

Writer's E-Mail Address: bkeating@gunster.com

May 19, 2015

HAND DELIVERY

Ms. Carlotta Stauffer, Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 RECEIVED FPSC

Re: Docket No. 150139-GU: Joint petition of Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities-Indiantown Division and the Florida Division of Chesapeake Utilities Corporation for approval of revisions to commercial natural gas vehicle service programs.

Dear Ms. Stauffer:

Enclosed for filing, please find the original and seven (7) copies of the Supplemental Petition of Florida Public Utilities Company, Florida Public Utilities Company-Indiantown Division, and Florida Division of Chesapeake Utilities Corporation for Approval of Revisions to Commercial Natural Gas Vehicle Service Programs. Included with this filing, are the following additional revised tariff pages in clean and legislative versions, reflecting changes to the Companies' service agreements consistent with the Companies' joint request filed on April 30, 2015:

Florida Public Utilities Company, Indiantown Division

Second Revised Sheet No. 100

Florida Public Utilities Company

Fifth Revised Sheet 37

Florida Public Utilities Company-Fort Meade

First Revised Sheet No. 65 Original Sheet No. 75.001

Florida Division of Chesapeake Utilities Corporation

First Revised Sheet No. 107 Original Sheet No. 108.001 Original Sheet No. 108.002

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Ms. Carlotta Stauffer, Clerk May 19, 2015 Page 2

As always, thank you for your assistance with this filing. Please do not hesitate to let me know if you have any questions whatsoever.

Sincerely,

Beth Keating

Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601 Tallahassee, FL 32301

(850) 521-1706

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Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Florida Public Utilities)	
Company, Florida Public Utilities Company-)	Docket No.: 150139-GU
Fort Meade, Florida Public Utilities-)	
Indiantown Division, and the Florida Division)	Filed: May 19, 2015
of Chesapeake Utilities Corporation for)	• ,
Approval of Revisions to Commercial Natural)	
Gas Vehicle Service Programs)	
	-	

Supplemental Petition of Florida Public Utilities Company, Florida Public Utilities

Company-Fort Meade, Florida Public Utilities-Indiantown Division and the Florida

Division of Chesapeake Utilities Corporation for Approval of

Revisions to Commercial Natural Gas Vehicle Service Programs

Florida Public Utilities Company, (herein "FPUC"), Florida Public Utilities Company-Fort Meade ("Fort Meade"), Florida Public Utilities-Indiantown Division ("Indiantown"), and the Florida Division of Chesapeake Utilities Corporation ("CHPK")(also referred to herein jointly as "Companies"), by and through their undersigned counsel, hereby file this Supplemental Petition, pursuant to Section 366.06, Florida Statutes, seeking approval from the Florida Public Service Commission ("FPSC" or "Commission") of additional tariff revisions consistent with the Companies' original request in this proceeding to make changes to the Companies' existing Commercial Natural Gas Vehicle ("NGV") and Natural Gas Vehicle Transportation ("NGVT") programs for each of the Companies. The additional minor tariff changes for which the Companies' seek approval are, as with the initial filing, consistent across the Companies. By this Supplemental Petition, the Companies seek approval of these additional minor changes to the tariffs to allow the Companies to offer an option to customers to elect a minimum "take" amount, in lieu of the possible assessment of a contribution in aid of construction should extension of service for a customer approach or exceed the Maximum Allowable Construction Cost ("MACC") set forth in the Companies' tariffs. The additional tariff changes reflected herein

update the Companies' customer service agreements to mirror the substantive tariff changes requested in this proceeding and make necessary adjustments to the form indices in the Companies' respective tariffs. In support of this supplemental request, the Companies hereby state that they rely upon and incorporate herein by reference in its entirety the Companies' Joint Petition submitted on April 30, 2015. The Companies further state that the Commission is vested with jurisdiction in this matter in accordance with Sections 366.04, 366.041, 366.05, and 366.06, Florida Statutes, pursuant to which the Commission is authorized to establish rates and charges for public utilities, including the relief requested herein. The Companies are unaware of any material facts in dispute in this regard.

