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OF COUNSEL
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April 30, 1998

HAND DELIVERY

Blanco Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

980599-BU

RE: Petition of Florida Public Utilities Company for Closure of Interruptible Service, Large Volume Interruptible Service, Interruptible Transportation Service and Large Volume Interruptible Transportation Service Rate Schedules

Dear Ms. Bayo:

Enclosed on behalf of Florida Public Utilities Company for filing is an original and 15 copies of a Petition of Florida Public Utilities Company for Closure of Interruptible Service, Large Volume Interruptible Service, Interruptible Transportation Service and Large Volume Interruptible Transportation Service Rate Schedules.

ACK _____ Please open a docket to consider this matter.

AFA _____
APP _____ Please process this Petition under the Commission's tariff approval procedures.

CAF _____
CMU _____ Please acknowledge receipt of the foregoing by stamping the enclosed extra copy of this letter and returning same to my
CTR _____ attention. Thank you for your assistance.

EAG _____ RECEIVED & FILED

LEG _____
LIN _____ 14
FPSC-BUREAU OF RECORDS

Sincerely,
Wayne L. Schiefelbein
Wayne L. Schiefelbein

OPC _____
RCH _____
SE : _____ WLS/cas
W'S _____ Enclosures

DOCUMENT NUMBER-DATE
04875 APR 30 98
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Public Utilities)
 Company for Closure of Interruptible Service,)
 Large Volume Interruptible Service,)
 Interruptible Transportation Service and)
 Large Volume Interruptible Transportation Service)
 Rate Schedules)

Docket No. -GU

Submitted for Filing:

April 30, 1998

PETITION OF FLORIDA PUBLIC UTILITIES COMPANY FOR CLOSURE OF INTERRUPTIBLE SERVICE, LARGE VOLUME INTERRUPTIBLE SERVICE, INTERRUPTIBLE TRANSPORTATION SERVICE AND LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULES

Florida Public Utilities Company ("FPUC" or "the Company"), by its undersigned attorneys, files this petition to close FPUC's Interruptible Service, Large Volume Interruptible Service, Interruptible Transportation Service and Large Volume Interruptible Transportation Service rate schedules to new business effective upon the date of the Commission's vote granting this petition.

FPUC seeks closure of these rate schedules for two primary reasons. First, in almost all of its service areas, the Company has achieved a more than adequate level of connected interruptible service load to meet the Company's requirements for operational reliability. Second, further additions to these rate schedules would unnecessarily reduce the level of revenues which the Company would otherwise collect, without providing meaningful benefit to FPUC and its general body of customers. Such revenue erosion would increase the likelihood of future rate increases for other classes of customers, with the greatest impact potentially being borne by those customers served under the Company's firm rate schedules. FPUC respectfully asks the Commission to approve the requested closure effective the date of the Commission's vote.

Attached hereto as Exhibit A are copies of tariff sheets for which FPUC seeks the Commission's

DOCUMENT NUMBER-DATE

04875 APR 30 88

FPSC-RECORDS/REPORTING

approval. Also attached as Exhibit B is a version of the revised tariff sheets in legislative format.

In further support of its petition, FPUC says as follows:

1. The name and address of the Petitioner is:

Florida Public Utilities Company
401 South Dixie Highway
West Palm Beach, FL 33401

2. The name and address of the person authorized to receive notices and communications

with respect to this petition is:

Wayne L. Schiefelbein, Esquire
Gatlin, Schiefelbein & Cowdery, P.A.
3301 Thomasville Road
Suite 300
Tallahassee, Florida 32312

FPUC also requests that a courtesy copy of all notices, orders and other communications with respect to this petition be furnished to the following:

Franklin C. Cressman
Chief Executive Officer
Florida Public Utilities Company
401 South Dixie Highway
Post Office Box 3395
West Palm Beach, FL 33402

Marc L. Schneidermann
Manager of Engineering and Gas Supply
Florida Public Utilities Company
401 South Dixie Highway
Post Office Box 3395
West Palm Beach, FL 33402

BACKGROUND

3. FPUC's Interruptible rates currently have fifteen (15) subscribing customers. Interruptible contracts were executed as follows: ten in 1979/1980, one in 1988, three in 1993/1994, and one in 1998. The Interruptible Service ("IS") rate and the Interruptible Transportation Service ("ITS") rate has a minimum consumption threshold of 120 therms per day and 15,000 therms per month, respectively. These rates are herein collectively referred to as small interruptible rates.

