

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Public Utilities)
Company for approval of unbundled)
transportation service.)

Docket No. 000795-BU
Filed: June 30, 2000

PETITION FOR APPROVAL OF UNBUNDLED
TRANSPORTATION SERVICE

Florida Public Utilities Company (the Company), by and through its undersigned
counsel, requests approval of its proposed unbundled transportation service, and in
support states as follows.

- 1. The name, address, and telephone number of the petitioner are:

Florida Public Utilities Company
P. O. Box 3395
West Palm Beach, FL 33402-3395
(561) 838-1728

RECORDS AND
REPORTING

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- 2. The name, address, and telephone and fax numbers of the person

authorized to receive notices and communications with respect to this petition are:

Wayne L. Schiefelbein
Wiggins & Villacorta
P.O. Drawer 1657
Tallahassee, FL 32302
(850) 385-6007
(850) 385-6008 (fax)

- 3. The Company is a natural gas distribution utility subject to the regulatory

jurisdiction of this Commission as prescribed in Chapter 366, Florida Statutes. Its
substantial interests will be affected by the Commission's disposition of this Petition in
that such disposition will determine whether the Company will be authorized to provide
unbundled gas transportation service to its non-residential customers under terms and
conditions agreeable to it.

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4. The Commission recently adopted Rule 25-7.0335, Florida Administrative Code, effective April 23, 2000, which requires each local distribution company to offer the transportation of natural gas to all nonresidential customers. In order to meet that objective, each gas utility must file a transportation service tariff with the Commission by July 1, 2000. The Company's proposed compliance with the new rule is presented through this petition, and by the accompanying proposed transportation service tariff. The proposed tariff is submitted herewith both in final (Exhibit A) and legislative (Exhibit B) format.

5. The Company submits within its proposed tariff four rate schedules under which it would provide unbundled transportation service to its nonresidential customers (which currently total over 3,800) on an equal basis, regardless of size. Under these proposals, customers, excluding Rate Schedule LVITS customer and special contract customer(s), must select a Pool Manager that would be responsible for the purchasing and scheduling of natural gas for the customers' accounts. Each proposed transportation rate schedule corresponds to an existing sales service rate schedule.

6. The proposed General Service Transportation Service (GSTS) is an all new service. This service corresponds to the Company's General Service (GS) rate schedule. Approximately 2,900 of the Company's existing nonresidential customers receive sales service under the GS rate schedule. Eligibility for service under the GS and GSTS rate schedules would be available to any nonresidential customer for any purpose. No electronic measurement equipment would be required.

7. The proposed Large Volume Transportation Service (LVTS) is a variation of the existing LVTS rate schedule. The existing LVTS usage requirement of 15,000

therms per month, under which nine customers are currently being served, would be eliminated under the Company's proposal. LVTS service corresponds to the Company's Large Volume Service (LVS) rate schedule. The eligibility threshold for LVS service would continue at 500 therms per month for firm service. Approximately 900 customers currently receive service under the LVS rate schedule. LVTS customers whose annual consumption is or will be greater than 50,000 therms would be required to have electronic measurement equipment provided and installed by the Company. Approximately seventy (70) of the Company's existing customers, which represents forty (40) percent of the Company's daily throughput, would be affected.

8. The proposed Interruptible Transportation Service (ITS) is a variation of the existing ITS rate schedule. This service corresponds to the Company's Interruptible Service (IS) rate schedule. As of June 30, 1998, these rate schedules were closed to all new customers, and no change is proposed in that regard. Eight (8) customers currently receive ITS service; another seven (7) existing customers receive IS service. The existing usage threshold of 120 therms per day (43,800 therms annually) is unchanged. Service under this rate schedule would continue to be fully interruptible upon two hours notice to the customer. The existing requirement for customers to have electronic measurement equipment provided and installed by the Company is also retained.

9. Finally, the Company also proposes to continue its existing Large Volume Interruptible Transportation Service (LVITS). This service corresponds to the Company's Large Volume Interruptible Service (LVIS). The LVITS and LVIS rate schedules were also closed effective June 30, 1998, and no change is proposed in that regard. One (1) customer qualifies for and receives these services, which have an

eligibility threshold of annual usage exceeding 12 million therms. This customer is not required to elect a Pool Manager, and would not receive pipeline capacity from the Company. Service under this rate schedule would remain fully interruptible upon two hours notice to the customer. The existing requirement for this customer to have electronic measurement equipment provided and installed by the Company is also retained.

10. The requirement of Company-provided and installed electronic measurement equipment for customers with annual consumption in excess of 50,000 therms is essential. Company provided and installed electronic measurement equipment is necessary in order to protect the Company's investment in facilities and assure the proper operation of the Company's metering equipment. In addition, the Company must have electronic measurement equipment that can properly interface with the Company's electronic measurement software. Finally, the Company is requiring consistency in the type of electronic measurement equipment installed in order to minimize training and maintenance costs.

11. The Company intends to launch its unbundled transportation services as follows. Prior to the actual implementation date, the Company would provide all nonresidential customers with a brochure outlining the new services being offered, explaining the respective roles and responsibilities of the Company, the customer, and the Pool Manager, and providing a return postcard to request an enrollment kit. The brochure would explain that electing unbundled transportation service is entirely voluntary; the customer may remain a sales service customer if so desired. Upon request by a customer, the Company would mail an enrollment kit, which would include a Standard Commercial

Natural Gas Service Agreement (“SCNGSA”); instructions on completing the SCNGSA; answers to Frequently Asked Questions and a glossary of terms; a twelve-month consumption history of that customer; and a list of Company-approved Pool Managers. The customer would be responsible for making certain elections on the SCNGSA. The customer would be required to select a Pool Manager to service the customer’s account and to elect a daily delivery quantity. The daily delivery quantity elected will constitute the customer’s natural gas delivery obligation to the Company. Upon receipt of a duly executed SCNGSA, the Company will review the agreement for compliance with the terms of the tariff. The Company will verify that the SCNGSA was received ten (10) working days prior to the requested effective date of the requested service. In addition, the Company will review the customer’s election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by the customer’s historical consumption, additions of equipment or, in the case of a new customer, projected natural gas usage or historical consumption of a similarly situated customer. Finally, the Company will assure that the elected Pool Manager is listed on the Company’s List of Approved Pool Managers. If in compliance, the Company would execute the agreement. The customer would begin receiving unbundled transportation service on the date requested on the SCNGSA.

12. Under the Company’s proposal, each customer would be responsible for monitoring its own consumption as reflected on its monthly billing statements, and making the necessary adjustments as may be required from time to time to remain consistent with its daily delivery obligation under the SCNGSA. Customers may submit a DDQ Change Request Form to effectuate a change in their Daily Delivery Quantity. A

duly executed DDQ Change Request Form must be received by the Company no less than ten (10) working days prior to the effective date of the requested change. Customers requesting a twelve-month consumption history to assist in making such changes would be charged a fifteen (\$15) dollar fee.

13. Under the Company's proposal, customers may also elect a new Pool Manager by submitting a Pool Manager Change Request Form. A duly executed Pool Manager Request Form must be received by the Company no less than ten (10) working days prior to the effective date of the requested change. Customers electing to change their Pool Manager during an annual period would be charged a fifty (\$50) dollar fee.

14. Under the Company's proposed Pool Manager Service under Rate Schedule PM, any marketer, broker, or other third party supplier of natural gas who desires to sell natural gas on the Company's distribution system may act as a Pool Manager upon meeting the Company's creditworthiness requirement. The Company would thereunder require proposed Pool Managers to provide written documentation of their ability to acquire firm transportation capacity (FTS-1 and FTS-2) on Florida Gas Transmission Company's pipeline system. Upon meeting this creditworthiness requirement, and upon execution of a Pool Manager Agreement, the marketer, broker, or other third party supplier of natural gas would be included on the Company's list of approved Pool Managers.

15. Pool Managers would be required to make deliveries to the Company equal to the sum of the Daily Delivery Quantity, plus applicable shrinkage, by citygate, for each customer being served by the Pool Manager, rounded to the next greatest dekatherm. This would serve as the Pool Manager's Daily Delivery Requirement to the

Company. The Company would release pipeline capacity to the Pool Manager equal to the sum of the maximum Daily Delivery Quantity in each of Florida Gas Transmission Company's capacity seasons, plus applicable shrinkage, for each Customer being served by Pool Manager, rounded to the next greatest dekatherm. The Company would release pipeline capacity based upon the Company's pipeline capacity portfolio and the geographic location of the Pool Manager's customers. If the Pool Manager should fail to make deliveries of natural gas equal to its Daily Delivery Requirement, the Company would assess a fifteen (\$15) dollar per dekatherm charge against the Pool Manager. This charge would serve as the final resolution of the Pool Manager's failure to deliver its Daily Delivery Requirement; that is to say, no other credit for overdeliveries or penalty for underdeliveries would apply. By 5:00 p.m. Eastern Clock Time each working day, the Company would inform the Pool Manager via e-mail of the Pool Manager's Daily Delivery Requirement by citygate for at least the next two days. Each Pool Manager would be assessed a one hundred (\$100) dollar per month charge.

16. The Pool Manager would be responsible for resolving customer imbalances with the Company. The Company would aggregate the imbalances of the Pool Manager's customers and cash-out the net imbalance with Pool Manager. The Pool Manager will also receive a credit for the difference between its Daily Delivery Requirement and the sum of the Daily Delivery Quantity, plus applicable shrinkage, for each customer being served by the Pool Manager. The Company would render invoices for the aforementioned charges on a monthly basis, with payment due within ten (10) working days of the date of mailing. This relatively accelerated payment requirement is consistent with industry standards for wholesale natural gas transactions.

17. A Pool Manager may terminate service to a customer upon providing the Company with a duly executed Pool Manager Termination of Service Notice Form thirty (30) working days prior to the required termination date. Customers who are terminated by their Pool Manager would have ten (10) working days prior to said termination date to provide the Company with a Pool Manager Change Request Form electing a new Pool Manager. If the customer fails to provide a Pool Manager Change Request Form in a timely manner, the customer would revert to the corresponding sales service for the balance of the term of his or her SCNGSA. A customer electing a new Pool Manager outside of the indicated period would effectively have the ability to game current market rates for natural gas against the Company's Purchased Gas Adjustment ("PGA"). A customer's ability to switch routinely between sales service and transportation service would serve to harm sales service customers by unfairly taking advantage of the over/under recovery mechanisms in the PGA.

18. The Company proposes that all customers required to have electronic measurement equipment provided and installed by the Company would be assessed a monthly Transportation Administration Charge of fifty-four (54) dollars per month. This charge was approved in the Company's last rate case, effective May 6, 1995. All other customers would be assessed a Non-monitored Transportation Administration Charge, billed on a per therm basis and applied to the customer's actual consumption. The Company would appreciate assistance from Commission staff in developing the amount of this Non-monitored Transportation Administration Charge.

19. The Company also proposes that it be authorized to accrue expenses, including implementation expenses, associated with its offering of unbundled

transportation service to nonresidential customers. These expenses include, but are not limited to, any hardware and software expenses for systems to implement and provide unbundled transportation service; Company employee expenses incurred to offer unbundled transportation service; all costs incurred in the rule development and rulemaking in Docket No. 960725-GU, including attorney's fees; all costs incurred in the instant docket, including attorney's fees; and any other expenses directly related to the offering of unbundled transportation service. Such expenses would be recovered by the Company through a Transportation Cost Recovery Clause ("TCR") applicable to all nonresidential customers except for Large Volume Interruptible Transportation Service customers and any other customers which receive service under special contract.

20. The Company has approximately 3,800 commercial customers who would be eligible to elect unbundled transportation service. The Company expects to be able to accommodate the conversion of five hundred (500) customers per month. Customers would be converted on a first (valid) request received, first served basis.

21. It is essential that the Commission allow the Company to defer the implementation date of its proposed unbundled transportation program to August 1, 2001. The Company is in the process of installing a totally new Customer Information System called the Orcom System. This project is expected to be operational on October 2, 2000. The Orcom programmers and the Company's own in-house team expect to need six months for initial debugging and modifications to the overall CIS system while the system is in operation. At that time, the programmers would be able to start the programming necessary to implement the proposed unbundled transportation service, followed by a short period of time for debugging that new program. Based on the

foregoing, the Company anticipates that it would be capable of properly beginning the conversion of sales customers to unbundled transportation service on August 1, 2001.

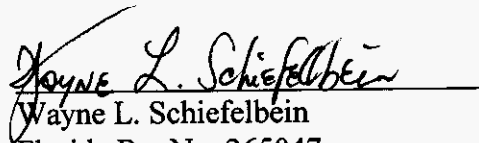
22. The Company has also included within the proposed tariff submitted herewith certain miscellaneous tariff revisions unrelated to unbundled transportation service. These miscellaneous tariff revisions are necessary in order to either correct definitions or to reflect more current usage within the industry, to update the identification of service territories, and to bring the tariff current on the Company's standard forms. The Company also proposes a new provision designed to encourage alternative methods of dispute resolution, for unbundled transportation service, and generally.

23. Given the complexity and, in some cases, the novelty of the Company's proposals; and the Company's expectation that Commission Staff and the Company will work together to attempt to achieve a mutually acceptable framework for the Company's provision of unbundled transportation services, this petition, and the accompanying proposed tariff, are specifically not proposed pursuant to the Commission's standard tariff approval procedures, and the Company hereby waives any entitlement that it may have to the time limitations for Commission action on its proposed transportation tariff. The Company instead respectfully requests that its petition be processed using the Commission's proposed agency action procedures.

Wherefore, Florida Public Utilities Company requests that the Commission process this petition and the accompanying proposed tariff using the Commission's proposed agency action procedures; issue an order approving this petition and its proposed unbundled transportation service tariff, with an implementation date no earlier

than August 1, 2001; approve the miscellaneous proposed tariff revisions unrelated to unbundled transportation service; and grant such other relief that may be appropriate.

Dated: June 30, 2000

A handwritten signature in cursive script, reading "Wayne L. Schiefelbein", is written over a solid horizontal line.

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Attorneys for Florida Public
Utilities Company

Exhibit A

Florida Public Utilities Company

Proposed Tariff Revisions

Final Format

TERRITORY SERVED

As indicated on the System Maps, the Company operates three noncontiguous natural gas distribution systems.

In Palm Beach County, the Company's natural gas operations are located in the eastern portion of the County. Franchised service areas include the municipalities of Lake Park, Riviera Beach, Palm Beach Shores, Mangonia Park, West Palm Beach, Palm Beach, South Palm Beach, Lake Worth, Lake Clarke Shores, Lantana, Greenacres City, Boynton Beach, Highland Beach, Delray Beach, Hypoluxo, North Palm Beach, Palm Springs, Atlantis, Manalapan, and Boca Raton. The Company also operates in area adjacent to these franchised incorporated areas. Gas service is supplied to all of the Palm Beach County Service area through an interconnected distribution system.

The Company's Mid-Florida Division is comprised of the Sanford and DeLand Districts. The Sanford District serves the City of Sanford, Longwood, Winter Springs, Lake Mary and adjacent territory in Seminole County, Florida. The DeLand District serves the City of DeLand, Orange City, DeBary, Deltona and adjacent territory in Volusia County, Florida.

TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company - Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant - any Person applying for gas service from the Company at one location.
- C. Customer - any Person receiving gas service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification -
- (1) Residential Service - service to Customer supplied for (a) residential purposes in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or sleeping place of one (1) or more persons; (b) rooming houses of less than seven (7) rooms for rent; (c) for commercial and residential use on the same premises where the commercial use is less than twenty-five percent (25%) of total; (d) multiple billed master-metered multi-family dwellings.
- Residential service shall also include service in commonly owned facilities in residential condominium, cooperative apartment, and homeowner association buildings subject to the following criteria:
1. 100% of the service is used exclusively for owner's or co-owner's benefit.
 2. None of the service is used in any endeavor which sells or rents a commodity or provides a service for a fee.
 3. Each point of delivery will be separately metered and billed.
 4. A responsible legal entity is established as the customer to whom the Company can render its bills and said services.
- (2) Commercial Service - service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
- (3) Industrial Service - service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., extractive, fabricating or processing activities.)