TARIFF SHEETS

- 1) The Companies' submit as Attachment A to this Supplemental Petition the required revised tariff sheets (in legislative and clean formats) for the NGV Programs, reflecting the changes to the Companies' respective customer service agreement forms, for approval by the Commission.
- 2) As previously noted, the additional option for which the Companies seek approval will give the Companies another tool in the proverbial tool chest when discussing compressed natural gas as a competitive option to conventional motor fuels.
- 3) Moreover, this option will only be available in the event that incorporating a minimum service and payment commitment will result in the customer payments covering the cost to serve that customer. As such, existing customers will not be at risk of subsidizing service to the NGV customer.

Supplemental Petition of FPUC, Indiantown, and Chesapeake

4) The additional proposed revisions herein are in the public interest and will facilitate expansion of the Companies' service to new customers, which ultimately benefits the Companies' and their ratepayers.

WHEREFORE, Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities Company-Indiantown Division, and the Florida Division of Chesapeake Utilities Corporation respectfully request that the Commission approve these additional proposed revisions to the Companies' Commercial Natural Gas Vehicle and Natural Gas Vehicle Transportation tariff pages as set forth herein with an effective date of July 1, 2015.

RESPECTFULLY SUBMITTED this 19th day of May, 2015.

Beth Keating

Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601

Tallahassee, FL 32301

(850) 521-1706

Attorneys for Florida Public Utilities Company and the Florida Division of Chesapeake Utilities Corporation

ATTACHMENT A

Docket No. 150139-GU

Additional Tariff Pages/(Clean and Legislative Versions)

Florida Public Utilities Company, Indiantown Division Second Revised Sheet No. 100

Florida Public Utilities Company
Fifth Revised Sheet 37

Florida Public Utilities Company-Fort Meade First Revised Sheet No. 65 Original Sheet No. 75.001

Florida Division of Chesapeake Utilities Corporation

First Revised Sheet No. 107 Original Sheet No. 108.001 Original Sheet No. 108.002



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Issued by: Michael P. McMasters, John R. Schimkaitis, President Chesapeake Utilities Corporation

Natural Gas Service Agreement



Central Florida Gas

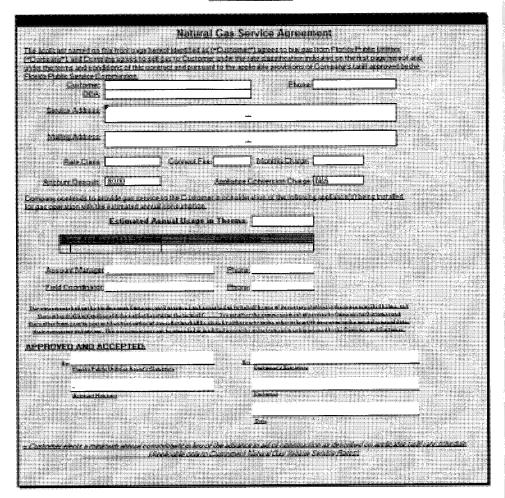
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Natural Gas Service Agreement



Central Florida Gas



<u>Issued by: Michael P. McMasters, President Chesapeake Utilities Corporation</u>

Effective:

Natural Gas Service Agreement (Continued)



Central Florida Gas

Natural Gas Service Terms and Conditions

The applicant named on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egrees and ingress to install mantials or remove its gas like and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as a now or may subsequently be law fully amended or superseded. If Customer falls or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfetted by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument construtes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and lability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmiess the other from any and all loss or damage sustained, and from any and all lability including injury to persons and properly incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Issued by: Michael P. McMasters, President Chesapeake Utilities Corporation

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Natural Gas Service Agreement (Continued)



Central Florida Gas

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Natural Gas Service Terms and Conditions

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<u>Issued by: Michael P. McMasters, President</u> <u>Chesapeake Utilities Corporation</u> Effective: