,

8 unless such information is contemporaneously made available to  
9 similarly situated market participants;

10 (c) will not share with its Marketing Affiliate any of its  
11 employees having direct responsibility for the day-to-day operations  
12 of a the gas utility's transportation operations, including  
13 employees involved in:

14 (1) receiving transportation service requests or tariff  
15 sales requests from customers (customer service  
16 inquiry employees);

17 (2) scheduling gas deliveries on a the gas utility's  
18 system;

19 (3) making gas scheduling or allocation decisions;

20 (4) purchasing gas or capacity; and

21 (5) selling gas to end users behind the city gate,  
22 and such employees will be physically

23 separated from the gas utility's Marketing  
24 Affiliate.

25  
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1 | (d) will charge the Marketing Affiliate the fully allocated  
2 | costs for any general and administrative and support services  
3 | provided to Marketing Affiliate.

4 | (e) will not condition or tie an offer or agreement to provide  
5 | a transportation discount to a customer to a requirement that the  
6 | gas utility's Marketing Affiliate is involved in the transaction.

7 | (f) will not give preference to its Marketing Affiliate  
8 | regarding temporarily available gas or capacity, but will make  
9 | temporarily available gas or capacity available to all similarly  
10 | situated market participants;

11 | (g) will maintain its books and records separately from those  
12 | of its Marketing Affiliate; and

13 | (h) may not promote or advertise its affiliate's relationship  
14 | with the utility nor allow the utility's logo or name to be used by  
15 | the affiliate in all forms of media.

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**Man-made emergency**” means an emergency caused by an action against persons or society, including, but not limited to, enemy attack, sabotage, terrorism, civil unrest, or other action impairing the orderly administration of government.

**Natural emergency**” means an emergency caused by a natural event, including, but not limited to hurricane, a tornado, a storm, a flood, severe wave action, a drought, or an earthquake.

**Political subdivision**” means any county or municipality created pursuant to law.

**Technological emergency**” means an emergency caused by technological failure or accident, including, but not limited to, an explosion, transportation accident, radiological accident, or chemical or other hazardous material incident.