(Continued to Sheet No. 9)

TECHNICAL TERMS AND ABBREVIATIONS
(Continued from Sheet No. 8)

- E. **Service Line** - all piping between the main tap up to and including the first valve or fitting of the meter or regulator setting.
- F. **Meter and/or Regulator Setting** - all piping and fittings between the Service Line and the outlet side of Company's meter.
- G. **House Piping** - all piping and fittings past or downstream of Company's meter.
- H. **Standard Delivery Pressure** - as measured at the outlet of meter on Customer's premises shall not be less than three inches (3") nor more than twelve inches (12") water column.
- I. **Flowing Temperature** - the arithmetical average of the temperature of the gas flowing through the meters as recorded by a recording thermometer installed at the point of measurement. Where such installations is not provided, the flowing temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.
- J. **Atmospheric Pressure** - fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in atmospheric pressure from time to time.
- K. **Cubic Foot** - for the purposes of measurement herein shall have the following meaning:
- (1) When gas is metered at the Standard Delivery Pressure, a cubic foot of gas shall be defined as the volume of gas which, at the temperature and pressure existing in the meter, occupies one (1) cubic foot.
 - (2) When gas is metered at other than the Standard Delivery Pressure, a cubic foot shall be defined as the volume of gas which, at a flowing temperature of sixty degrees Fahrenheit (60° F.) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch, occupies one (1) cubic foot and meter readings will be adjusted to such temperature and pressure base.
 - (3) When measurement is by means of orifice meters, volumes shall be computed in accordance with the joint Bureau of Standards, A.G.A., A.S.M.E. specifications published April 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association, and any modifications and amendments thereof.

(Continued to Sheet No. 10)

TECHNICAL TERMS AND ABBREVIATIONS
(Continued from Sheet No. 9)

- L. CCF - one hundred (100) cubic feet of gas.
- M. MCF - one thousand (1,000) cubic feet of gas.
- N. BTU or British Thermal Unit - the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1° F.) at sixty degrees Fahrenheit (60° F.).
- O. Therm - one hundred thousand (100,000) British Thermal Units.
- P. Day - a period of twenty-four (24) consecutive hours beginning and ending at 10:00 A.M. Eastern Clock Time.
- Q. Month - the period between and two (2) regular readings of Company's meters at approximately thirty (30) day intervals.
- R. Year - a period of three hundred sixty-five (365) consecutive days except that in a year having a date of February twenty-nine (29) such year shall consist of three hundred sixty-six (366) consecutive days.
- S. Total Heating Value - the number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60° F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32° F.) and under standard gravitational force (acceleration 980.665 centimeters per second per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

(Continued to Sheet No. 10.1)

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Sheet No. 10)

Company will determine a monthly average heating value of natural gas to be effective as of the first day of each month. Said monthly average heating value will be in effect on a calendar month basis. It will reflect the average monthly heating value of the natural gas delivered to Company by its pipeline supplier during the next immediately preceding calendar month.

- T. Pool Manager - any Person who has been engaged by one or more Customer(s) to be responsible for the delivery of natural gas to the Company's Citygate(s) for such Customer(s).
- U. Person - any corporation, whether public or private; company; individual; firm; partnership; or association.
- V. Daily Delivery Quantity - daily amount of natural gas, in Therms, elected by Customer to be delivered for their account.
- W. Billing Period Delivery Quantity - sum of Customer's Daily Delivery Quantities between meter reading dates, less Company Shrinkage.
- X. FGT - Florida Gas Transmission Company
- Y. Citygate - Physical connection of facilities between Company and Florida Gas Transmission Company.
- Z. Working Day - the days Monday through Friday, exclusive of Company Holidays, unless notified otherwise.
- AA. FERC - Federal Energy Regulatory Commission

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Issued by: J. T. English, President & CEO

Effective:

RULES AND REGULATIONS (Continued)

4. The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with subsection (2) (a).

(3) Where individual metering is not required under Subsection (2)(a)3 and master metering is used in lieu thereof, sub-metering may be used by customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by Company plus applicable taxes and fees to customer of record responsible for the master meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master meter, the cost for billing, and other such costs.

20. Settlement of Disputes

- A. The following applies to Customers executing the Standard Commercial Natural Gas Service Agreement (the "Agreement"):

except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to the Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under the Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

RULES AND REGULATIONS (Continued)

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

- B. The foregoing provisions regarding alternative dispute resolution procedures may apply to all other customers, but only by mutual consent between the Customer and the Company.

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RATE SCHEDULE PM
POOL MANAGER SERVICE

Applicability

The provisions of this Rate Schedule shall apply to each broker, marketer or other third party supplier (collectively "Pool Manager") of natural gas that wishes to act as agents for the purpose of purchasing and scheduling natural gas for Customers electing transportation services. Pool Managers desiring to provide service to Customers will be required to sign a Pool Manager Agreement in which they will agree to be bound by the terms and conditions of the Company's F.P.S.C. Gas Tariff.

Term of Contract

The term of the Pool Manager Agreement shall be at least one (1) year and from month to month thereafter unless terminated upon sixty (60) days written notice.

Creditworthiness

Pool Manager shall provide documentation of Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT. Documentation may include a letter from FGT stating Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT or a copy of Pool Manager's FTS-1 Service Agreement and FTS-2 Service Agreement with FGT. Upon meeting Company's standards for creditworthiness, Company will include Pool Manager on Company's List of Approved Pool Managers. Company shall not be required to permit any Pool Manager who fails to provide the above referenced documentation to sell natural gas on Company's distribution system.

Capacity Relinquishment

Pool Manager will be required to accept a Capacity Relinquishment as defined in Capacity Relinquishment and Recall section of the transportation service rate schedules (Rate GSTS, LVTS, and ITS). Failure to accept Capacity Relinquishment by Pool Manager may result in curtailment of service to Customers being served by Pool Manager.

Supplying Gas for Delivery

Pool Manager shall be responsible for purchasing the natural gas to be delivered for Customers served by the Pool Manager and for causing the same to be delivered to the Company's Citygate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of FGT's FERC Gas Tariff to effectuate such delivery of natural gas.

(Continued to Sheet No. 33.1)

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33)

Force Majeure

Except for making payments due, neither the Company nor the Pool Manager shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Neither party will be entitled to the benefit of the force majeure provision hereof under either or both of the following circumstances: (A) to the extent that the failure was caused by the party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or (B) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Daily Delivery Requirement

Company will calculate the Pool Manager's Daily Delivery Requirement by summing the Daily Delivery Quantity, plus applicable Shrinkage, by Citygate for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. By 5:00 p.m. Eastern Clock Time each Working Day, the Company will inform Pool Manager via e-mail of Pool Manager's Daily Delivery Requirement by Citygate for at least the next two Days.

The Company shall assess the Pool Manager a \$15.00 per MMBtu charge for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

Each Pool Manager warrants that it will have at the time it delivers or causes the delivery of natural gas into the Company's distribution system good title or good right to deliver the Gas. Each Pool Manager warrants that the natural gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the natural gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

(Continued to Sheet No. 33.2)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33.1)

Responsibility for Natural Gas

The Company and the Pool Manager shall be jointly and severally liable for the natural gas while it is in the Company's distribution system between Company's Citygate(s) and the point of delivery to the Customer. The Pool Manager shall be solely liable for the natural gas until it is delivered to Company's Citygate(s). The party or parties thus responsible for the natural gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pool Manager shall indemnify the Company for all injury, damage, loss or liability of the Company caused by Pool Manager's delivery of natural gas not complying with the Natural Gas Quality section below.

Natural Gas Quality

All natural gas delivered, or caused to be delivered, into Company's distribution system by or on behalf of a Pool Manager will be merchantable and shall conform to the natural gas quality specifications set forth in FGT's FERC Gas Tariff.

Monthly Rate

Customer Charge	\$100.00 per month per Pool Manager
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Billing

The Company shall render to a Pool Manager on or before the 20th Calendar Day of each Month a bill for Pool Manager's monthly Customer Charge and for all imbalance charges as defined in Billing Adjustments during the preceding Month.

Payment

Pool Manager shall pay the Company the amount due under any bill from the Company within ten (10) Days after receipt by the Pool Manager of the bill from the Company. The Company may at its option require the Pool Manager to make payment of any bill by electronic transfer within such ten (10) Day period. Any bill not paid within such ten (10) Day period shall bear interest at the rate of one and one-half percent (1.5%) per Month.

Billing Disputes

Pool Manager may dispute the amount of any bill by notifying the Company within sixty (60) days of receipt by the Pool Manager of the bill from the Company. If a Pool Manager in good faith disputes the amount of any bill, the Pool Manger shall nevertheless pay to the Company the amount of such bill. Company shall have thirty (30) days to resolve such disputes with Pool Manager and will refund to Pool Manager any amount resolved in favor of Pool Manager within ten (10) days of such resolution.

Termination of Service

Pool Manger will be responsible for providing Company with a duly executed Pool Manager Termination of Service Form (See Tariff Sheet No. 36.013) not less than thirty (30) Working Days prior to the Pool Manager's desired date for termination of service to Customer. Pool Manager will be required to obtain the signature of a duly authorized representative of Customer acknowledging Pool Manager's termination of service to Customer.

RATE SCHEDULE GSTS
GENERAL SERVICE 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 GS.

Character of Service

Transportation of Customer-purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

(Continued to Sheet No. 34.02)

RATE SCHEDULE GSTS
GENERAL SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.01)

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge:	Equal to Rate GS Customer Charge – See Sheet No. 24
Energy Charge: Non-Fuel	Equal to Rate GS Energy Charge – See Sheet No. 24
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 35

Requests for Service

Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

(Continued to Sheet No. 34.03)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE GSTS
GENERAL SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.02)

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RATE SCHEDULE LVTS
LARGE VOLUME 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 LVS.

Character of Service

Transportation of Customer-purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

(Continued to Sheet No. 34.11)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.10)

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

Service must be of a non-seasonal nature. Use must exceed 500 therms in each and every month of the year.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

A Customer whose consumption is or will be greater than or equal to 50,000 therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement equipment.

(Continued to Sheet No. 34.12)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.11)

Monthly Rate

Customer Charge:	Equal to Rate LVS Customer Charge See Sheet No. 28 plus \$82.50 per meter per month for Customers required to have electronic measurement equipment.
Energy Charge: Non-Fuel Transportation	Equal to Rate LVS Energy Charge See Sheet No. 28
Administration Charge:	\$ 54.00 per meter per month for Customers required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum bill for each month shall be the Customer Charge and the Transportation Administration Charge plus the billing at the above Energy Charge for a quantity of gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other billing Adjustments:	See sheets beginning with Sheet No. 35

(Continued to Sheet No 34.13)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.12)

Requests for Service

Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

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. As of June 30, 1998, 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 June 30, 1998.

Character of Service

Transportation of Customer purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

(Continued to Sheet No. 34.21)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.20)

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

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

Interruption of Service

All gas transported 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, in which case, less notice may be given.

The Company, at its sole discretion, may use the Customer's gas supply during a period of transportation interruption. The Company will replace such natural gas quantities used by the Company with equal quantities of natural gas as soon as its is operationally practicable after the interruption ceases.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement equipment.

(Continued to Sheet No. 34.22)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.21)

Monthly Rate

Customer Charge:	Equal to Rate IS Customer Charge See Sheet No. 29
Energy Charge: Non-Fuel	Equal to Rate IS Energy Charge See Sheet No. 29
Transportation Administration Charge:	\$ 54.00 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum bill for each month shall be the Customer Charge and the Transportation Administration Charge plus the billing at the above Energy Charge for a quantity of gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule
All other billing Adjustments:	See sheets beginning with Sheet No. 35

(Continued to Sheet No 34.23)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.22)

Requests for Service

Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

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. As of June 30, 1998, 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 June 30, 1998.

Character of Service

Transportation of Customer purchased natural gas from Company's Citygate(s) to Customer's service address. Customer's gas supplier is not required to provide service to Customer under Rate Schedule PM.

(Continued to Sheet No. 34.31)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.30)

Interruption of Service

All gas transported 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.

The Company, at its sole discretion, may use the Customer's gas supply during a period of transportation interruption. The Company will replace such natural gas quantities used by the Company with equal quantities of natural gas as soon as its is operationally practicable after the interruption ceases.

Nominations

The Customer is required to furnish to the Company prior to commencement of, or changes to, deliveries to the Company's gate stations, a nomination detailing natural gas volumes to be transported through the Company's facilities. The Company will determine the amount of lead time it requires for such nominations.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement equipment required by the Company necessary to monitor the daily quantity of gas transported by the Company to that Customer. The Customer must grant access to a voice grade telephone line to the Company 24 hours per day as well as 110 volt A.C. power. The costs associated with maintenance of the telephone equipment between network interface and Company's electronic measurement equipment if distance is greater than fifty (50) feet and electrical power will be the sole responsibility of the Customer.

(Continued to Sheet No. 34.32)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.31)

Monthly Rate

Customer Charge:	Equal to Rate LVIS Customer Charge See Sheet No. 31
Energy Charge: Non-Fuel	Equal to Rate LVIS Energy Charge See Sheet No. 31
Transportation Administration Charge:	\$ 54.00 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

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

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

(Continued to Sheet No 34.33)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.32)

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:

Not applicable to this rate except for quantities of LVIS gas supplied by the Company to the Customer (see Sheet No. 35).

All other billing Adjustments: See sheets beginning with Sheet No. 35

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

BILLING ADJUSTMENTS

Applicability

Gas service under all rate schedules which specify that the rates are subject to adjustment in accordance with the provisions of the "Billing Adjustments" Rider.

Purchased Gas Cost Recovery Factor - Traditional Customers Only

The energy charge of the Monthly Rate for gas supplied in any billing period shall be adjusted by the Company's expected weighted average costs of gas (WACOGs). The WACOGs may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the 12-month periods of January through December, in accordance with the methodology adopted by the Commission on May 19, 1991, in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for customers using the gas supply solely for the generation of electricity), and rounded to the nearest \$.00001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

The purchased gas cost recovery factor approved by the Commission for the billing months of January 2000 through December 2000 is 50.050 cents per therm.

The purchased gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current month's WACOGs may be adjusted for prior months' differences between projected and actual costs of gas purchased, but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve month period, in accordance with the methodology adopted by the Florida Public Service Commission on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the Florida Public Service Commission.

Taxes and Other Adjustments

There will be added to all bills rendered, all applicable local utility and franchise taxes and state sales taxes presently assessed by any duly authorized governmental authorities, as well as any future changes or new assessments by and duly authorized governmental authorities subsequent to the effective date of any rate schedule.

(Continued to Sheet No. 35.1)

Issued by: J. T. English, President & CEO

Effective:

BILLING ADJUSTMENTS
(Continued from Sheet No. 35)

Imbalance Adjustments – Pool Manager

The following billing adjustments apply only to Rate Schedule PM.

Pool Manager Imbalances

It is the intent of the Company that the monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall equal to the actual monthly delivery by Company to Customer. This monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall be referred to as Billing Period Delivery Quantity. If the Billing Period Delivery Quantity does not equal the actual monthly delivery by Company to Customer, a long or short imbalance is created.

Whenever the Billing Period Delivery Quantity is greater than the actual monthly delivery by Company to Customer a long imbalance is created. Conversely, whenever the Billing Period Delivery Quantity is less than the actual monthly delivery by Company to Customer a short imbalance is created.

Company will aggregate the short imbalances and long imbalances of Customers by Pool Manager. This net quantity shall be referred to as the Pool Manager Imbalance.

Whenever the Pool Manager Imbalance is a short position a Pool Manager Short Imbalance is created. Conversely, whenever the Pool Manager Imbalance is a long position a Pool Manager Long Imbalance is created.

- A. **Pool Manager Short Imbalance**
Company shall sell to Pool Manager the necessary gas supplies to meet the Pool Manager Short Imbalance in accordance with the Imbalance Billing Adjustments - Pool Manager section of this tariff.