4. FPUC's Large Volume Interruptible Transportation Service ("LVITS") currently has one (1) subscribing customer, a municipal electric generator, who has been on this rate and similar rates since 1972. While the Large Volume Interruptible Service ("LVIS") rate does not have any subscribing customers, the Company requests keeping this comparable rate open in the event the LVITS customer requests converting back to FPU's sales service. Both rate schedules have annual minimum consumption thresholds of 12,000,0000 therms. These rates are herein collectively referred to as large interruptible rates.

5. The Company does not presently require alternate fuel back-up for any of its interruptible customers. The interruptible customers accept the risk of curtailment and cessation of operations in the event of a curtailment.

6. FPUC's total annual sales and deliveries of natural gas to its customer is typically divided as follows: firm at 62%, interruptible at 8% and large volume interruptible at 30%. The

proportion of current total interruptible load, representing nearly 40% of the Company's total load, is more than adequate to handle distribution system and pipeline system anomalies.

7. Prior to the open access of the pipeline system, Florida Gas Transmission ("FGT") had curtailed deliveries due to low system pressures. The pipeline has greatly improved the redundancies within its system, has installed loops around bottle-necks, implemented pipeline system balancing tools, and has improved the management of the pipeline. Also, since the last pipeline curtailments which affected FPU's customers, FPU has subscribed for capacity on the pipeline in adequate levels to meet current and future load patterns. This gives the Company and its customers capacity rights which were not available during the prior curtailment periods.

8. FPU has not experienced system-wide interruptions of customers since the 1970s. During the end of December 1989, FPU experienced the last pipeline curtailment in its history. This occurred on a day when freezing temperatures were realized in the most southern division located in Palm Beach County. Only one LVIS customer (who is now an LVITS customer) was curtailed. None of FPU's other interruptible customers were curtailed.

9. During 1997, FPU completed the installation of its DeLand South Gate Station. This station was installed to provide receipt point redundancy. Prior to the installation of the DeLand South Gate Station, customers at the southern tip of the distribution system voluntarily agreed to reduce their consumption during potentially critical periods. This allowed the Company to avoid curtailments within the DeLand district. Given the added flexibility realized by

the construction of the Deland South Gate Station, this sort of voluntary consumption reduction no longer benefits the Company or its general body of customers.

10. As of the date the DeLand South Gate Station was commissioned, FPU then had necessary delivery point redundancies in all of its distribution systems. FPU's West Palm Beach distribution system is served by seven (7) networked FGT receipt points, with Sanford and DeLand each served by two (2) networked FGT receipt points each.

PROPOSED CLOSURE OF RATE SCHEDULES IS, LVIS, ITS AND LVITS RATE
SCHEDULES

11. FPUC is proposing to close the IS, LVIS, ITS and LVITS rate schedules to all customers except for those customers already subscribing to any one of the aforementioned services as of date the Commission vote approving this petition. Customers under contract for IS and ITS service would be permitted to convert between the two services within the confines of FPUC's tariff and associated contractual obligations between each IS or ITS customer and FPUC. Likewise, similar conversion opportunities would be made available between the LVIS and LVITS customer(s).

12. As previously mentioned, the Company has not instituted curtailments in the recent past and has more than adequate interruptible resources to enable it to react reasonably to emergency situations which could hypothetically result in a curtailment. Since open access has

been adopted by FGT, the Company has subscribed for substantial firm pipeline capacity, has added to its original capacity subscription by participating in FGT's Phase III expansion and has augmented its natural gas supply portfolio to provide on-demand swing sources of capacity and natural gas supplies. Furthermore, FGT's Phase III expansion included a new major "west leg" pipeline, Mobile Bay pipeline, which now provides FPUC with significantly greater pipeline service reliability and contingencies.

13. These improvements, together with the current high level of FPUC's interruptible load, make further increases in the IS, LVIS, ITS and LVITS loads unnecessary and inconsistent with FPUC's efforts to provide adequate, reliable service in a cost-effective manner.

