



***City Gas Company
of Florida***

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030569-GU

**TARIFF SHEETS
LEGISLATIVE AND
PROPOSED FORMATS**

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CITY GAS COMPANY OF FLORIDA

FPSC NATURAL GAS TARIFF

VOLUME NO. 7

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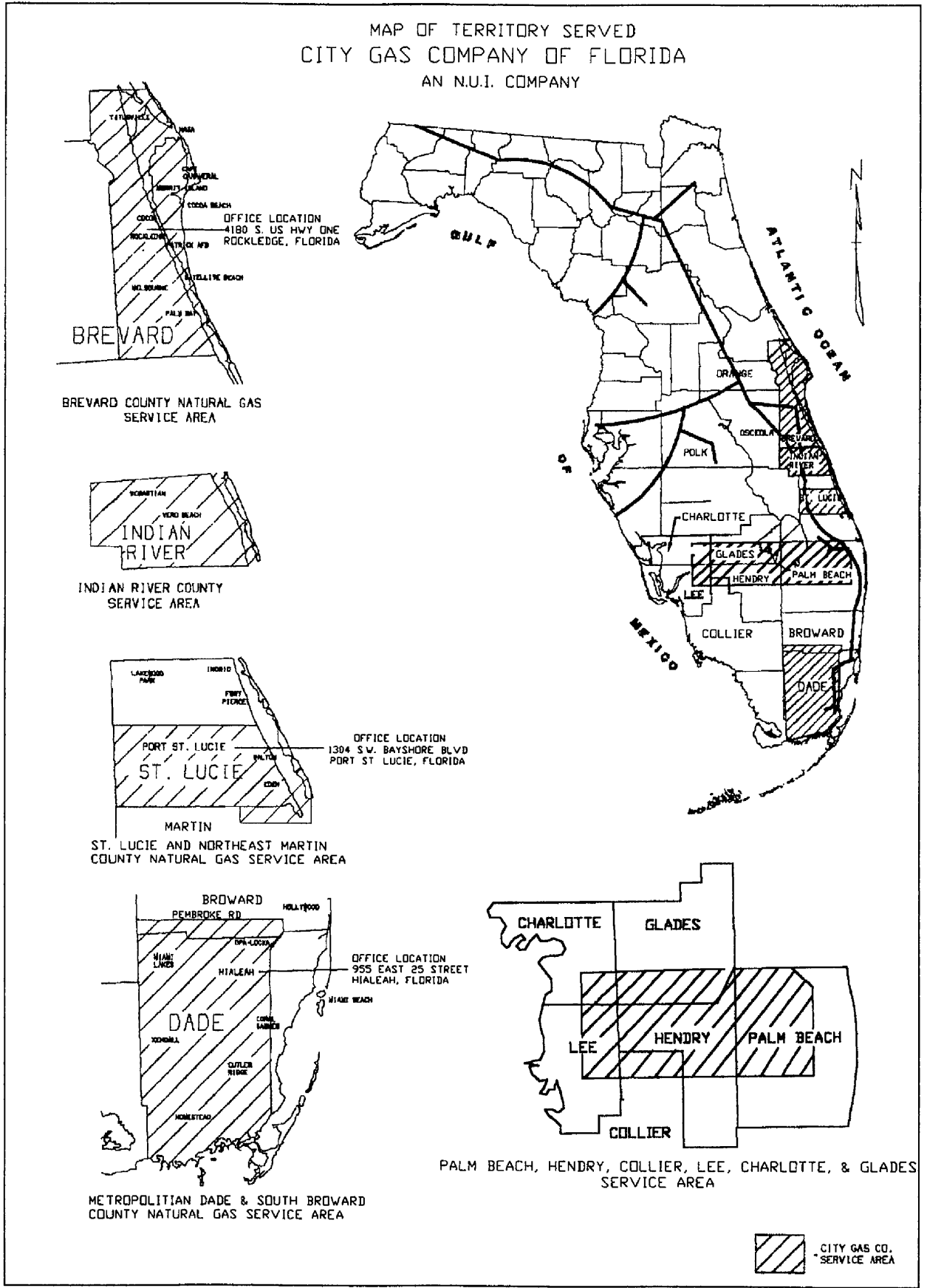
CITY GAS COMPANY OF FLORIDA
NATURAL GAS TARIFF
ORIGINAL VOLUME NO. 7
AS FILED WITH THE
FLORIDA PUBLIC SERVICE COMMISSION

Territory Served

Miami-Dade, Broward, St. Lucie, Indian River, Brevard, Palm Beach, Hendry, Lee, Glades, Charlotte, Collier, and Martin Counties, Florida; other than those areas presently served by other natural gas companies.