- B. **Pool Manager Long Imbalance**
Company shall retain all gas supplies resulting from a Pool Manager Long Imbalance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

(Continued to Sheet No. 35.2)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.1)

In addition, Company will credit Pool Manager for the variance between Pool Manager's Daily Delivery Requirement and the sum of the Daily Delivery Quantity for each Customer being served by Pool Manager. This variance will be referred to as Pool Manager Monthly Delivery Variance. Company shall retain all gas supplies resulting from a Pool Manager Monthly Delivery Variance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

Imbalance Adjustments – Rate Schedule LVITS

The following billing adjustments apply only to Rate Schedule LVITS.

Daily Imbalances

It is the intent of the Company that the actual daily receipts of natural gas by Company for Customers, less Company shrinkage, shall be equal to the actual daily delivery by Company to Customer. If Customer causes the actual receipts, less Company Shrinkage, to not equal the actual daily delivery by Company to Customer a long or short imbalance will be created.

Whenever the actual daily receipts, less Company shrinkage, is greater than the actual daily delivery by Company to Customer a long imbalance is created. Conversely, whenever the actual daily receipts, less Company shrinkage, is less than the actual daily delivery by Company to Customer a short imbalance is created.

Company, from time to time, at its sole option may permit each Customer to net its daily short and/or long imbalances. Each day's quantity available for netting will not exceed 25% of the actual daily receipts, less Company shrinkage. These quantities shall be referred to as Allowed Netted Imbalances.

Whenever the monthly sum of all Allowed Netted Imbalances is a short position a Monthly Allowed Netted Imbalance – Short Imbalance is created. Conversely, whenever the monthly sum of all Allowed Netted Imbalances is a long position a Monthly Allowed Netted Imbalance – Long Imbalance is created.

Company may request Customer(s) to adjust their actual daily receipts, less Company shrinkage, and/or actual daily delivery to assist in balancing the Company's total daily gas supply portfolio. Company shall permit Customer(s) to net up to 100% of such long and/or short imbalance caused by the Company's requirement over a period not to exceed thirty (30) days or any other period of time mutually agreed to by and between Company and Customer(s) at no additional charge(s) to Customer(s).

A. **Monthly Allowed Netted Imbalance – Short Imbalance**

Company shall sell to Customer the necessary gas supplies to meet Customer's Monthly Allowed Netted Imbalance – Short Imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

(Continued to Sheet No. 35.3)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.2)

- B. **Monthly Allowed Netted Imbalance – Long Imbalance**
Company shall retain all gas supplies resulting from a Monthly Allowed netted Imbalance – Long Imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.
- C. **Daily Authorized Short Imbalance**
A daily authorized short imbalance will occur whenever Customer causes a short imbalance, in excess of the quantities available for netting, to be created and the Company has not notified Customer of a restriction on gas consumption.

Company shall sell to Customer the necessary gas supplies to meet Customers daily authorized short imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.
- D. **Daily Authorized Long Imbalance**
An daily authorized long imbalance will occur whenever Customer causes a long imbalance, in excess of the quantities available for netting, to be created and the Company has not notified Customer of a restriction on gas consumption.

Company shall retain all gas supplies resulting from a authorized long imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.
- E. **Daily Unauthorized Short Imbalances**
An unauthorized short imbalance will occur whenever Customer causes a short imbalance to be created and the Company has notified Customer of a restriction on gas consumption. Unauthorized Short Imbalance charge shall apply whenever Customer receives notification of a restriction on gas consumption and Customer's actual daily deliveries exceed their actual daily receipts, less Company shrinkage, by 2%.

Company shall sell to Customer the necessary gas supply to meet Customer's unauthorized short imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.
- F. **Daily Unauthorized Long Imbalances**
An unauthorized long imbalance will occur whenever Customer causes a long imbalance to be created and the Company has notified Customer of a restriction on gas consumption. Unauthorized Long Imbalance credits shall apply whenever Customer receives notification of a restriction on gas consumption and Customer's actual daily deliveries is less than their actual daily receipts, less Company shrinkage, by 2%.

(Continued to Sheet No. 35.4)

Issued by: J. T. English, President & CEO

Effective:

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.3)

Company shall retain all gas supplies resulting from Customer's unauthorized long imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

Imbalance Billing Adjustments – Rate Schedule LVITS

The following language details the methodology of calculating billing adjustments for daily transportation imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

A. **Monthly Allowed Netted Imbalance - Short Imbalance and Monthly Allowed Netted Imbalance - Long Imbalance**

Invoices to Customers for Monthly Allowed Netted Imbalances will be computed using the following methodology. Invoices will be based on either the Company's purchased gas cost recovery factor ("PGCRF") in effect during the month the imbalance was created or the Posted Prices, as determined by Florida Gas Transmission Company, for the month multiplied by the applicable factor as follows:

Total Imbalance Level	Short Imbalance Factor	Long Imbalance Factor
0% up to 5%	1.00	1.00
Greater than 5% up to 20%	1.10	0.90
Greater then 20%	1.20	0.80

The Total Imbalance Level shall be calculated by dividing the absolute value of the sum of all short and/or long imbalances by the monthly actual receipts, less Company shrinkage.

The price for a Monthly Allowed Netted Imbalance - Short Imbalance shall equal the greater of the Company's PGCRF or the highest of the monthly average spot prices for gas delivered to Florida Gas Transmission at Mustang Island (Tivoli), Vermilion Parish, or St. Helena Parish, as reported in Natural Gas Week plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmissions Company's Rate Schedule FTS-1. In the event that the monthly average spot prices are no longer available or the basis upon which the prices are reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

(Continued to Sheet No. 35.5)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.4)

The price for a Monthly Allowed Netted Imbalance - Long Imbalance shall equal the lesser of the Company's PGCRF or the lowest of the monthly average spot prices for gas delivered to Florida Gas Transmission at Mustang Island (Tivoli), Vermilion Parish, or St. Helena Parish, as reported in Natural Gas Week. In the event that the monthly average spot prices are no longer available or the basis upon which the prices are reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

Since these Posted Prices will not be available until after the month imbalances were created, Company will invoice Customer using a Posted Price estimated by Company. Upon receiving notification of the actual Posted Prices, Company will adjust, on Customer's next scheduled invoice, the original Posted Price estimated by Company to reflect the results of using the actual posted price reported by Florida Gas Transmission Company.

- B. **Daily Authorized Short Imbalance and Daily Authorized Long Imbalance**
Invoices to Customers for Daily Authorized Imbalances will be computed using the following methodology. Invoices will be based on either Company's purchased gas cost recovery factor ("PGCRF" in effect during the month the imbalance was created or the Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute for the date of occurrence.

The price for a Daily Authorized Short Imbalance shall equal the greater of the Company's PGCRF or the highest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 High Side multiplied by a short imbalance factor of 1.1 plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmission Company's Rate Schedule FTS-1. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

The price for a Daily Authorized Long Imbalance shall equal the lesser of the Company's PGCRF or the lowest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 Low Side multiplied by a long imbalance factor of 0.9. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

(Continued to Sheet No. 35.6)

Issued by: J. T. English, President & CEO

Effective:

BILLING ADJUSTMENTS
 (Continued from Sheet No. 35.5)

- C. Daily Unauthorized Short Imbalance and Daily Unauthorized Long Imbalance
 Invoices to Customers for Daily Unauthorized Imbalances will be computed using the following methodology. Invoices will be based on the Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute for the date of occurrence.

The price for a Daily Unauthorized Short Imbalance shall be the greater of \$1.50 per therm or the highest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 High Side multiplied by a short imbalance factor of 1.25 plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmission Company's Rate Schedule FTS-1. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

The price for a Daily Unauthorized Long Imbalance shall equal the lowest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 Low Side multiplied by a long imbalance factor of 0.8. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

Imbalance Billing Adjustments – Rate Schedule PM

The following language details the methodology of calculating billing adjustments for Pool Manager Imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

- A. Pool Manager Short Imbalance and Pool Manager Long Imbalance
 Invoices to Pool Manager for Pool Manager Short Imbalances and Pool Manager Long Imbalances will be computed using the following methodology. Invoices will be based on the Company's Purchased Gas Cost Recovery Factor ("PGCRF") in effect during the month the imbalance was created multiplied by the applicable factor as follows:

Pool Manager Imbalance Level		Short Factor	Long Factor
Lower	Upper		
0%	20%	1.00	1.00
20%	40%	1.10	0.90
40%	60%	1.20	0.80
60%	80%	1.30	0.70
Greater than 80%		1.40	0.60

(Continued to Sheet No. 35.7)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.6)

The Pool Manager Imbalance Level shall be calculated by dividing the absolute value of the Pool Manager Imbalance by the aggregate Billing Period Delivery Quantity for all Customers being served by Pool Manager.

- B. **Pool Manager Monthly Delivery Variance**
Invoices to Pool Manager for Pool Manager Monthly Delivery Variance will be computed using the following methodology. Invoices will be based on the Company's PGCRF in effect during the month the delivery variance was created.

Transportation Cost Recovery Clause

Company shall accrue expenses, including implementation expenses, associated with the offering of transportation services to all non-residential customers. Such expenses shall be recovered by Company through a Transportation Cost Recovery Clause ("TCR") applicable to all non-residential customers excluding Large Volume Interruptible Transportation Service customers and any other customer(s) under special contracts.

Non-monitored Transportation Administration Charge

A Non-monitored Transportation Administration Charge ("NTAC") shall apply to all non-residential customers not subject to a Transportation Administration Charge ("TAC"). Such customers will not be required by the Company to have electronic measurement equipment for the monitoring of their gas usage. The NTAC shall be billed on a per therm basis applied to the customer's natural gas consumption. The NTAC rate shall be filed with staff on an annual basis. The NTAC is instituted to compensate the Company for its incremental expense, beyond those expenses covered through the TCR, associated with making transportation service available to all non-residential customers.

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STANDARD FORMS
APPLICATION FOR SERVICE
NATURAL GAS

FLORIDA PUBLIC UTILITIES COMPANY
APPLICATION FOR SERVICE
NATURAL GAS

I, _____ (Applicant) as _____ of property located at
Name Owner/Tenant

Street Address City County

Florida hereby request Florida Public Utilities Company (Company) to install a gas service line and facilities to provide natural gas service at the aforementioned address.

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

Applicant and owner agree to permit the Company to install its facilities on the property and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read its meter; and 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.

Company and applicant agree to respectively assume full responsibility and liability for the installation, maintenance and operation of the facilities owned and operated by each; each shall indemnify and save harmless the other from any or all loss or damage sustained and from any or all loss or damage, including injury to persons or property incurred, arising from any act or accident in connection with the installation, presences, maintenances 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.

Applicant, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property owner's consent for the installation of a natural gas service on the property or have property owner complete owner's consent portion of this agreement.

All correspondence and notices required under this application are to be addressed as follows:

As to Applicant:

Street City and State

As to Property Owner
If other than Applicant

Street City and State

As to Company:

Street City and State

Application Submitted By:

Applicant's Signature

Print or Type Name

(Continued to Sheet No. 36.002)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
APPLICATION FOR SERVICE
NATURAL GAS
 (Continued from Sheet No. 36.001)

Application Accepted For Company By:

_____ Signature

_____ Print or Type Name

PROPERTY OWNER'S CONSENT

_____ as the owner(s) of the property located at
 _____ Owner/Tenant

_____ Street Address City or Town State
 _____, hereby grant to Florida Public Utilities Company the right to
 _____ County

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted:

_____ Owner

_____ Name and Title

_____ Print or Type

_____ 20
 _____ Date

Attested by:

_____ Name and Title

_____ Print or Type

_____ 20
 _____ Date

STANDARD FORMS
EXCESS FLOW VALVE NOTICE

Excess Flow Valve Notice

As required by the *Code of Federal Regulations, Title 49, Part 192*, Florida Public Utilities Company (FPUC) hereby provides notification that you have the option to have FPUC install an Excess Flow Valve (EFV) in your new or replaced gas service line, if your line is installed or replaced after February 3, 1999.

The EFV is a safety device designed to shut-off the flow of natural gas in the event the flow of gas exceeds the manufacturer design capacity which may occur when a line is accidentally ruptured. This device will be activated when the design flow is exceeded. The EFV will meet all requirements of Part 192.381 of the Code of Federal Regulations. The EFV will be installed underground at the connection with the gas main.

The installation cost of this device is \$____. If a request is made prior to service line installation or replacement. Additional charges may apply if customer requests the EFV after the service line installation or replacement.

The above charge covers only the installation of the EFV. Additional charges may be incurred for maintenance and replacement of the EFV.

Installation of the EFV will be done only at your request and upon acceptance of the charges herein stated.

FPUC does not warrant the device other than the EFV manufacturer warranty.

If you have any questions regarding this NOTICE or this Rule, please call your local Florida Public Utilities Company office.

I have received, reviewed and understood the option of installing an Excess Flow Device on my gas service.

___ I hereby *accept* the installation of an EFV.

___ I hereby **decline** the installation of an EFV.

Signature

Name (please print)

Address

City

Date

STANDARD FORMS
CUSTOMER RECEIPT OF DEPOSIT

FLORIDA PUBLIC UTILITIES COMPANY		338404												
ACCOUNT # _____ _____ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"><input type="checkbox"/></td> <td>CASH</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/></td> <td>M/O</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/></td> <td>CHECK</td> <td>_____</td> </tr> </table>		<input type="checkbox"/>	CASH	_____	<input type="checkbox"/>	M/O	_____	<input type="checkbox"/>	CHECK	_____			
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NAME _____ ADDRESS _____ CITY _____ ZIP _____ PHONES: H/ (____) _____ W/ (____) _____ DRVS LIC _____ ST _____ SOC SEC _____ PREPARED BY _____ DATE _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">DEPOSIT</td> <td style="width: 50%; text-align: center;">BILL</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">SERVICE CHARGE</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		DEPOSIT	BILL	_____	<input type="checkbox"/>	SERVICE CHARGE	_____	_____	<input type="checkbox"/>	TOTAL	_____	_____	_____
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<small>REV. 3/89</small>	<small>OFFICIAL VALIDATION REQUIRED</small>	<small>SEE REVERSE SIDE FOR DEPOSIT DISC. W/STMT</small>												
<small>FPL-012</small>														

DEPOSIT DISCLAIMER

YOUR ACCOUNT HAS BEEN CHARGED WITH THE AMOUNT SHOWN TO ESTABLISH A DEPOSIT FOR UTILITY SERVICES. THE DEPOSIT WILL BE RETURNED UPON PAYMENT IN FULL OF ALL INDEBTEDNESS TO THE COMPANY. IN THE EVENT OF ANY UNPAID INDEBTEDNESS TO THE COMPANY, THIS DEPOSIT WILL BE APPLIED TO SUCH INDEBTEDNESS AND A REFUND OF THE BALANCE, IF ANY, WILL BE MADE. INTEREST WILL BE APPLIED FROM THE DAY YOUR DEPOSIT IS MADE. ONCE THE DEPOSIT HAS BEEN IN EXISTENCE FOR A CONTINUOUS PERIOD OF SIX MONTHS.

THE TOTAL DEPOSIT IS NOT TO EXCEED CHARGES FOR TWO AVERAGE BILLING PERIODS. THEREFORE AN ADDITIONAL DEPOSIT MAY BE REQUIRED AT A LATER DATE. THIS CERTIFICATE IS NOT TRANSFERABLE.

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as "Company" and:

Company Name: _____
Contact Person & Title: _____
Service Address: _____
Mailing Address: _____
Telephone Number: _____
Facsimile Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule selected below:

Rate Schedules

____ General Service ____ General Service Transportation Service
____ Large Volume Service ____ Large Volume Transportation Service
____ Interruptible Service ____ Interruptible Transportation Service

Term of Agreement

Service under this Agreement shall commence on the ____ day of _____, 20____, or on the first day following the date the Company completes the installation of necessary mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of ____ year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Florida Public Service Commission ("F.P.S.C.").

Tariff for Gas Service

All terms and conditions set forth in Company's F.P.S.C. Gas Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's F.P.S.C. Gas Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of Company's F.P.S.C. Gas Tariff are available for public reference during normal business hours at each of the Company's natural gas division offices.

Type of Service

The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of gas sold or delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.

(Continued to Sheet No. 36.006)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.005)

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, 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.