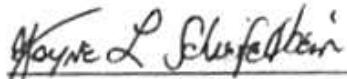
14. Customers already receiving interruptible service under Rate Schedules IS, LVIS, ITS and LVITS would not be affected by the proposed changes; by the special conditions of these rate schedules IS and ITS customers would be able to transfer between those two rates schedules. Similarly, LVITS and LVIS customers would be able to transfer between the LVITS and LVIS rate schedules. The general body of FPUC's existing customers will benefit by closure of the subject rate schedules. The closures would reduce FPUC's customers from future exposure to the allocation of additional fixed costs since additional interruptible services do not provide significant additional operational benefits and based on traditional ratemaking philosophies do not contribute to remunerating FPUC for its fixed operating expenses.

15. The Commission in Order PSC-95-1435-FOF-GU (Docket No. 951211-GU)

granted another regulated distributor, who was in a position comparable to FPUC, the right to close their interruptible sale and interruptible transportation rate schedules to new customers.

WHEREFORE, Florida Public Utilities Company prays the Commission will GRANT this Petition for the closure of Interruptible Service, Large Volume Interruptible Service, Interruptible Transportation Service and Large Volume Interruptible Transportation Service rate schedules, as described in the body of this Petition, and APPROVE Florida Public Utilities Company's requested tariff changes reflecting the closure of these rate schedules to become effective on the date of the Commission's vote disposing of this Petition.

Respectfully submitted this 30th day of April, 1998.



Wayne L. Schiefelbein
Florida Bar No. 265047
Gatlin, Schiefelbein and Cowdery, P.A.
3301 Thomasville Road
Suite 300
Tallahassee, Florida 32312
(850) 385-9996

Attorneys for Florida Public Utilities Company

Docket No.
Exhibit A

-GU

**PROPOSED TARIFF SHEETS FOR THE:
PETITION OF FLORIDA PUBLIC UTILITIES COMPANY FOR CLOSURE OF
INTERRUPTIBLE SERVICE, LARGE VOLUME INTERRUPTIBLE SERVICE,
INTERRUPTIBLE TRANSPORTATION SERVICE AND LARGE VOLUME
INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULES**

RATE SCHEDULE IS
INTERRUPTIBLE SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable for any non-residential purpose to commercial and industrial customers who contract for service under this rate schedule or Rate Schedule ITS as of (insert date of Commission vote approving petition for closure). This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. All gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Limitations of Service

Customer must contract for service under this schedule for minimum requirements of not less than 120 therms of gas per day.

Monthly Rate

Customer Charge:	\$ 240.00 per meter per month
Energy Charge: Non-Fuel	6.612 cents per therm

Minimum Bill

The minimum bill for each month shall be the Customer Charge plus the billing at the above Energy Charge for a quantity of gas equal to the product of the minimum daily quantity specified in the contract for such month multiplied by the number of days in such month that gas was available from the Company. In the event Company is unable on any day or days to deliver the quantity of gas designated as the Minimum Daily Purchase Quantity, Customer's minimum purchase obligation with respect to such day or days shall be the actual quantity of gas delivered by the Company on such day or days.

If, in any month, the quantity of gas purchased hereunder by the Customer should be less than the applicable minimum purchase obligation specified in the contract and as a consequence the Customer is required to pay for gas not taken, then and in that event the Customer shall be entitled to receive delivery from the Company of such gas paid for but not taken without further charge at any time within the remaining months of the contract year by taking gas in such months in excess of the minimum purchase obligation; but there shall be no carry over from one contract year to another contract year.

Continued on Sheet No. 30

RATE SCHEDULE LVIS
LARGE VOLUME INTERRUPTIBLE SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable for any non-residential purpose to commercial and industrial customers whose annual usage exceeds 12,000,000 therms who contract for service under this rate schedule or Rate Schedule LVITS as of (insert date of Commission vote approving petition for closure). This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. All gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Monthly Rate

Customer Charge: \$ 1,000.00 per meter per month

Energy Charge:
Non-Fuel 1.027 cents per therm

Minimum Bill

The minimum bill for each month shall be the Customer Charge plus the billing at the above Energy Charge for a quantity of gas equal to the product of the minimum daily quantity specified in the contract for such month multiplied by the number of days in such month that gas was available from the Company. In the event Company is unable on any day or days to deliver the quantity of gas designated as the Minimum Daily Purchase Quantity, Customer's minimum purchase obligation with respect to such day or days shall be the actual quantity of gas delivered by the Company on such day or days.

If, in any month, the quantity of gas purchased hereunder by the Customer should be less than the applicable minimum purchase obligation specified in the contract and as a consequence the Customer is required to pay for gas not taken, then and in that event the Customer shall be entitled to receive delivery from the Company of such gas paid for but not taken without further charge at any time within the remaining months of the contract year by taking gas in such months in excess of the minimum purchase obligation; but there shall be no carry over from one contract year to another contract year.

Continued on Sheet No. 32

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable to any existing Customer that qualifies for service under the Company's rate schedule IS and has title to gas that is made available for transportation service through the Company's distribution systems. As of (insert date of Commission vote approving petition for closure), this rate schedule is applicable only to customers served under this rate schedule and those served under Rate Schedule IS. This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Limitations of Service

The Customer's minimum transportation quantity through the Company's facilities must not be less than 15,000 therms per month to each of the Customer's meter location(s).

All gas transported through the Company's facilities must comply with minimum quality specification set forth in the General Terms and Conditions section within Florida Gas Transmission Company's natural gas tariff.

This transportation service is for natural gas transported through Florida Public Utilities Company's facilities only. The Customer under this rate is solely responsible for all costs related to purchasing and transporting the natural gas supply to Florida Public Utilities Company's gate station(s).

The Company shall determine if its existing delivery capacity and facilities are adequate to supply this transportation service. The Company will not be obligated to expand or construct new facilities for this service.

The Customer is required to provide, or cause to provide, to the Company a copy of the transporter's monthly invoice showing the thermal quantity of the gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

(Continued on Sheet No. 34.21)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable to any existing Customer that qualifies for service under the Company's rate schedule LVIS and has title to gas that is made available for transportation service through the Company's distribution systems. As of (insert date of Commission vote approving petition for closure), this rate schedule is applicable only to customers served under this rate schedule and those served under Rate Schedule LVIS. This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Limitations of Service

The Customer's minimum transportation quantity through the Company's facilities must not be less than 1,000,000 therms per month to each of the Customer's meter location(s).

All gas transported through the Company's facilities must comply with minimum quality specification set forth in the General Terms and Conditions section within Florida Gas Transmission Company's natural gas tariff.

This transportation service is for natural gas transported through Florida Public Utilities Company's facilities only. The Customer under this rate is solely responsible for all costs related to purchasing and transporting the natural gas supply to Florida Public Utilities Company's gate station(s).

The Company shall determine if its existing delivery capacity and facilities are adequate to supply this transportation service. The Company will not be obligated to expand or construct new facilities for this service.

The Customer is required to provide, or cause to provide, to the Company a copy of the transporter's monthly invoice showing the thermal quantity of the gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

(Continued on Sheet No. 34.31)

Docket No.
Exhibit B

-GU

**PROPOSED TARIFF SHEETS IN LEGISLATIVE FORMAT FOR THE:
PETITION OF FLORIDA PUBLIC UTILITIES COMPANY FOR CLOSURE OF
INTERRUPTIBLE SERVICE, LARGE VOLUME INTERRUPTIBLE SERVICE,
INTERRUPTIBLE TRANSPORTATION SERVICE AND LARGE VOLUME
INTERRUPTIBLE TRANSPORTATION SERVICE RATE SCHEDULES**

RATE SCHEDULE IS
INTERRUPTIBLE SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable for any non-residential purpose to commercial and industrial customers who contract for service under this rate schedule or Rate Schedule ITS as of (insert date of Commission vote approving petition for closure). This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. All gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Limitations of Service

Customer must contract for service under this schedule for minimum requirements of not less than 120 therms of gas per day.

Monthly Rate

Customer Charge:	\$ 240.00 per meter per month
Energy Charge: Non-Fuel	6.612 cents per therm

Minimum Bill

The minimum bill for each month shall be the Customer Charge plus the billing at the above Energy Charge for a quantity of gas equal to the product of the minimum daily quantity specified in the contract for such month multiplied by the number of days in such month that gas was available from the Company. In the event Company is unable on any day or days to deliver the quantity of gas designated as the Minimum Daily Purchase Quantity, Customer's minimum purchase obligation with respect to such day or days shall be the actual quantity of gas delivered by the Company on such day or days.

If, in any month, the quantity of gas purchased hereunder by the Customer should be less than the applicable minimum purchase obligation specified in the contract and as a consequence the Customer is required to pay for gas not taken, then and in that event the Customer shall be entitled to receive delivery from the Company of such gas paid for but not taken without further charge at any time within the remaining months of the contract year by taking gas in such months in excess of the minimum purchase obligation; but there shall be no carry over from one contract year to another contract year.

Continued on Sheet No. 30

RATE SCHEDULE LVIS
LARGE VOLUME INTERRUPTIBLE SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable for any non-residential purpose to commercial and industrial customers whose annual usage exceeds 12,000,000 therms, who contract for service under this rate schedule or Rate Schedule LVITS as of (insert date of Commission vote approving petition for closure). This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. All gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Monthly Rate

Customer Charge: \$ 1,000.00 per meter per month

Energy Charge:
Non-Fuel 1.027 cents per therm

Minimum Bill

The minimum bill for each month shall be the Customer Charge plus the billing at the above Energy Charge for a quantity of gas equal to the product of the minimum daily quantity specified in the contract for such month multiplied by the number of days in such month that gas was available from the Company. In the event Company is unable on any day or days to deliver the quantity of gas designated as the Minimum Daily Purchase Quantity, Customer's minimum purchase obligation with respect to such day or days shall be the actual quantity of gas delivered by the Company on such day or days.

If, in any month, the quantity of gas purchased hereunder by the Customer should be less than the applicable minimum purchase obligation specified in the contract and as a consequence the Customer is required to pay for gas not taken, then and in that event the Customer shall be entitled to receive delivery from the Company of such gas paid for but not taken without further charge at any time within the remaining months of the contract year by taking gas in such months in excess of the minimum purchase obligation; but there shall be no carry over from one contract year to another contract year.

Continued on Sheet No. 32

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable to any ~~new or~~ existing Customer that qualifies for service under the Company's rate schedule IS and has title to gas that is made available for transportation service through the Company's distribution systems. As of (insert date of Commission vote approving petition for closure), this rate schedule is applicable only to customers served under this rate schedule and those served under Rate Schedule IS. This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Limitations of Service

The Customer's minimum transportation quantity through the Company's facilities must not be less than 15,000 therms per month to each of the Customer's meter location(s).

All gas transported through the Company's facilities must comply with minimum quality specification set forth in the General Terms and Conditions section within Florida Gas Transmission Company's natural gas tariff.

This transportation service is for natural gas transported through Florida Public Utilities Company's facilities only. The Customer under this rate is solely responsible for all costs related to purchasing and transporting the natural gas supply to Florida Public Utilities Company's gate station(s).

The Company shall determine if its existing delivery capacity and facilities are adequate to supply this transportation service. The Company will not be obligated to expand or construct new facilities for this service.

The Customer is required to provide, or cause to provide, to the Company a copy of the transporter's monthly invoice showing the thermal quantity of the gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

(Continued on Sheet No. 34.21)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE

Availability

Available within the area served with gas by the Company.

Applicability

Applicable to any ~~new or~~ existing Customer that qualifies for service under the Company's rate schedule LVIS and has title to gas that is made available for transportation service through the Company's distribution systems. As of (insert date of Commission vote approving petition for closure), this rate schedule is applicable only to customers served under this rate schedule and those served under Rate Schedule LVIS. This rate schedule is closed to all other existing and new customers after (insert date of Commission vote approving petition for closure).

Limitations of Service

The Customer's minimum transportation quantity through the Company's facilities must not be less than 1,000,000 therms per month to each of the Customer's meter location(s).

All gas transported through the Company's facilities must comply with minimum quality specification set forth in the General Terms and Conditions section within Florida Gas Transmission Company's natural gas tariff.

This transportation service is for natural gas transported through Florida Public Utilities Company's facilities only. The Customer under this rate is solely responsible for all costs related to purchasing and transporting the natural gas supply to Florida Public Utilities Company's gate station(s).

The Company shall determine if its existing delivery capacity and facilities are adequate to supply this transportation service. The Company will not be obligated to expand or construct new facilities for this service.

The Customer is required to provide, or cause to provide, to the Company a copy of the transporter's monthly invoice showing the thermal quantity of the gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

(Continued on Sheet No. 34.31)