

State of Florida



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** February 24, 2012  
**TO:** Ann Cole, Commission Clerk, Office of Commission Clerk  
**FROM:** Connie S. Kummer, Chief of Certification & Tariffs, Division of Economic Regulation *CSK*  
**RE:** Documents to be filed in Docket No. 110308-GU

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Please file the attached documents in Docket No. 110308-GU, Request by Peoples Gas System to modify Tariff Sheet 5.701 to add sections entitled "Limits of Company's Responsibilities" and "Continuity of Service." Thank you.

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DOCUMENT NUMBER-DATE

01044 FEB 24 2012

FPSC-COMMISSION CLERK

**Connie Kummer**

**From:** Ansley Watson, JR. [AW@macfar.com]  
**Sent:** Wednesday, February 22, 2012 1:59 PM  
**To:** Martha Brown; Connie Kummer  
**Cc:** 'Aldazabal, Carlos'; 'Floyd, Kandi M.'  
**Subject:** Docket No. 110308-GU - Peoples Gas Tariff Sheet No. 5.701  
**Attachments:** PGS Tariff Sheet 5.701 - legis & clean.pdf

Martha and Connie –

As directed by the Commissioners (in particular, Commissioner Brown) at the February 14 Agenda Conference on the Staff Recommendation in the above docket, I am attaching a modified Sheet 5.701 on which the "Continuity of Service" provision has been changed. The modification changes the last phrase of the provision to read ". . . , or for failure, as the result of an emergency or a Force Majeure event, to warn of interruption of Gas Service." We are hopeful this change addresses, and will resolve, the concern expressed by Commissioner Brown at the agenda conference with respect to the exclusion of liability for "failure to warn of interruption of Gas Service."

The attached Adobe file contains the sheet in both legislative and "clean" format.

Please let me know if there is anything further you will need with respect to this matter.

Many thanks,

**Ansley Watson, Jr.**  
 Macfarlane Ferguson & McMullen  
 One Tampa City Center  
 P.O. Box 1531 Tampa, FL 33601  
 201 N. Franklin Street Suite 2000  
 Tampa, FL 33602  
 Main: (813)273-4200  
 Direct: (813)273-4321  
 Mobile: (813)695-5900  
 Fax: (813)273-4396  
[aw@macfar.com](mailto:aw@macfar.com)  
[V Card](#) ♦ [Bio](#)

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## VII

### LIMITS OF COMPANY'S RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premises resulting from the Customer's Installation or the gas pipe, fittings, appliances and apparatus of any type of others on Customer's premises. The Company will not be responsible for the use, care or handling of Gas delivered to Customer after it passes from the Company's lines on the Customer's side of the Point of Delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the source, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to Customer.

Whenever Company deems an emergency or system operating condition warrants interruption, curtailment or other limitation of the Gas Service being rendered, such interruption, curtailment or other limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered as a result of such interruption, curtailment or other limitation of Gas Service, or excuse Customer from continuing to fulfill its obligations to Company.

## VIII

### CONTINUITY OF SERVICE

The Company will use reasonable diligence at all times to provide regular, uninterrupted Gas Service, and shall not be liable to the Customer for any fatality, injury to person, or loss of or damage to property arising from causes beyond its control or from the ordinary negligence of the Company, its employees, servants or agents, including, but not limited to, damages for complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in Gas flow, for delay in providing or restoring Gas Service, for termination of Gas Service, or for failure, as the result of an emergency or a Force Majeure event, to warn of interruption of Gas Service.

## IX

### LIMITATION ON CONSEQUENTIAL DAMAGES

Customer shall not be entitled to recover from Company any consequential, indirect, incidental or special damages, such as loss of use of any property 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 operations, or loss of goods or products.

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