Notices

All correspondence and notices required under this Agreement, except notice of gas supply interruption or restoration of service are to be addressed at the above listed address, fax machine or e-mail address and to Company at Florida Public Utilities Company, Gas Supply Department, Post Office Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine at (561) 838-1713. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the express written permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS, and ITS customers shall designate a Pool Manager from Company's List of Approved Pool Managers in Exhibit A. Customer shall cause Pool Manager to affix a duly authorized signature acknowledging such election.

Point of Receipt and Point of Delivery (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS, and ITS customers will cause Customer's natural gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS and ITS customers will elect a Daily Delivery Quantity ("DDQ") by month in exhibit A. Customer's Pool Manager will be required to accept a capacity relinquishment in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of Florida Gas Transmission Company's capacity seasons.

Monthly Minimum Bill Quantity (Rate Schedules LVTS, IS & ITS only)

Rate Schedule LVTS, IS and ITS customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver gas to Customer at the Point of Delivery at a pressure of not less than _____ PSIG.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective F.P.S.C. Gas Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

(Continued to Sheet No. 36.007)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.006)

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

(Continued to Sheet No. 36.008)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.007)

Venue

The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____

By: _____

Title: _____

CUSTOMER NAME

Attest: _____

By: _____

Title: _____

(Continued to Sheet No. 36.009)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.008)

EXHIBIT A
TO THE STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
BY AND BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

DAILY DELIVERY QUANTITY (DDQ) ELECTION

DAILY DELIVERY QUANTITY (DDQ) – THERMS PER DAY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

COMPANY'S POINT OF RECEIPT DESIGNATION

Customer shall deliver natural gas to Company at:

_____ DRN Number _____

_____ Point Name _____

COMPANY'S POINT OF DELIVERY DESIGNATION

Company shall deliver natural gas to Customer at Company owned meter located at:

_____ Customer's Service Address _____

_____ City, State, Zip Code _____

MONTHLY MINIMUM BILL QUANTITY (Thems)

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
Customer designates:

Pool Manager Name: _____

as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. Customer is required to obtain Pool Manager's signature on this Notice prior to transmission to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

Check appropriate provision:

- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager.
- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager except:

(Continued to Sheet No. 36.010)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.009)

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

Pool Manager Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
DDQ CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

DDQ CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number _____ Facsimile Number: _____
Date of Requested Change: _____

CUSTOMER HEREBY REQUESTS TO CHANGE THE DAILY DELIVERY QUANTITY FOR THE ACCOUNT LISTED ABOVE:

DAILY DELIVERY QUANTITY (DDQ) - THERMS PER DAY

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Customer must submit this form ten (10) working days prior to the date of requested change. Customer may submit this form via facsimile at (561) 838-1713 or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy. Failure to submit this form in a timely manner may lead to a delay in implementing the requested change. Customer is responsible for obtaining the signature of their Pool Manager acknowledging the requested change in Daily Delivery Quantity. Company will review Customer's requested change in Daily Delivery Quantity and reserves the right to disapprove any change request that cannot be substantiated by Customer's historical consumption, additions of equipment or in the case of a new Customer projected attached load or historical consumption of a similarly situated Customer. A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

Pool Manager Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
POOL MANAGER CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number: _____ Facsimile Number: _____
Date: _____

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
Customer designates:

Pool Manager Name: _____
as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. The designation of Customer Pool Manager will be effective on _____, which does not predate the date of this Notice. Customer is required to obtain Pool Manager's signature prior to transmitting this Notice to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

- Check appropriate provision:
- () Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager.
 - () Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager except:

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

Customer agrees that a service charge may apply to this designation as defined in Company's F.P.S.C. Gas Tariff.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
_____	_____	_____
Customer Signature	Pool Manager Signature	Company Signature
_____	_____	_____
Title	Title	Title
Issued by: J. T. English, President & CEO		Effective:

STANDARD FORMS
POOL MANAGER TERMINATION OF SERVICE NOTICE FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER TERMINATION OF SERVICE NOTICE

Date: _____

Pool Manager Name: _____

NOTICE TO:

Customer Name: _____
Account Number: _____

Telephone Number: _____
Facsimile Number: _____

This will serve as notice to the above listed Customer that the above Pool Manager will terminate service effective on _____, which does not predate the date of this notice. Pool Manager is required to obtain Customer's signature on this Notice prior to transmission to Company. Pool Manager can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

A COPY OF THIS NOTICE WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Pool Manager Signature

Customer Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
POOL MANAGER AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
POOL MANAGER AGREEMENT

THIS AGREEMENT executed by and between FLORIDA PUBLIC UTILITIES COMPANY ("Company") and the undersigned prospective Pool Manager ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pool Manager on Company's distribution system as such terms are defined in the Company's F.P.S.C. Gas Tariff; and

WHEREAS, the Company's F.P.S.C. Gas Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pool Manager on its distribution system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

1. Pool Manager agrees to comply with and be subject to all of the provisions of the Company's F.P.S.C. Gas Tariff relating to Pool Manager.
2. Notices or communications to the Undersigned may be given to:
Mailing Address:

Attention _____

Telephone: _____
Facsimile: _____
E-mail address: _____

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the ____ day of _____, in the year of _____.

Full Name of Prospective Pool Manager

By: _____

Title: _____

ACCEPTED by Florida Public Utilities Company on ____ of _____, _____

By: _____

Title: _____

Pool Manager Account Number assigned by Florida Public Utilities Company

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
RESIDENTIAL SERVICE CONTRACT

FLORIDA PUBLIC UTILITIES COMPANY
RESIDENTIAL SERVICE CONTRACT

THIS agreement entered into this ____ day of _____, 20 ____ between Florida Public Utilities Company, hereinafter called "Company" and _____ hereinafter called "Customer".

Customer agrees to buy gas from Company and Company agrees to sell gas to Customer at: _____ under Company's Rate

(Street) (City and State)

Schedule No. ____ a copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this contract for the term of ____ year(s) after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date. Service under this agreement shall commence on or about _____, 20____ or within _____ days of the date that Company has installed the necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.

The Customer's monthly requirements under the terms and conditions of this contract shall be less / more than 5,000 therms per month.

Customer agrees to pay Company for all service rendered hereunder at the above designated rate as it is now or may subsequently be lawfully amended or superseded.

This agreement includes Company's Rules and Regulations except in such terms wherein a contrary intent is here expressed.

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 constitutes 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 Railroad and Public Utilities Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property 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.

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

All correspondence and notices required under this contract are to be addressed to Customer at:

_____, and to Company at:
(Street) (City and State)

(Street) (City and State)

(Customer)

by _____
(Designated Title)

Witness _____

APPROVED AND ACCEPTED BY
FLORIDA PUBLIC UTILITIES COMPANY

by _____

Witness _____

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Second Revised Sheet No. 38
Cancels First Revised Sheet No. 38

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 39
Cancels Second Revised Sheet No. 39

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 40
Cancels Second Revised Sheet No. 40

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 41
Cancels Second Revised Sheet No. 41

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.001
Cancels Original Sheet No. 41.001

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. 1

First Revised Sheet No. 41.002
Cancels Original Sheet No. 41.002

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. 1

First Revised Sheet No. 41.003
Cancels Original Sheet No. 41.003

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.020
Cancels Original Sheet No. 41.020

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.021
Cancels Original Sheet No. 41.021

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.022
Cancels Original Sheet No. 41.022

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the ____ day of _____, 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part and _____, hereinafter referred to as the "Consumer", party of the second part, witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will extend or increase its facilities as follows:

The Utility will commence the extension or increase of its facilities forthwith after the execution of the Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the utility.

2. To compensate the Utility for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of the Agreement has paid to the Utility the sum of \$_____, the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in _____ County, Florida. The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations; 7 part B, paragraph 2, shall be exercised according to option (a) at the end of the initial year of service or (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is \$_____. Consumer agrees that option _____ is to be used.

(Continued to Sheet No. 43)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT
(Continued from Sheet No. 42)

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT
(Continued)

4. The parties agree that the Utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein, and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.

5. After the extension or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Utility's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in the Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided however, that the Consumer may not transfer or assign all or any part of the Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

FLORIDA PUBLIC UTILITIES COMPANY

Consumer _____

By _____
Its Agent

By _____
Title

STANDARD FORMS
IMPROVEMENT OR RELOCATION OF EXISTING FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
IMPROVEMENT OR RELOCATION OF EXISTING
FACILITIES AGREEMENT

This agreement, executed in duplicate as of the _____, day of _____ A.D. 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "utility", party of the first part, and _____, hereinafter referred to as the "consumer", party of the second part, witnesseth:

Whereas, the consumer is desirous of securing an improvement or relocation of existing facilities of the utility as hereinafter described; and whereas, the utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The utility will improve or relocate existing facilities as follows:

The utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvement or relocation of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the utility.

2. To compensate the utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the consumer simultaneously with the execution of this agreement has paid to the utility the sum of \$_____, the receipt of which hereby is acknowledged by the utility. The parties agree that said sum paid by the consumer to and received by the utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

(Continued to Sheet No. 45)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
IMPROVEMENT OR RELOCATION OF EXISTING FACILITIES AGREEMENT
(Continued from Sheet No. 44)

FLORIDA PUBLIC UTILITIES COMPANY
IMPROVEMENT OR RELOCATION OF EXISTING
FACILITIES AGREEMENT
(Continued)

4. After the improvement or relocation of the facilities described above, the consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the utility.

In witness whereof, the parties hereto have executed this agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By _____
Its Agent

By _____
Consumer

Exhibit B

Florida Public Utilities Company

Proposed Tariff Revisions

Legislative Format

TERRITORY SERVED

As indicated on the System Maps, the Company operates three noncontiguous natural gas distribution systems.

In Palm Beach County, the Company's natural gas operations are located in the eastern portion of the County. Franchised service areas include the municipalities of Lake Park, Riviera Beach, Palm Beach Shores, Mangonia Park, West Palm Beach, Palm Beach, South Palm Beach, Lake Worth, Lake Clarke Shores, Lantana, Greenacres City, Boynton Beach, Highland Beach, Delray Beach, Hypoluxo, North Palm Beach, Palm Springs, Atlantis, Manalapan, and Boca Raton. The Company also operates in area adjacent to these franchised incorporated areas. Gas service is supplied to all of the Palm Beach County Service area through an interconnected distribution system.

The Company's Mid-Florida Division is comprised of the Sanford and DeLand Districts. The Sanford District serves the City of Sanford, Longwood, Winter Springs, Lake Mary and adjacent territory in Seminole County, Florida. The DeLand District serves the City of DeLand, Orange City, DeBary, Deltona and adjacent territory in Volusia County, Florida.

TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company - Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant - any ~~pPerson, firm, condominium, cooperative, homeowner's association or corporation~~ applying for gas service from the Company at one location.
- C. Customer - any ~~pPerson, firm, condominium, cooperative, homeowner's association or corporation~~ purchasing receiving gas service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification -
- (1) Residential Service - service to Customer supplied for (a) residential purposes in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or sleeping place of one (1) or more persons; (b) rooming houses of less than seven (7) rooms for rent; (c) for commercial and residential use on the same premises where the commercial use is less than twenty-five percent (25%) of total; (d) multiple billed master-metered multi-family dwellings.
- Residential service shall also include service in commonly owned facilities in residential condominium, cooperative apartment, and homeowner association buildings subject to the following criteria:
1. 100% of the service is used exclusively for owner's or co-owner's benefit.
 2. None of the service is used in any endeavor which sells or rents a commodity or provides a service for a fee.
 3. Each point of delivery will be separately metered and billed.
 4. A responsible legal entity is established as the customer to whom the Company can render its bills and said services.
- (2) Commercial Service - service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
- (3) Industrial Service - service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., extractive, fabricating or processing activities.)

(Continued to Sheet No. 9)

TECHNICAL TERMS AND ABBREVIATIONS (Continued)
(Continued from Sheet No. 8)

- E. Service Line - all piping between the main tap up to and including the first valve or fitting of the meter or regulator setting.
- F. Meter and/or Regulator Setting - all piping and fittings between the Service Line and the ~~first valve or fitting of the House Piping~~ outlet side of Company's meter.
- G. House Piping - all piping and fittings installed ~~within the house or building up to and including the last fitting of the Meter and/or Regulator Setting~~ past or downstream of Company's meter.
- H. Standard Delivery Pressure - as measured at the outlet of meter on Customer's premises shall not be less than three inches (3") nor more than twelve inches (12") water column.
- I. Flowing Temperature - the arithmetical average of the temperature of the gas flowing through the meters as recorded by a recording thermometer installed at the point of measurement. Where such installations is not provided, the flowing temperature of the gas shall be assumed to ~~be~~ sixty degrees Fahrenheit (60° F.).
- J. Atmospheric Pressure - fourteen and ~~sixty-five~~ seventy-three hundredths (14.~~65~~73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in atmospheric pressure from time to time.
- K. Cubic Foot - for the purposes of measurement herein shall have the following meaning:
- (1) When gas is metered at the Standard Delivery Pressure, a cubic foot of gas shall be defined as the volume of gas which, at the temperature and pressure existing in the meter, occupies one (1) cubic foot.
 - (2) When gas is metered at other than the Standard Delivery Pressure, a cubic foot shall be defined as the volume of gas which, at a flowing temperature of sixty degrees Fahrenheit (60° F.) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch, occupies one (1) cubic foot and meter readings will be adjusted to such temperature and pressure base.
 - (3) When measurement is by means of orifice meters, volumes shall be computed in accordance with the joint Bureau of Standards, A.G.A., A.S.M.E. specifications published April 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association, and any modifications and amendments thereof.

(Continued to Sheet No. 10)

TECHNICAL TERMS AND ABBREVIATIONS (Continued)
(Continued from Sheet No. 9)

- L. CCF - one hundred (100) cubic feet of gas.
- M. MCF - one thousand (1,000) cubic feet of gas.
- N. BTU or British Thermal Unit - the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1° F.) at sixty degrees Fahrenheit (60° F.).
- O. Therm - one hundred thousand (100,000) British Thermal Units.
- P. Day - ~~for Traditional Customers is a period of twenty-four (24) consecutive hours beginning and ending at 4:10:00 P.A.M. Eastern Daylight Savings Clock Time or such other hour as Customer and Company may agree upon.~~
~~The receipt gas day for Transportation Service Customers is a period of twenty-four (24) consecutive hours beginning and ending at 8:00 A.M. Eastern Daylight Savings Time or at such other hour as Customer and Company may agree upon. The receipt gas day coincides with the twenty-four (24) consecutive hour period used by Company's pipeline supplier to determine receipts of gas supplies.~~
~~The delivery gas day for Transportation Service Customers is a period of twenty-four (24) consecutive hours beginning and ending at 4:00 P.M. Eastern Daylight Savings Time or at such other hour as Customer and Company may agree upon. The receipt gas day coincides with the twenty-four (24) consecutive hour period used by Company's pipeline supplier to determine deliveries of gas supplies.~~
- Q. Month - the period between and two (2) regular readings of Company's meters at approximately thirty (30) day intervals.
- R. Year - a period of three hundred sixty-five (365) consecutive days except that in a year having a date of February twenty-nine (29) such year shall consist of three hundred sixty-six (366) consecutive days.
- S. Total Heating Value - the number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60° F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32° F.) and under standard gravitational force (acceleration 980.665 centimeters per second per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

(Continued on to Sheet No. 10.1)

TECHNICAL TERMS AND ABBREVIATIONS (Continued)
(Continued from Sheet No. 10)

~~For Traditional Customers and for the purpose of measurement Company will determine a monthly average heating value of natural gas to be effective as of the first day of each month. Said monthly average heating value will be in effect on a calendar month basis. It will reflect the average monthly heating value of the natural gas delivered to Company by its pipeline supplier during the next immediately preceding calendar month.~~

~~For Transportation Customer, Company will utilize the average heating value reported by Company's pipeline supplier for each delivery gas day.~~

T. ~~Transportation Service Customer – any Customer receiving service under any of the following rate schedules:~~

- ~~• Large Volume Transportation Service (LVTS),~~
- ~~• Interruptible Transportation Service (ITS) or~~
- ~~• Large Volume Interruptible Transportation Service (LVITS).~~

~~Florida Public Utilities Company's responsibility in providing this service is to effectuate the transportation of Customer purchased gas supplies from Florida Gas Transmission Company's receipt points to the Company's meters located at Transportation Service Customer sites on a firm basis to LVTS customers and on an interruptible basis to ITS and LVITS customers.~~

~~Pool Manager - any Person who has been engaged by one or more Customer(s) to be responsible for the delivery of natural gas to the Company's Citygate(s) for such Customer(s).~~

U. ~~Traditional Customer – any Customer not qualified as a Transportation Service Customer as defined in item T.~~

~~Florida Public Utilities Company's responsibility in providing this service is to secure all gas supplies, transport said gas supplies via interstate pipeline(s) and to distribute those supplies to the Company's meters located at Traditional Service Customer sites.~~

~~Person – any corporation, whether public or private; company; individual; firm; partnership; or association.~~

V. ~~Daily Delivery Quantity – daily amount of natural gas, in Therms, elected by Customer to be delivered for their account.~~

W. ~~Billing Period Delivery Quantity – sum of Customer's Daily Delivery Quantities between meter reading dates, less Company Shrinkage.~~

X. ~~FGT – Florida Gas Transmission Company~~

Y. ~~Citygate – Physical connection of facilities between Company and Florida Gas Transmission Company.~~

Z. ~~Working Day – the days Monday through Friday, exclusive of Company Holidays, unless notified otherwise.~~

AA. ~~FERC – Federal Energy Regulatory Commission~~

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RULES AND REGULATIONS (Continued)

4. The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with subsection (2) (a).

(3) Where individual metering is not required under Subsection (2)(a)3 and master metering is used in lieu thereof, sub-metering may be used by customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by Company plus applicable taxes and fees to customer of record responsible for the master meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master meter, the cost for billing, and other such costs.