(See map on following page)

MAP OF TERRITORY SERVED
 CITY GAS COMPANY OF FLORIDA
 AN N.U.I. COMPANY



LIST OF COMMUNITIES SERVED

<u>Municipalities</u>	<u>Unincorporated Communities</u>
Brevard County:	
*Cape Canaveral	Merritt Island
*Cocoa	Whispering Hills
*Cocoa Beach	
Indialantic	
*Indian Harbour Beach	
*Melbourne	
Melbourne Beach	
Melbourne Village	
Mims	
*Palm Bay	
Palm Shores	
*Rockledge	
*Satellite Beach	
*Titusville	
*West Melbourne	
Miami-Dade County:	
*Coral Gables	Carol City
Doral	
*Hialeah	Cutler Ridge
*Hialeah Gardens	Howard
*Homestead	
*Medley	
*Miami (West of 27 th Avenue)	Norland
Miami Lakes	
*Miami Springs	Palm Springs
*Miami North (Breezeswept only)	Pennsuco
*North Miami Beach (Skylake only)	Perrine
*Opa Locka	Westchester
Palmetto Bay	
*South Miami	
*Sweetwater	
*Village of Pinecrest	
*Virginia Gardens	
*West Miami	

*Franchise held by City Gas Company

LIST OF COMMUNITIES SERVED
(Continued)

Municipalities

Unincorporated
Communities

Broward County:

*Miramar
Pembroke Park

Lake Forest
West Hollywood

Hendry County

* Labelle

Indian River County:

*Vero Beach

Palm Beach County:

* Belle Glade
South Bay

St. Lucie County:

*Port St. Lucie

Charlotte County

Collier County

Glades County

Lee County

Ft. Myers Shores

Martin County

*Franchise held by City Gas Company

TECHNICAL TERMS AND ABBREVIATIONS

Alternate Fuel

A fuel which provides an equivalent amount of energy computed on a "BTU" basis. It is not limited to any specified source of energy. Alternate fuel may include natural gas and, in the Company's opinion, any viable economic alternatives.

British Thermal Unit (BTU)

The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit at or near 39.2 degrees Fahrenheit.

Commission or PSC

Unless otherwise indicated means the Florida Public Service Commission.

Company or City Gas Company

NUI Utilities, Inc. d/b/a City Gas Company of Florida ("City Gas").

Customer

A person or entity who takes service from the Company under a Rate Schedule.

Margin Revenue

Revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer.

Non-Residential Customers

Those Customers who are not Residential.

Residential Customers

All those Customers using gas service for domestic purposes, for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations for non commercial uses.

Sales Service or Sales Customer

Customers receiving gas supply from the Company.

Therm

A unit of heating energy equivalent to one hundred thousand (100,000) British thermal units.

Transportation Service or Transportation Customer

Customers receiving gas supply from a Third Party Supplier.

RULES AND REGULATIONS

1. GENERAL

These Rules and Regulations of the Company shall supplement the Rules and Regulations of the Florida Public Service Commission governing service by gas public utilities. Where contradiction is developed as between interpretation of the Company's Rules and Regulations and the Commission's Rules and Regulations, the latter shall be deemed to override the former.

The Company shall furnish service to applicants under the filed rates and in accordance with these Rules and Regulations.

2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS

The Company requires an initial deposit of two times the estimated monthly bill plus an amount for the connect and disconnect charge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills.

Interest will be paid by the Company on Customer deposits at the rate of 6 percent per annum. The Company will pay interest on certain qualifying Non-Residential Customer deposits at the rate of 7 percent per annum. The 7% rate will apply to Non-Residential deposits in those cases where the Customer has established a satisfactory payment record and has had continuous service for a period of 23 months (PSC Rule 25-7.083(6)). The Company has the option of refunding deposits after 23 months. The amount of such interest due any Customer shall be credited to the Customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period.

When service is terminated, any balance of the amount deposited and interest accrued will be returned to the Customer; or the deposit may be returned at any time previous thereto at the option of the Company. Residential deposits will be returned after the Customer has had continuous service for a period of 23 months and has not in the preceding 12 months made more than one late payment of a bill, paid with a check refused by a bank, been disconnected for non-payment, tampered with the gas meter, or used service in a fraudulent or unauthorized manner. In each case where a refund is made the amount of the deposit and interest will be applied against any amount owed by the Customer and the balance refunded. At the option of the Customer, the deposit will be refunded in full after payment of the final bill.