20. Settlement of Disputes

- A. The following applies to Customers executing the Standard Commercial Natural Gas Service Agreement (the "Agreement"):

Except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to the Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under the Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

RULES AND REGULATIONS (Continued)

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

- B. The foregoing provisions regarding alternative dispute resolution procedures may apply to all other customers, but only by mutual consent between the Customer and the Company.

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WITHDRAWN MAY 6, 1995
RATE SCHEDULE PM
POOL MANAGER SERVICE

Applicability

The provisions of this Rate Schedule shall apply to each broker, marketer or other third party supplier (collectively "Pool Manager") of natural gas that wishes to act as agents for the purpose of purchasing and scheduling natural gas for Customers electing transportation services. Pool Managers desiring to provide service to Customers will be required to sign a Pool Manager Agreement in which they will agree to be bound by the terms and conditions of the Company's F.P.S.C. Gas Tariff.

Term of Contract

The term of the Pool Manager Agreement shall be at least one (1) year and from month to month thereafter unless terminated upon sixty (60) days written notice.

Creditworthiness

Pool Manager shall provide documentation of Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT. Documentation may include a letter from FGT stating Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT or a copy of Pool Manager's FTS-1 Service Agreement and FTS-2 Service Agreement with FGT. Upon meeting Company's standards for creditworthiness, Company will include Pool Manager on Company's List of Approved Pool Managers. Company shall not be required to permit any Pool Manager who fails to provide the above referenced documentation to sell natural gas on Company's distribution system.

Capacity Relinquishment

Pool Manager will be required to accept a Capacity Relinquishment as defined in Capacity Relinquishment and Recall section of the transportation service rate schedules (Rate GSTS, LVTS, and ITS). Failure to accept Capacity Relinquishment by Pool Manager may result in curtailment of service to Customers being served by Pool Manager.

Supplying Gas for Delivery

Pool Manager shall be responsible for purchasing the natural gas to be delivered for Customers served by the Pool Manager and for causing the same to be delivered to the Company's Citygate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of FGT's FERC Gas Tariff to effectuate such delivery of natural gas.

(Continued to Sheet No. 33.1)

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33)

Force Majeure

Except for making payments due, neither the Company nor the Pool Manager shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Neither party will be entitled to the benefit of the force majeure provision hereof under either or both of the following circumstances: (A) to the extent that the failure was caused by the party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or (B) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Daily Delivery Requirement

Company will calculate the Pool Manager's Daily Delivery Requirement by summing the Daily Delivery Quantity, plus applicable Shrinkage, by Citygate for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. By 5:00 p.m. Eastern Clock Time each Working Day, the Company will inform Pool Manager via e-mail of Pool Manager's Daily Delivery Requirement by Citygate for at least the next two Days.

The Company shall assess the Pool Manager a \$15.00 per MMBtu charge for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

Each Pool Manager warrants that it will have at the time it delivers or causes the delivery of natural gas into the Company's distribution system good title or good right to deliver the Gas. Each Pool Manager warrants that the natural gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the natural gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

(Continued to Sheet No. 33.2)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33.1)

Responsibility for Natural Gas

The Company and the Pool Manager shall be jointly and severally liable for the natural gas while it is in the Company's distribution system between Company's Citygate(s) and the point of delivery to the Customer. The Pool Manager shall be solely liable for the natural gas until it is delivered to Company's Citygate(s). The party or parties thus responsible for the natural gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pool Manager shall indemnify the Company for all injury, damage, loss or liability of the Company caused by Pool Manager's delivery of natural gas not complying with the Natural Gas Quality section below.

Natural Gas Quality

All natural gas delivered, or caused to be delivered, into Company's distribution system by or on behalf of a Pool Manager will be merchantable and shall conform to the natural gas quality specifications set forth in FGT's FERC Gas Tariff.

Monthly Rate

Customer Charge \$100.00 per month per Pool Manager

Billing

The Company shall render to a Pool Manager on or before the 20th Calendar Day of each Month a bill for Pool Manager's monthly Customer Charge and for all imbalance charges as defined in Billing Adjustments during the preceding Month.

Payment

Pool Manager shall pay the Company the amount due under any bill from the Company within ten (10) Days after receipt by the Pool Manager of the bill from the Company. The Company may at its option require the Pool Manager to make payment of any bill by electronic transfer within such ten (10) Day period. Any bill not paid within such ten (10) Day period shall bear interest at the rate of one and one-half percent (1.5%) per Month.

Billing Disputes

Pool Manager may dispute the amount of any bill by notifying the Company within sixty (60) days of receipt by the Pool Manager of the bill from the Company. If a Pool Manager in good faith disputes the amount of any bill, the Pool Manager shall nevertheless pay to the Company the amount of such bill. Company shall have thirty (30) days to resolve such disputes with Pool Manager and will refund to Pool Manager any amount resolved in favor of Pool Manager within ten (10) days of such resolution.

Termination of Service

Pool Manager will be responsible for providing Company with a duly executed Pool Manager Termination of Service Form (See Tariff Sheet No. 36.013) not less than thirty (30) Working Days prior to the Pool Manager's desired date for termination of service to Customer. Pool Manager will be required to obtain the signature of a duly authorized representative of Customer acknowledging Pool Manager's termination of service to Customer.

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE GSTS
GENERAL SERVICE 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 GS.

Character of Service

Transportation of Customer-purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

(Continued to Sheet No. 34.02)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE GSTS
GENERAL SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.01)

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge: Equal to Rate GS Customer Charge – See Sheet No. 24

Energy Charge:
Non-Fuel Equal to Rate GS Energy Charge – See Sheet No. 24

Shrinkage: 1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments

Purchased Gas Adjustment: Not applicable to this rate schedule.

All other Billing Adjustments: See sheets beginning with Sheet No. 35

Requests for Service

Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

(Continued to Sheet No. 34.03)

Issued by: J. T. English, President & CEO

Effective:

RATE SCHEDULE GSTS
GENERAL SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.02)

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RATE SCHEDULE LVTS
LARGE VOLUME 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 LVS ~~and has title to gas that is made available for transportation service through the Company's distribution systems.~~

Character of Service

Transportation of Customer-purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

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 to Sheet No. 34.11)

Issued by: ~~F. C. Cressman~~J. T. English, President & CEO

Effective: ~~February 23, 1994~~

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.10)

Character of Service

~~The Customer will receive a quantity of gas equal to the quantity of gas delivered to the Company's gate station less shrinkage. All gas transported, less shrinkage, through the Company's facilities to the Customer will be considered the first gas through the meter. Any additional gas received by the Customer will be billed at non-fuel Energy Charge rate listed within the LVS rate schedule.~~

~~The Customer is required to furnish to the Company prior to commencement of, or changes to, deliveries to the Company's gate stations, a nomination detailing natural gas volumes to be transported through the Company's facilities. The Company will determine the amount of lead time it requires for such nominations.~~

~~The Company will place nominations with the Florida Gas Transmission Company. The Customer is solely responsible for contracting for the gas supply for which the Customer is requesting this transportation service.~~

Designation of Pool Manager

~~Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.~~

~~Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.~~

Limitations of Service

~~Service must be of a non-seasonal nature. Use must exceed 500 therms in each and every month of the year.~~

Point of Receipt

~~Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.~~

Point of Delivery

~~Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.~~

Electronic Measurement Equipment

~~The A Customer whose consumption is or will be greater than or equal to 50,000 therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of~~

~~electronic measurement and data communication devices required by the Company necessary to monitor the daily quantity of gas transported by the Company to that Customer equipment.~~

(Continued on to Sheet No. 34.12)

Issued by: ~~F. C. Cressman~~ J. T. English, President & CEO

Effective: ~~May 6, 1995~~

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.11)

Monthly Rate

Customer Charge:	Equal to Rate LVS Customer Charge See Sheet No. 28 plus \$82.50 per meter per month <u>for Customers required to have electronic measurement equipment.</u>
Energy Charge: Non-Fuel	Equal to Rate LVS Energy Charge See Sheet No. 28
Transportation Administration Charge:	\$ 54.00 per meter per month <u>for Customers required to have electronic measurement equipment.</u>
Shrinkage:	1.0% of deliveries tendered at Company's <u>gate stations Citygate. Company reserves the right to adjust the rate one time per year.</u>

~~The Company will annually redetermine the shrinkage rate based on the shrinkage the Company experienced during the prior calendar year. The applicable shrinkage rate under this rate schedule will be announced prior to and adjusted on March 1 of each year.~~

Minimum Bill

~~The minimum bill for each month shall be the Customer Charge and the Transportation Administration Charge plus the billing at the above Energy Charge and for a quantity of gas transported equal to the product of the Monthly Minimum daily transportation Bill quantity specified in the contract for such month multiplied by the number of days in such month that this transportation service was available from the Company Agreement. In the event Company is unable on any day or days to transport the quantity of gas designated as the Monthly Minimum Daily Transportation Bill Quantity, Customer's minimum transportation obligation with respect to such day or days shall be prorated for such time service was unavailable the actual quantity of gas transported by the Company on such day or days.~~

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

<u>Purchased Gas Adjustment:</u>	<u>Not applicable to this rate schedule.</u>
<u>All other billing Adjustments:</u>	<u>See sheets beginning with Sheet No. 35</u>

(Continued on to Sheet No 34.13)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.12)

Terms of Payment

~~Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.~~

Billing Adjustment

~~Purchased Gas Adjustment: Not applicable to this rate except for quantities of LVS gas supplied by the Company to the Customer (see Sheet No. 35).~~

~~All other billing Adjustments: See Sheet No. 35.1~~

Requests for Service

~~Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.~~

Term of Service

~~Contract for service hereunder shall be for a period of not less than one (1) year.~~

Capacity Relinquishment and Recall

~~Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.~~

~~Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.~~

~~Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.~~

~~Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.~~

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Issued by: F.C. Cressman J. T. English, President & CEO

Effective: ~~February 23, 1994~~

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 June 30, 1998, 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 June 30, 1998.

Character of Service

Transportation of Customer purchased natural gas from Company's Citygate(s) to Customer's service address.

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in terms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election. Customer will be charged a \$15.00 fee for any additional requests for historical consumption information.

Customer shall have the right to change their elected Daily Delivery Quantity at any time. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$50.00 fee if a Pool Manager is changed during an annual period. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

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 to Sheet No. 34.21)

Issued by: F. C. Cressman J. T. English, President & CEO

Effective: June 30, 1998

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.20)

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

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

Character: Interruption of Service

All gas transported 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, in which case, less notice may be given.

The Company, at its sole discretion, may use the Customer's gas supply during a period of transportation interruption. The Company will replace such natural gas quantities used by the Company with equal quantities of natural gas as soon as its is operationally practicable after the interruption ceases.

~~The Customer will receive a quantity of gas equal to the quantity of gas delivered to the Company's gate station less shrinkage. All gas transported, less shrinkage, through the Company's facilities to the Customer will be considered first gas through the meter. Any additional gas received by the Customer will be billed at non-fuel Energy Charge rate listed within the IS rate schedule.~~

~~The Customer is required to furnish to the Company prior to commencement of, or changes to, deliveries to the Company's gate stations, a nomination detailing natural gas volumes to be transported through the Company's facilities. The Company will determine the amount of lead time it requires for such nominations.~~

~~The Company will place nominations with the Florida Gas Transmission Company. The Customer is solely responsible for contracting for the gas supply for which the Customer is requesting this transportation service.~~

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

The Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement and data communication devices required by the Company necessary to monitor the daily quantity of gas transported by the Company to that Customer equipment.

(Continued on to Sheet No. 34.22)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.21)

Monthly Rate

Customer Charge:	Equal to Rate IS Customer Charge See Sheet No. 29
Energy Charge: Non-Fuel	Equal to Rate IS Energy Charge See Sheet No. 29
Transportation Administration Charge:	\$ 54.00 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's gate stations <u>Citygate. Company reserves the right to adjust</u> <u>the rate one time per year.</u>

~~The Company will annually redetermine the shrinkage rate based on the shrinkage the Company experienced during the prior calendar year. The applicable shrinkage rate under this rate schedule will be announced prior to and adjusted on March 1 of each year.~~

Minimum Bill

The minimum bill for each month shall be the Customer Charge and the Transportation Administration Charge plus the billing at the above Energy Charge and for a quantity of gas transported equal to the ~~product of the Monthly mMinimum daily transportation Bill q~~Quantity specified in the contract for such month multiplied by the number of days in such month that this transportation service was available from the Company Agreement. In the event Company is unable on any day or days to transport the quantity of gas designated as the Monthly Minimum Daily Transportation Bill Quantity, Customer's minimum transportation obligation with respect to such day or days shall be prorated for such time service was unavailable the actual quantity of gas transported by the Company on such day or days.

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

<u>Purchased Gas Adjustment:</u>	<u>Not applicable to this rate schedule</u>
<u>All other billing Adjustments:</u>	<u>See sheets beginning with Sheet No. 35</u>

(Continued on to Sheet No 34.23)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.22)

Terms of Payment

~~Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.~~

Billing Adjustment

~~Purchased Gas Adjustment:~~

~~Not applicable to this rate except for quantities of IS gas supplied by the Company to the Customer (see Sheet No. 35).~~

~~All other billing Adjustments:~~

~~See Sheet No. 35.1~~

Requests for Service

Company will require Customer to provide Company with a duly executed Standard Commercial Natural Gas Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Issued by: ~~F.C. Crossman~~ J. T. English, President & CEO

Effective: ~~February 23, 1994~~

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 June 30, 1998, 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 June 30, 1998.

Character of Service

Transportation of Customer purchased natural gas from Company's Citygate(s) to Customer's service address. Customer's gas supplier is not required to provide service to Customer under Rate Schedule PM.

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 to Sheet No. 34.31)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.30)

Character/Interruption of Service

All gas transported 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.

The Company, at its sole discretion, may use the Customer's gas supply during a period of transportation interruption. The Company will replace such natural gas quantities used by the Company with equal quantities of natural gas as soon as its is operationally practicable after the interruption ceases.

~~The Customer will receive a quantity of gas equal to the quantity of gas delivered to the Company's gate station less shrinkage. All gas transported, less shrinkage, through the Company's facilities to the Customer will be considered first gas through the meter. Any additional gas received by the Customer will be billed at non-fuel Energy Charge rate listed within the IS rate schedule.~~

Nominations

The Customer is required to furnish to the Company prior to commencement of, or changes to, deliveries to the Company's gate stations, a nomination detailing natural gas volumes to be transported through the Company's facilities. The Company will determine the amount of lead time it requires for such nominations.

~~The Company will place nominations with the Florida Gas Transmission Company. The Customer is solely responsible for contracting for the gas supply for which the Customer is requesting this transportation service.~~

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

The Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation and maintenance of electronic measurement and data communication devices equipment required by the Company necessary to monitor the daily quantity of gas transported by the Company to that Customer. The Customer must grant access to a voice grade telephone line to the Company 24 hours per day as well as 110 volt A.C. power. The costs associated with maintenance of the telephone equipment between network interface and Company's electronic measurement equipment if distance is greater than fifty (50) feet and electrical power will be the sole responsibility of the Customer.

(Continued on to Sheet No. 34.32)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.31)

Monthly Rate

Customer Charge:	Equal to Rate LVIS Customer Charge See Sheet No. 31
Energy Charge: Non-Fuel	Equal to Rate LVIS Energy Charge See Sheet No. 31
Transportation Administration Charge:	\$ 54.00 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's gate stations <u>Citygate. Company reserves the right to adjust</u> <u>the rate one time per year.</u>

~~The Company will annually redetermine the shrinkage rate based on the shrinkage the Company experienced during the prior calendar year. The applicable shrinkage rate under this rate schedule will be announced prior to and adjusted on March 1 of each year.~~

Minimum Bill

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

If, in any month, the quantity of gas transported hereunder by the Customer should be less than the applicable minimum transportation obligation specified in the contract and as a consequence the Customer is required to pay for transportation services not utilized, then and in that event the Customer shall be entitled to receive transportation service from the Company for like quantities without further transportation charges at any time within the remaining months of the contract year by transporting gas in such months in excess of the minimum transportation obligation; but there shall be no carryover from one contract year to another contract year.

(Continued on to Sheet No 34.33)

RATE SCHEDULE LVITS
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.32)

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment

Purchased Gas Adjustment:

Not applicable to this rate except for quantities of LVIS gas supplied by the Company to the Customer (see Sheet No. 35).

All other billing Adjustments: See sheets beginning with Sheet No. 35-1

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

BILLING ADJUSTMENTS

Applicability

Gas service under all rate schedules which specify that the rates are subject to adjustment in accordance with the provisions of the "Billing Adjustments" Rider.

Purchased Gas Cost Recovery Factor - Traditional Customers Only

The energy charge of the Monthly Rate for gas supplied in any billing period shall be adjusted by the Company's expected weighted average costs of gas (WACOGs). The WACOGs may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the 12-month periods of January through December, in accordance with the methodology adopted by the Commission on May 21⁹, 1991, in Order No. 24463, ~~Docket No. 91003-GUPSC-98-0691-FOF-PU~~, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for customers using the gas supply solely for the generation of electricity), and rounded to the nearest \$.00001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

The purchased gas cost recovery factor approved by the Commission for the billing months of January 2000 through December 2000 is 50.050 cents per therm.

The purchased gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current month's WACOGs may be adjusted for prior months' differences between projected and actual costs of gas purchased, but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve month period, in accordance with the methodology adopted by the Florida Public Service Commission on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the Florida Public Service Commission.

Taxes and Other Adjustments

There will be added to all bills rendered, all applicable local utility and franchise taxes and state sales taxes presently assessed by any duly authorized governmental authorities, as well as any future changes or new assessments by and duly authorized governmental authorities subsequent to the effective date of any rate schedule.

(Continued on to Sheet No. 35.1)

Issued by: J. T. English, President & CEO

Effective: January 1, 2000

BILLING ADJUSTMENTS
(Continued from Sheet No. 35)

~~Any over recovery or under recovery of purchased gas costs by the Company as a result of adjustments made pursuant to paragraphs (a) and (b) above shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve month period, in accordance with the methodology adopted by the Florida Public Service Commission on May 10, 1993 in Order No. PSC-93-0708-FOF-GU, or as such methodology may be amended from time to time by further order to the Florida Public Service Commission.~~

Taxes and Other Adjustments

~~There will be added to all bills rendered, all applicable local utility and franchise taxes and state sales taxes presently assessed by any duly authorized governmental authorities, as well as any future changes or new assessments by and duly authorized governmental authorities subsequent to the effective date of any rate schedule.~~

Imbalance Adjustments – Pool Manager

The following billing adjustments apply only to Rate Schedule PM.

Pool Manager Imbalances

It is the intent of the Company that the monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall equal to the actual monthly delivery by Company to Customer. This monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall be referred to as Billing Period Delivery Quantity. If the Billing Period Delivery Quantity does not equal the actual monthly delivery by Company to Customer, a long or short imbalance is created.

Whenever the Billing Period Delivery Quantity is greater than the actual monthly delivery by Company to Customer a long imbalance is created. Conversely, whenever the Billing Period Delivery Quantity is less than the actual monthly delivery by Company to Customer a short imbalance is created.

Company will aggregate the short imbalances and long imbalances of Customers by Pool Manager. This net quantity shall be referred to as the Pool Manager Imbalance.

Whenever the Pool Manager Imbalance is a short position a Pool Manager Short Imbalance is created. Conversely, whenever the Pool Manager Imbalance is a long position a Pool Manager Long Imbalance is created.

- A. Pool Manager Short Imbalance
Company shall sell to Pool Manager the necessary gas supplies to meet the Pool Manager Short Imbalance in accordance with the Imbalance Billing Adjustments - Pool Manager section of this tariff.

- B. Pool Manager Long Imbalance
Company shall retain all gas supplies resulting from a Pool Manager Long Imbalance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

(Continued on to Sheet No. 35.2)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.1)

In addition, Company will credit Pool Manager for the variance between Pool Manager's Daily Delivery Requirement and the sum of the Daily Delivery Quantity for each Customer being served by Pool Manager. This variance will be referred to as Pool Manager Monthly Delivery Variance. Company shall retain all gas supplies resulting from a Pool Manager Monthly Delivery Variance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

Imbalance Adjustments – Rate Schedule LVITS

The following billing adjustments apply only to ~~the Company's Transportation Service Customers~~ Rate Schedule LVITS.

Daily Imbalances

It is the intent of the Company that the actual daily receipts of natural gas by Company for ~~Transportation Service Customers~~, less Company shrinkage, shall be equal to the actual daily delivery by Company to Customer. If Customer causes the actual receipts, less Company Shrinkage, to not equal the actual daily delivery by Company to Customer a long or short imbalance will be created.

Whenever the actual daily receipts, less Company shrinkage, is greater than the actual daily delivery by Company to Customer a long imbalance is created. Conversely, whenever the actual daily receipts, less Company shrinkage, is less than the actual daily delivery by Company to Customer a short imbalance is created.

Company, from time to time, at its sole option may permit each ~~Transportation Service~~ Customer to net its daily short and/or long imbalances. Each day's quantity available for netting will not exceed 25% of the actual daily receipts, less Company shrinkage. These quantities shall be referred to as Allowed Netted Imbalances.

Whenever the monthly sum of all Allowed Netted Imbalances is a short position a Monthly Allowed Netted Imbalance – Short Imbalance is created. Conversely, whenever the monthly sum of all Allowed Netted Imbalances is a long position a Monthly Allowed Netted Imbalance – Long Imbalance is created.

Company may request ~~Transportation Service~~ Customer(s) to adjust their actual daily receipts, less Company shrinkage, and/or actual daily delivery to assist in balancing the Company's total daily gas supply portfolio. Company shall permit Customer(s) to net up to 100% of such long and/or short imbalance caused by the Company's requirement over a period not to exceed thirty (30) days or any other period of time mutually agreed to by and between Company and Customer(s) at no additional charge(s) to Customer(s).

A. Monthly Allowed Netted Imbalance – Short Imbalance

Company shall sell to Customer the necessary gas supplies to meet Customer's Monthly Allowed Netted Imbalance – Short Imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

B. ~~Monthly Allowed Netted Imbalance – Long Imbalance~~

~~Company shall retain all gas supplies resulting from a Monthly Allowed netted Imbalance – Long Imbalance and credit Customer in accordance with the Imbalance Billing Adjustment section of this tariff.~~

(Continued on to Sheet No. 35.3)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.2)

B. Monthly Allowed Netted Imbalance – Long Imbalance
Company shall retain all gas supplies resulting from a Monthly Allowed netted Imbalance – Long Imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

C. Daily Authorized Short Imbalance
A daily authorized short imbalance will occur whenever Customer causes a short imbalance, in excess of the quantities available for netting, to be created and the Company has not notified Customer of a restriction on gas consumption.

Company shall sell to Customer the necessary gas supplies to meet Customers daily authorized short imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

D. Daily Authorized Long Imbalance
An daily authorized long imbalance will occur whenever Customer causes a long imbalance, in excess of the quantities available for netting, to be created and the Company has not notified Customer of a restriction on gas consumption.

Company shall retain all gas supplies resulting from a authorized long imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

E. Daily Unauthorized Short Imbalances
An unauthorized short imbalance will occur whenever Customer causes a short imbalance to be created and the Company has notified Customer of a restriction on gas consumption. Unauthorized Short Imbalance charge shall apply whenever Customer receives notification of a restriction on gas consumption and Customer's actual daily deliveries exceed their actual daily receipts, less Company shrinkage, by 2%.

Company shall sell to Customer the necessary gas supply to meet Customer's unauthorized short imbalance in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

F. Daily Unauthorized Long Imbalances
An unauthorized long imbalance will occur whenever Customer causes a long imbalance to be created and the Company has notified Customer of a restriction on gas consumption. Unauthorized Long Imbalance credits shall apply whenever Customer receives notification of a restriction on gas consumption and Customer's actual daily deliveries is less than their actual daily receipts, less Company shrinkage, by 2%.

~~Company shall retain all gas supplies resulting from Customer's unauthorized long imbalance and credit Customer in accordance with the Imbalance Billing Adjustment section of this tariff.~~

(Continued ~~on~~ to Sheet No. 35.4)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.3)

Company shall retain all gas supplies resulting from Customer's unauthorized long imbalance and credit Customer in accordance with the Imbalance Billing Adjustments – Rate Schedule LVITS section of this tariff.

Imbalance Billing Adjustments – Rate Schedule LVITS

The following language details the methodology of calculating billing adjustments for daily transportation imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

A. Monthly Allowed Netted Imbalance - Short Imbalance and Monthly Allowed Netted Imbalance - Long Imbalance

~~Invoices to Transportation Service Customers for Monthly Allowed Netted Imbalances will be computed using the following methodology. Invoices will be based on either the Company's purchased gas cost recovery factor ("PGCRF") in effect during the month the imbalance was created or the Posted Prices, as determined by Florida Gas Transmission Company, for the month multiplied by the applicable factor as follows:~~

Total Imbalance Level	Short Imbalance Factor	Long Imbalance Factor
0% up to 5%	1.00	1.00
Greater than 5% up to 20%	1.10	0.90
Greater than 20%	1.20	0.80

The Total Imbalance Level shall be calculated by dividing the absolute value of the sum of all short and/or long imbalances by the monthly actual receipts, less Company shrinkage.

The price for a Monthly Allowed Netted Imbalance - Short Imbalance shall equal the greater of the Company's PGCRF or the highest of the monthly average spot prices for gas delivered to Florida Gas Transmission at Mustang Island (Tivoli), Vermilion Parish, or St. Helena Parish, as reported in Natural Gas Week plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmission Company's Rate Schedule FTS-1. In the event that the monthly average spot prices are no longer available or the basis upon which the prices are reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

(Continued on to Sheet No. 35.5)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.4)

The price for a Monthly Allowed Netted Imbalance - Long Imbalance shall equal the lesser of the Company's PGCRF or the lowest of the monthly average spot prices for gas delivered to Florida Gas Transmission at Mustang Island (Tivoli), Vermilion Parish, or St. Helena Parish, as reported in Natural Gas Week. In the event that the monthly average spot prices are no longer available or the basis upon which the prices are reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

Since these Posted Prices will not be available until after the month imbalances were created, Company will invoice Customer using a Posted Price estimated by Company. Upon receiving notification of the actual Posted Prices, Company will adjust, on Customer's next scheduled invoice, the original Posted Price estimated by Company to reflect the results of using the actual posted price reported by Florida Gas Transmission Company.

- B. Daily Authorized Short Imbalance and Daily Authorized Long Imbalance
Invoices to ~~Transportation Service~~ Customers for Daily Authorized Imbalances will be computed using the following methodology. Invoices will be based on either Company's purchased gas cost recovery factor ("PGCRF" in effect during the month the imbalance was created or the Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute for the date of occurrence.

The price for a Daily Authorized Short Imbalance shall equal the greater of the Company's PGCRF or the highest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 High Side multiplied by a short imbalance factor of 1.1 plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmission Company's Rate Schedule FTS-1. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

The price for a Daily Authorized Long Imbalance shall equal the lesser of the Company's PGCRF or the lowest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 Low Side multiplied by a long imbalance factor of 0.9. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

(Continued on to Sheet No. 35.6)

BILLING ADJUSTMENTS
 (Continued from Sheet No. 35.5)

- C. Daily Unauthorized Short Imbalance and Daily Unauthorized Long Imbalance
 Invoices to ~~Transportation Service~~ Customers for Daily Unauthorized Imbalances will be computed using the following methodology. Invoices will be based on the Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute for the date of occurrence.

The price for a Daily Unauthorized Short Imbalance shall be the greater of \$1.50 per therm or the highest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 High Side multiplied by a short imbalance factor of 1.25 plus the sum of the maximum reservation rate, including all applicable surcharges, and the maximum usage rate, including all applicable surcharges, of Florida Gas Transmission Company's Rate Schedule FTS-1. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

The price for a Daily Unauthorized Long Imbalance shall equal the lowest of Gas Daily - Daily Price Survey - Louisiana Onshore South - FGT - Absolute - Zone 1, 2, or 3 Low Side multiplied by a long imbalance factor of 0.8. In the event this price is no longer available or the basis upon which price is reported or calculated changes substantially, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to PSC approval.

Imbalance Billing Adjustments – Rate Schedule PM

The following language details the methodology of calculating billing adjustments for Pool Manager Imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

- A. Pool Manager Short Imbalance and Pool Manager Long Imbalance
Invoices to Pool Manager for Pool Manager Short Imbalances and Pool Manager Long Imbalances will be computed using the following methodology. Invoices will be based on the Company's Purchased Gas Cost Recovery Factor ("PGCRF") in effect during the month the imbalance was created multiplied by the applicable factor as follows:

<u>Pool Manager Imbalance Level</u>		<u>Short Factor</u>	<u>Long Factor</u>
<u>Lower</u>	<u>Upper</u>		
0%	20%	1.00	1.00
20%	40%	1.10	0.90
40%	60%	1.20	0.80
60%	80%	1.30	0.70
Greater than 80%		1.40	0.60

(Continued to Sheet No. 35.7)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.6)

The Pool Manager Imbalance Level shall be calculated by dividing the absolute value of the Pool Manager Imbalance by the aggregate Billing Period Delivery Quantity for all Customers being served by Pool Manager.

- B. Pool Manager Monthly Delivery Variance**
Invoices to Pool Manager for Pool Manager Monthly Delivery Variance will be computed using the following methodology. Invoices will be based on the Company's PGCRF in effect during the month the delivery variance was created.

Transportation Cost Recovery Clause

Company shall accrue expenses, including implementation expenses, associated with the offering of transportation services to all non-residential customers. Such expenses shall be recovered by Company through a Transportation Cost Recovery Clause ("TCR") applicable to all non-residential customers excluding Large Volume Interruptible Transportation Service customers and any other customer(s) under special contracts.

Non-monitored Transportation Administration Charge

A Non-monitored Transportation Administration Charge ("NTAC") shall apply to all non-residential customers not subject to a Transportation Administration Charge ("TAC"). Such customers will not be required by the Company to have electronic measurement equipment for the monitoring of their gas usage. The NTAC shall be billed on a per therm basis applied to the customer's natural gas consumption. The NTAC rate shall be filed with staff on an annual basis. The NTAC is instituted to compensate the Company for its incremental expense, beyond those expenses covered through the TCR, associated with making transportation service available to all non-residential customers.

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<u>Excess Flow Valve Notice</u>	<u>EFVN</u>	<u>36.003</u>
<u>Deposit Receipt</u>	<u>DR</u>	<u>36.004</u>
<u>Standard Commercial Natural Gas Service Agreement</u>	<u>SCNGSA</u>	<u>36.005-36.010</u>
<u>DDQ Change Request Form</u>	<u>DDQ</u>	<u>36.011</u>
<u>Pool Manager Change Request Form</u>	<u>PM</u>	<u>36.012</u>
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Issued by: E. F. Patterson J. T. English, President & CEO
 Issued on: March 3, 1977

Effective: March 3, 1977

STANDARD FORMS
APPLICATION FOR SERVICE
NATURAL GAS

FLORIDA PUBLIC UTILITIES COMPANY
APPLICATION FOR SERVICE
NATURAL GAS

I, _____ (Applicant) as _____ of property located at
Name Owner/Tenant

Street Address City County

Florida hereby request Florida Public Utilities Company (Company) to install a gas service line and facilities to provide natural gas service at the aforementioned address.

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

Applicant and owner agree to permit the Company to install its facilities on the property and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read its meter; and 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.

Company and applicant agree to respectively assume full responsibility and liability for the installation, maintenance and operation of the facilities owned and operated by each; each shall indemnify and save harmless the other from any or all loss or damage sustained and from any or all loss or damage, including injury to persons or property incurred, arising from any act or accident in connection with the installation, presences, maintenances 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.

Applicant, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property owner's consent for the installation of a natural gas service on the property or have property owner complete owner's consent portion of this agreement.

All correspondence and notices required under this application are to be addressed as follows:

As to Applicant:	_____	_____
	Street	City and State
As to Property Owner If other than Applicant	_____	_____
	Street	City and State
As to Company:	_____	_____
	Street	City and State

Application Submitted By: _____
Applicant's Signature

Print or Type Name

(Continued to Sheet No. 36.002)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
APPLICATION FOR SERVICE
NATURAL GAS
(Continued from Sheet No. 36.001)

Application Accepted For Company By: _____
Signature

Print or Type Name

PROPERTY OWNER'S CONSENT

_____ as the owner(s) of the property located at
Owner/Tenant

Street Address City or Town State

County, hereby grant to Florida Public Utilities Company the right to

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted: _____
Owner

Name and Title

Print or Type
_____ 20
Date

Attested by: _____
Name and Title

Print or Type
_____ 20
Date

STANDARD FORMS
EXCESS FLOW VALVE NOTICE

Excess Flow Valve Notice

As required by the Code of Federal Regulations, Title 49, Part 192, Florida Public Utilities Company (FPUC) hereby provides notification that you have the option to have FPUC install an Excess Flow Valve (EFV) in your new or replaced gas service line, if your line is installed or replaced after February 3, 1999.

The EFV is a safety device designed to shut-off the flow of natural gas in the event the flow of gas exceeds the manufacturer design capacity which may occur when a line is accidentally ruptured. This device will be activated when the design flow is exceeded. The EFV will meet all requirements of Part 192.381 of the Code of Federal Regulations. The EFV will be installed underground at the connection with the gas main.

The installation cost of this device is \$ If a request is made prior to service line installation or replacement. Additional charges may apply if customer requests the EFV after the service line installation or replacement.

The above charge covers only the installation of the EFV. Additional charges may be incurred for maintenance and replacement of the EFV.

Installation of the EFV will be done only at your request and upon acceptance of the charges herein stated.

FPUC does not warrant the device other than the EFV manufacturer warranty.

If you have any questions regarding this NOTICE or this Rule, please call your local Florida Public Utilities Company office.

I have received, reviewed and understood the option of installing an Excess Flow Device on my gas service.

_____ I hereby accept the installation of an EFV.

_____ I hereby decline the installation of an EFV.

Signature

Name (please print)

Address

City

Date

STANDARD FORMS
CUSTOMER RECEIPT OF DEPOSIT

FLORIDA PUBLIC UTILITIES COMPANY		338404						
ACCOUNT #		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50px;">CASH</td><td style="width: 50px;">_____</td></tr> <tr><td>M/O</td><td>_____</td></tr> <tr><td>CHECK</td><td>_____</td></tr> </table>	CASH	_____	M/O	_____	CHECK	_____
CASH	_____							
M/O	_____							
CHECK	_____							
NAME _____	DEPOSIT	BILL						
ADDRESS _____		<input type="checkbox"/>						
CITY _____ ZIP _____	SERVICE CHARGE	<input type="checkbox"/>						
PHONES H/ () _____ W/ () _____								
DRVS LIC _____ ST _____	TOTAL							
SOC SEC _____								
PREPARED BY _____ DATE _____								
<small>REV. 3/80</small>	<small>OFFICIAL VALIDATION REQUIRED</small>	<small>SEE REVERSE SIDE FOR DEPOSIT DISCLAIMER</small>						
		<small>FPU-012</small>						

DEPOSIT DISCLAIMER

YOUR ACCOUNT HAS BEEN CHARGED WITH THE AMOUNT SHOWN TO ESTABLISH A DEPOSIT FOR UTILITY SERVICES. THE DEPOSIT WILL BE RETURNED UPON PAYMENT IN FULL OF ALL INDEBTEDNESS TO THE COMPANY. IN THE EVENT OF ANY UNPAID INDEBTEDNESS TO THE COMPANY, THIS DEPOSIT WILL BE APPLIED TO SUCH INDEBTEDNESS AND A REFUND OF THE BALANCE, IF ANY, WILL BE MADE. INTEREST WILL BE APPLIED FROM THE DAY YOUR DEPOSIT IS MADE. ONCE THE DEPOSIT HAS BEEN IN EXISTENCE FOR A CONTINUOUS PERIOD OF SIX MONTHS.

THE TOTAL DEPOSIT IS NOT TO EXCEED CHARGES FOR TWO AVERAGE BILLING PERIODS. THEREFORE AN ADDITIONAL DEPOSIT MAY BE REQUIRED AT A LATER DATE. THIS CERTIFICATE IS NOT TRANSFERABLE.

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as "Company" and:

Company Name: _____
Contact Person & Title: _____
Service Address: _____
Mailing Address: _____
Telephone Number: _____
Facsimile Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule selected below:

Rate Schedules

_____ General Service _____ General Service Transportation Service
_____ Large Volume Service _____ Large Volume Transportation Service
_____ Interruptible Service _____ Interruptible Transportation Service

Term of Agreement

Service under this Agreement shall commence on the _____ day of _____, 20____, or on the first day following the date the Company completes the installation of necessary mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of _____ year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Florida Public Service Commission ("F.P.S.C.").

Tariff for Gas Service

All terms and conditions set forth in Company's F.P.S.C. Gas Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's F.P.S.C. Gas Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of Company's F.P.S.C. Gas Tariff are available for public reference during normal business hours at each of the Company's natural gas division offices.

Type of Service

The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of gas sold or delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.

(Continued to Sheet No. 36.006)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.005)

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, 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.

Notices

All correspondence and notices required under this Agreement, except notice of gas supply interruption or restoration of service are to be addressed at the above listed address, fax machine or e-mail address and to Company at Florida Public Utilities Company, Gas Supply Department, Post Office Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine at (561) 838-1713. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the express written permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS, and ITS customers shall designate a Pool Manager from Company' List of Approved Pool Managers in Exhibit A. Customer shall cause Pool Manager to affix a duly authorized signature acknowledging such election.

Point of Receipt and Point of Delivery (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS, and ITS customers will cause Customer's natural gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level (Rate Schedules GSTS, LVTS & ITS only)

Rate Schedule GSTS, LVTS and ITS customers will elect a Daily Delivery Quantity ("DDQ") by month in exhibit A. Customer's Pool Manager will be required to accept a capacity relinquishment in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of Florida Gas Transmission Company's capacity seasons.

Monthly Minimum Bill Quantity (Rate Schedules LVTS, IS & ITS only)

Rate Schedule LVTS, IS and ITS customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver gas to Customer at the Point of Delivery at a pressure of not less than _____ PSIG.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective F.P.S.C. Gas Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

(Continued to Sheet No. 36.007)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.006)

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

(Continued to Sheet No. 36.008)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.007)

Venue

The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____

By: _____

Title: _____

CUSTOMER NAME

Attest: _____

By: _____

Title: _____

(Continued to Sheet No. 36.009)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.008)

EXHIBIT A
TO THE STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
BY AND BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

DAILY DELIVERY QUANTITY (DDQ) ELECTION

DAILY DELIVERY QUANTITY (DDQ) – THERMS PER DAY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

COMPANY'S POINT OF RECEIPT DESIGNATION

Customer shall deliver natural gas to Company at:

_____ DRN Number

_____ Point Name

COMPANY'S POINT OF DELIVERY DESIGNATION

Company shall deliver natural gas to Customer at Company owned meter located at:

_____ Customer's Service Address

_____ City, State, Zip Code

MONTHLY MINIMUM BILL QUANTITY (Thems)

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

Customer designates:

Pool Manager Name:

_____ as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. Customer is required to obtain Pool Manager's signature on this Notice prior to transmission to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

Check appropriate provision:

- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager.
- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager except: _____

(Continued to Sheet No. 36.010)

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
STANDARD COMMERCIAL NATURAL GAS SERVICE AGREEMENT
(Continued from Sheet No. 36.009)

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

Pool Manager Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
DDQ CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

DDQ CHANGE REQUEST FORM

Customer Name: _____ **Telephone Number:** _____
Account Number _____ **Facsimile Number:** _____
Date of Requested Change: _____

CUSTOMER HEREBY REQUESTS TO CHANGE THE DAILY DELIVERY QUANTITY FOR THE ACCOUNT LISTED ABOVE:

DAILY DELIVERY QUANTITY (DDQ) – THERMS PER DAY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Customer must submit this form ten (10) working days prior to the date of requested change. Customer may submit this form via facsimile at (561) 838-1713 or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy. Failure to submit this form in a timely manner may lead to a delay in implementing the requested change. Customer is responsible for obtaining the signature of their Pool Manager acknowledging the requested change in Daily Delivery Quantity. Company will review Customer's requested change in Daily Delivery Quantity and reserves the right to disapprove any change request that cannot be substantiated by Customer's historical consumption, additions of equipment or in the case of a new Customer projected attached load or historical consumption of a similarly situated Customer. A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
_____	_____	_____
Customer Signature	Pool Manager Signature	Company Signature
_____	_____	_____
Title	Title	Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
POOL MANAGER CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number: _____ Facsimile Number: _____
Date: _____

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
Customer designates:

Pool Manager Name: _____
as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. The designation of Customer Pool Manager will be effective on _____, which does not predate the date of this Notice. Customer is required to obtain Pool Manager's signature prior to transmitting this Notice to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

Check appropriate provision:

- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager.
- Upon the effective date of this Notice, Customer authorizes Company to release all necessary information pertaining to Customer's historical consumption to its designated Pool Manager except: _____

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

Customer agrees that a service charge may apply to this designation as defined in Company's F.P.S.C. Gas Tariff.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
_____	_____	_____
Customer Signature	Pool Manager Signature	Company Signature
_____	_____	_____
Title	Title	Title
Issued by: J. T. English, President & CEO		Effective:

STANDARD FORMS
POOL MANAGER TERMINATION OF SERVICE NOTICE FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER TERMINATION OF SERVICE NOTICE

Date: _____

Pool Manager Name: _____

NOTICE TO:

Customer Name: _____ **Telephone Number:** _____
Account Number: _____ **Facsimile Number:** _____

This will serve as notice to the above listed Customer that the above Pool Manager will terminate service effective on _____, which does not predate the date of this notice. Pool Manager is required to obtain Customer's signature on this Notice prior to transmission to Company. Pool Manager can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company, provided Company receives the original, hard-copy within seven (7) business days of receipt of the facsimile copy.

A COPY OF THIS NOTICE WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Pool Manager Signature

Customer Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
POOL MANAGER AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
POOL MANAGER AGREEMENT

THIS AGREEMENT executed by and between FLORIDA PUBLIC UTILITIES COMPANY ("Company") and the undersigned prospective Pool Manager ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pool Manager on Company's distribution system as such terms are defined in the Company's F.P.S.C. Gas Tariff, and

WHEREAS, the Company's F.P.S.C. Gas Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pool Manager on its distribution system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

1. Pool Manager agrees to comply with and be subject to all of the provisions of the Company's F.P.S.C. Gas Tariff relating to Pool Manager.
2. Notices or communications to the Undersigned may be given to:

Mailing Address: _____

Attention _____
Telephone: _____
Facsimile: _____
E-mail address: _____

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the _____ day of _____, in the year of _____.

Full Name of Prospective Pool Manager

By: _____

Title: _____

ACCEPTED by Florida Public Utilities Company on _____ of _____.

By: _____

Title: _____

Pool Manager Account Number assigned by Florida Public Utilities Company

Issued by: J. T. English, President & CEO

Effective:

STANDARD FORMS
RESIDENTIAL SERVICE CONTRACT

FLORIDA PUBLIC UTILITIES COMPANY
RESIDENTIAL SERVICE CONTRACT

THIS agreement entered into this _____ day of _____, 1920 _____ between Florida Public Utilities Company, hereinafter called "Company" and _____ hereinafter called "Customer".

Customer agrees to buy gas from Company and Company agrees to sell gas to Customer at: _____ under Company's Rate

(Street) (City and State)

Schedule No. _____ a copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this contract for the term of _____ year(s) after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date. Service under this agreement shall commence on or about _____, 1920 _____ or within _____ days of the date that Company has installed the necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.

The Customer's monthly requirements under the terms and conditions of this contract shall be less / more than 5,000 therms per month.

Customer agrees to pay Company for all service rendered hereunder at the above designated rate as it is now or may subsequently be lawfully amended or superseded.

This agreement includes Company's Rules and Regulations except in such terms wherein a contrary intent is here expressed.

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 constitutes 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 Railroad and Public Utilities Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property 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.

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

All correspondence and notices required under this contract are to be addressed to Customer at:

_____, and to Company at:
(Street) (City and State)

(Street) (City and State)

(Customer)

APPROVED AND ACCEPTED BY
FLORIDA PUBLIC UTILITIES COMPANY

by _____
(Designated Title)

by _____

Witness _____

Witness _____

STANDARD FORMS
FLORIDA PUBLIC UTILITIES COMPANY
GAS SERVICE CONTRACT
INTERRUPTIBLE GAS SERVICE

~~THIS CONTRACT executed in duplicate as of the _____ day of _____, 19____, by and between FLORIDA PUBLIC UTILITIES COMPANY, a Florida Corporation, hereinafter referred to as "Company", and: _____ hereinafter referred to as "Customer".~~

~~WITNESSETH: The Company expects to purchase natural gas from its suppliers for resale to Customer. Customer agrees to buy from Company and Company agrees to sell to Customer, gas for the present commercial and/or industrial requirements of the Customer at:~~

~~under Company's Rate Schedule _____ a copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this contract, for the term of four years beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the end of the first contract year either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) at least 60 days prior to the end of the contract year within which the notice is given.~~

~~1. _____ SERVICE COMMENCEMENT: Service under this contract shall commence on the first day of _____, 19____, or on the first day of the month following the date the Company is able to complete the installation of necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.~~

~~2. _____ DAILY QUANTITIES: Customer agrees to purchase and receive from Company and Company agrees to sell and deliver to Customer the following daily quantities of interruptible natural gas:~~

<u>Minimum Daily Quantity</u> <u>(Therms)</u>	<u>Maximum Daily Quantity</u> <u>(Therms)</u>
_____	_____
_____	_____

~~The total quantity of gas which will be available to the Customer under this contract (subject to the interruption provisions thereof) during each service year is _____ therms. For purpose of this contract the term "day" shall be~~

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE GAS SERVICE
(Continued)

~~defined as being a period of 24 consecutive hours beginning and ending at 8 A.M. Eastern Standard Time.~~

~~3. NOTICE OF PROPOSED INCREASE IN SERVICE: If the Customer desires to purchase increased quantities of natural gas under this contract, the Customer shall submit to the Company at least sixty days in advance of the first day of the month it is proposed to purchase such increased quantities of natural gas, estimates of the increased annual and monthly gas requirements, the maximum daily and peak hour increased gas requirements, and if continuous operation of the Customer's facilities is required, a description of standby facilities to be used during interruption or curtailment of gas deliveries. If, in the opinion of the Company, these proposed increases in interruptible deliveries warrant an increase in the Customer's minimum daily purchase quantity, then the Company shall notify the Customer in writing of the increase in minimum daily purchase quantity. If the Company's notice states that it will furnish the additional deliveries of interruptible gas, the minimum daily purchase quantity shall be increased to the new quantity stated in the Company's notice or to such other quantity as the Customer and the Company mutually agree upon, and the additional deliveries of interruptible gas will become effective on such first day of the month as both parties agree upon. The request by the Customer for increased deliveries shall not preclude it from making any subsequent requests for increased deliveries it desires.~~

~~4. NOTICE OF PROPOSED REDUCTION IN SERVICE: At any time after the end of the fourth contract year following the first delivery of gas, the Customer shall have the right, without penalty, to reduce the minimum daily quantity, maximum daily quantity and annual quantities of gas then in effect, by giving the Company at least sixty days written notice thereof effective on the first day of any contract year thereafter.~~

~~5. POINT OF DELIVERY: All gas sold hereunder shall be delivered to Customer at the outlet of Company's metering and regulating equipment.~~

~~6. TYPE OF SERVICE: The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruptions or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on his facilities and equipment and to use only equipment of a character to insure safe utilization of gas delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.~~

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE GAS SERVICE
(Continued)

~~7. DELIVERY PRESSURE: The Company shall deliver gas to Customer at the point of delivery at a pressure of not less than _____.~~

~~8. PRICE: The Customer agrees to pay the Company for all service hereunder under the above designated rate schedule.~~

~~9. BILLS FOR SERVICE: Bill for service hereunder shall be rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.~~

~~10. RULES AND REGULATIONS: The 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 or promulgated by the Florida Public Service Commission or other governmental bodies having jurisdiction thereof.~~

~~11. RESPONSIBILITY AND LIABILITY: The Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, 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.~~

~~12. NOTICES: All correspondence and notices required under this contract, except notices of gas supply interruption or restoration or service, are to be addressed to Customer at: _____~~

~~and to Company at 401 South Dixie, West Palm Beach, Florida. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on the said premises or who answer Customer's telephone.~~

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE GAS SERVICE
(Continued)

~~13. MISCELLANEOUS PROVISIONS: (A) 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 (with portions included by reference) constitutes the entire contract between the parties.~~

~~(B) This contract shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.~~

~~IN WITNESS WHEREOF, the parties hereunto have cause this contract to be duly executed the day and year first above written.~~

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____
(Secretary)

By: _____
(President)

(Corporate Seal)

(Customer)

Attest: _____
(Secretary)

By: _____
(Title)

(Corporate Seal)

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE TRANSPORTATION SERVICE CONTRACT

THIS CONTRACT executed is duplicate as of the _____ day of _____, 19____, by and between FLORIDA PUBLIC UTILITIES COMPANY, a Florida Corporation, hereinafter referred to as "Company", and: _____, a _____ Corporation, hereinafter referred to as "Customer".

WITNESSETH: The Company expects to purchase transportation services and/or natural gas from its suppliers for resale to Customer. Customer agrees to buy from Company and Company agrees to sell to Customer, interruptible transportation service and/or interruptible natural gas for the present commercial and/or industrial requirements of the Customer at: _____

_____ as applicable under Company's Rate Schedule ITS a currently effective copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this contract, for the initial term of one year beginning with the commencement of service by the Company, and thereafter from year to year. At any time either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least one year prior notice.

1. _____ SERVICE COMMENCEMENT: Service under this contract shall commence on the _____ day of _____, 19____ or on the first day of the month following the date the Company is able to complete the installation of necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.

2. _____ DAILY QUANTITIES: Customer agrees to purchase and receive from Company and Company agrees to sell and deliver to Customer the following daily quantities of interruptible transportation service at the point of delivery:

Customer's Minimum Daily
Quantity

Company's Maximum Daily
Quantity

_____ THERMS/DAY

_____ THERMS/DAY

The total quantity of gas which may be available to the Customer under this contract (subject to the interruption provisions thereof) during each service year is _____ therms. For purpose of this contract the term "day" shall be defined as being a period of twenty four (24) consecutive hours beginning and ending at either 8 A.M. and/or 4 P.M. Eastern Standard Time. The election of which period(s) is selected to represent a "day" will be made by the Company and will be specified on Company's nomination forms provided by Company to Customer.

3. _____ POINT OF RECEIPT: All gas services hereunder shall be received by the Company's pipeline supplier(s) at points designated by Company's pipeline supplier(s) as receipt points for transportation services as they are made available by the pipeline(s).

4. _____ POINT OF DELIVERY: All gas services hereunder shall be delivered to Customer by Company at the outlet of Company's metering and regulating equipment.

5. _____ TYPE OF SERVICE: The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on his facilities and equipment and to use only equipment of a character to insure safe utilization of gas delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE TRANSPORTATION SERVICE CONTRACT
(Continued)

6. ~~DELIVERY PRESSURE: The Company shall endeavor to delivery gas to Customer at the point of delivery at a pressure of not less than _____ PSIG.~~

7. ~~PRICE: The Customer agrees to pay the Company for all service hereunder under the above designated rate schedule.~~

8. ~~BILLS FOR SERVICE: Bill and payments shall be rendered in accordance with the Rules and Regulations section of Company's currently effective F.P.S.C. gas tariff.~~

9. ~~RULES AND REGULATIONS: (A) The 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 or promulgated by the Florida Public Service Commission or other governmental bodies having jurisdiction thereof.~~

~~(B) Gas service under the elected rate schedule will be furnished in accordance with the Company's F.P.S.C. Gas Tariff as filed with the Florida Public Service Commission, copies of which are available for public reference during normal business hours at each of the Company's natural gas division's offices.~~

10. ~~RESPONSIBILITY AND LIABILITY: The Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, 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, guest or invitees.~~

11. ~~NOTICES: All correspondence and notices required under this contract, except notice of gas supply interruption or restoration of service, are to be addressed to Customer at: _____ or to Customer fax machine and to Company at P. O. Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the expressed permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on the said premises or who answer Customer's telephone.~~

12. ~~REVISED TARIFFS: Company, at its discretion or upon order of the Florida Public Service Commission, and upon the approval of the Florida Public Service Commission may revise and supersede the currently effective tariff sheets for the aforementioned rate schedule. In such case the revised and approved tariff sheets will supersede the currently effective tariff sheets and will become part of this contract. Tariff language shall govern in any and all conflicts between this Contract and the current, superseded or revised F.P.S.C. Gas Tariff.~~

13. ~~MISCELLANEOUS PROVISIONS: (A) 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 with portions included by reference constitutes the entire contract between the parties.~~

RESERVED FOR FUTURE USE

STANDARD FORMS
INTERRUPTIBLE TRANSPORTATION SERVICE CONTRACT
(Continued)

~~(B) This contract shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.~~

~~14. ASSIGNMENT: Neither party shall assign this Contract or any portion hereof, or any of its rights and obligations under this Contract without the expressed written permission of the other party.~~

~~15. HEADINGS AND CAPTIONS: The headings and captions in this Contract are for convenience and shall not constitute a part of the agreement or be considered interpretive of the agreement.~~

~~16. PERFORMANCE: The failure of either party to insist upon strict performance of any provision of this Contract shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.~~

~~17. INTERPRETATION: This Contract shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.~~

~~IN WITNESS WHEREOF, the parties hereunto have caused this contract to be duly executed the day and year first above written.~~

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____ By: _____
(Secretary) (President)

(Corporate Seal)

(Customer)

Attest: _____ By: _____
(Secretary) (Title)

(Corporate Seal)

RESERVED FOR FUTURE USE

STANDARD FORMS
FLORIDA PUBLIC UTILITIES COMPANY
LARGE VOLUME TRANSPORTATION SERVICE CONTRACT

~~THIS CONTRACT executed in duplicate as of the _____ day of _____, 19____, by and between FLORIDA PUBLIC UTILITIES COMPANY, a Florida Corporation, hereinafter referred to as "Company", and: _____, a _____ Corporation, hereinafter referred to as "Customer".~~

~~WITNESSETH: The Company expects to purchase transportation services and/or natural gas from its suppliers for resale to Customer. Customer agrees to buy from Company and Company agrees to sell to Customer, firm transportation service and/or firm natural gas for the present commercial and/or industrial requirements of the Customer at: _____~~

~~_____ as applicable under Company's Rate Schedule LVTS a currently effective copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this contract, for the initial term of one year beginning with the commencement of service by the Company, and thereafter from year to year. At any time either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least one year prior notice.~~

~~1. _____ SERVICE COMMENCEMENT: Service under this contract shall commence on the _____ day of _____, 19____ or on the first day of the month following the date the Company is able to complete the installation of necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.~~

~~2. _____ MONTHLY QUANTITIES: Customer agrees to purchase and receive from Company and Company agrees to sell and deliver to Customer the following monthly quantities of firm transportation service at the point of delivery:~~

Customer's Minimum Monthly
Quantity

_____ THERMS/MONTH

~~For purpose of this contract the term "day" shall be defined as being a period of twenty four (24) consecutive hours beginning and ending at 10 A.M. Eastern Clock Time. The election of which period(s) is selected to represent a "day" will be made by the Company and will be specified on Company's nomination forms provided by Company to Customer.~~

~~3. _____ POINT OF RECEIPT: All gas services hereunder shall be received by the Company's pipeline supplier(s) at points designated by Company's pipeline supplier(s) as receipt points for transportation services as they are made available by the pipeline(s).~~

~~4. _____ POINT OF DELIVERY: All gas services hereunder shall be delivered to Customer by Company at the outlet of Company's metering and regulating equipment.~~

~~5. _____ TYPE OF SERVICE: The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on his facilities and equipment and to use only equipment of a character to insure safe utilization of gas delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.~~

RESERVED FOR FUTURE USE

STANDARD FORMS
FLORIDA PUBLIC UTILITIES COMPANY
LARGE VOLUME TRANSPORTATION SERVICE CONTRACT
(Continued)

6. ~~DELIVERY PRESSURE: The Company shall endeavor to delivery gas to Customer at the point of delivery at a pressure of not less than _____ PSIG.~~

7. ~~PRICE: The Customer agrees to pay the Company for all service hereunder under the above designated rate schedule.~~

8. ~~BILLS FOR SERVICE: Bill and payments shall be rendered in accordance with the Rules and Regulations section of Company's currently effective F.P.S.C. gas tariff.~~

9. ~~RULES AND REGULATIONS: (A) The 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 or promulgated by the Florida Public Service Commission or other governmental bodies having jurisdiction thereof.~~

~~(B) Gas service under the elected rate schedule will be furnished in accordance with the Company's F.P.S.C. Gas Tariff as filed with the Florida Public Service Commission, copies of which are available for public reference during normal business hours at each of the Company's natural gas division's offices.~~

10. ~~RESPONSIBILITY AND LIABILITY: The Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, 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, guest or invitees.~~

11. ~~NOTICES: All correspondence and notices required under this contract, except notice of gas supply interruption or restoration of service, are to be addressed to Customer at: _____ or to Customer fax machine and to Company at P. O. Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the expressed permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on the said premises or who answer Customer's telephone.~~

12. ~~REVISED TARIFFS: Company, at its discretion or upon order of the Florida Public Service Commission, and upon the approval of the Florida Public Service Commission may revise and supersede the currently effective tariff sheets for the aforementioned rate schedule. In such case the revised and approved tariff sheets will supersede the currently effective tariff sheets and will become part of this contract. Tariff language shall govern in any and all conflicts between this Contract and the current, superseded or revised F.P.S.C. Gas Tariff.~~

13. ~~MISCELLANEOUS PROVISIONS: (A) 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 with portions included by reference constitutes the entire contract between the parties.~~

RESERVED FOR FUTURE USE

Issued by: F. C. Cressman J. T. English, President & CEO

Effective: July 1, 1998

STANDARD FORMS
FLORIDA PUBLIC UTILITIES COMPANY
LARGE VOLUME TRANSPORTATION SERVICE CONTRACT
(Continued)

~~(B) This contract shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.~~

~~14. ASSIGNMENT: Neither party shall assign this Contract or any portion hereof, or any of its rights and obligations under this Contract without the expressed written permission of the other party.~~

~~15. HEADINGS AND CAPTIONS: The headings and captions in this Contract are for convenience and shall not constitute a part of the agreement or be considered interpretive of the agreement.~~

~~16. PERFORMANCE: The failure of either party to insist upon strict performance of any provision of this Contract shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.~~

~~17. INTERPRETATION: This Contract shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.~~

~~IN WITNESS WHEREOF, the parties hereunto have caused this contract to be duly executed the day and year first above written.~~

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____
(Secretary)

By: _____
(President)

{Corporate Seal}

(Customer)

Attest: _____
(Secretary)

By: _____
(Title)

{Corporate Seal}

RESERVED FOR FUTURE USE

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the ____ day of _____, 1920, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part and _____, hereinafter referred to as the "Consumer", party of the second part, witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will extend or increase its facilities as follows:

The Utility will commence the extension or increase of its facilities forthwith after the execution of the Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the utility.

2. To compensate the Utility for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of the Agreement has paid to the Utility the sum of \$_____, the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in _____ County, Florida. The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations; 7 part B, paragraph 2, shall be exercised according to option (a) at the end of the initial year of service or (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is \$_____. Consumer agrees that option _____ is to be used.

(Continued to Sheet No. 43)

Issued by: ~~E. J. Patterson~~ J. T. English, President & CEO
Issued on: May 1, 1983

Effective: May 1, 1983

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT
(Continued from Sheet No. 42)

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT
(Continued)

4. The parties agree that the Utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein, and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.

5. After the extension or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Utility's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in the Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided however, that the Consumer may not transfer or assign all or any part of the Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

FLORIDA PUBLIC UTILITIES COMPANY

Consumer _____

By _____
Its Agent

By _____
Title

Issued by: ~~E. J. Patterson~~ J. T. English, President & CEO
Issued on: May 1, 1983

Effective: May 1, 1983

STANDARD FORMS
IMPROVEMENT OR RELOCATION OF EXISTING FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
IMPROVEMENT OR RELOCATION OF EXISTING
FACILITIES AGREEMENT

This agreement, executed in duplicate as of the _____, day of _____ A.D. 1920_____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "utility", party of the first part, and _____, hereinafter referred to as the "consumer", party of the second part, witnesseth:

Whereas, the consumer is desirous of securing an improvement or relocation of existing facilities of the utility as hereinafter described; and whereas, the utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The utility will improve or relocate existing facilities as follows:

The utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvement or relocation of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the utility.

2. To compensate the utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the consumer simultaneously with the execution of this agreement has paid to the utility the sum of \$_____, the receipt of which hereby is acknowledged by the utility. The parties agree that said sum paid by the consumer to and received by the utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

(Continued to Sheet No. 45)

Issued by: E. J. Patterson, J. T. English, President & CEO
Issued on: May 1, 1983

Effective: May 1, 1983

STANDARD FORMS
IMPROVEMENT OR RELOCATION OF EXISTING FACILITIES AGREEMENT
(Continued from Sheet No. 44)

FLORIDA PUBLIC UTILITIES COMPANY
IMPROVEMENT OR RELOCATION OF EXISTING
FACILITIES AGREEMENT
(Continued)

4. After the improvement or relocation of the facilities described above, the consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the utility.

In witness whereof, the parties hereto have executed this agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By _____
Its Agent

By _____
Consumer

Issued by: E. J. Patterson, J. T. English, President & CEO
Issued on: May 1, 1983

Effective: May 1, 1983