All Commission Rules and Regulations pertaining to Customer deposits (PSC Rule 25-7.083) are incorporated herein by reference and those Commission Rules govern in the event of conflict with Company Rules herein.

RULES AND REGULATIONS (Continued)

3. METERING

The Customer shall provide a suitable location satisfactory to the Company for its metering equipment.

This location shall be convenient and accessible at all times to the Company for its meter readers and other agents. This location shall conform with all local, State and Federal requirements and with the rules of the National Board of Fire Underwriters.

The representatives of the Company shall be given access to the premises of the Customer at all reasonable times for obtaining meter readings, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of the Company installed on the premises, and particularly for emergency purposes.

The Company in its sole discretion may install, at its expense, an Automatic Meter Reading ("AMR") device to monitor a Customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure or such equipment is required by the Rate Schedule under which the Customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the Customer's expense. If an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections.

Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Company.

All equipment furnished by the Company shall remain its property and may be replaced whenever deemed necessary by the Company or as required by the Commission and may be removed by the Company at any time after discontinuance of service. Payments made by the Customer shall not give the Customer ownership of the equipment.

The Customer shall be liable to the Company for damage to or loss of meters, connections, or other Company property on their premises due to negligence or carelessness on the part of the Customer, members of their household, their agents, or employees

The gas supplied to any Customer shall be measured at the pressure existing at the meter. Gas supplied at other than the standard delivery pressure of the Company will be corrected to effect meter readings at the standard delivery pressure.

RULES AND REGULATIONS (Continued)

3. METERING (Continued)

With the exception of the following, the gas supplied to any Customer, under any of the Company's Rate Schedules, shall not be re-metered or sub-metered for sale either directly or indirectly. Under no conditions will service be rendered under any agreement whereby the Customer or their tenants resell the gas either within or without their premises, nor under conditions by which gas is transmitted outside the premises under contract.

A. Residential Meter Reading

All Residential Customers shall be included in one of the Company's regularly scheduled meter reading cycles with each cycle being read every other month. Customers may provide the Company with a meter reading during those months in which an actual reading is not scheduled. To provide a reading, the Customer may utilize either a Company provided meter reading card and return it for bill processing or call the number listed on the bill to report a current meter reading. Customer meter readings will be noted as estimated until the Company obtains an actual meter reading.

B. Meter Reading Estimates

Where the Company does not, for any reason, read the meter, the Company may estimate the amount of gas supplied based upon past usage, seasonal conditions, and other available information and submit a bill determined on that basis. Such a bill shall be marked as an estimated bill. Adjustment of Customer's estimated usage to actual usage shall be made when an actual reading is next obtained.

C. PSC Rule 25-7.071 Measuring Customer Service

PSC Rule 25-7.071 is included herein:

(1) All gas sold to Customers shall be measured by commercially acceptable measuring devices owned and maintained by the utility, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in the utility's filed tariff.

(2)(a) Individual gas metering by the utility shall be required for each separate occupancy unit of new commercial establishments, Residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual meters shall not, however, be required:

RULES AND REGULATIONS (Continued)

3. METERING (Continued)

C. PSC Rule 25-7.071 Measuring Customer Service (Continued)

i. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;

ii. For gas used in central heating, central water heating ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems:

iii. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreation vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means;

iv. In such multiple occupancy units which would require the provision of individual gas service above the second story, unless specifically requested.

(2)(b) For purposes of this Rule:

i. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit Residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease or ownership agreement for such unit.

ii. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for consideration, receives a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

RULES AND REGULATIONS (Continued)

3. METERING (Continued)

C. PSC Rule 25-7.071 Measuring Customer Service (Continued)

iii. The construction of a new commercial establishment, Residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

iv. 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)iii and master metering is used in lieu thereof, sub-metering may be used by the Customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by the utility. The term "cost" as used herein represents only those charges specifically authorized by the gas utility's tariff including but not limited to the Customer, energy, purchased gas adjustment, and conservation charges made by the gas utility plus applicable taxes and fees to the 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.

4. PIPING AND APPLIANCES

The piping, fixtures, and appliances for which the Customer is responsible shall be maintained in conformity with all Local, State and Federal requirements and with the rules of the National Board of Fire Underwriters.

5. GAS LEAKS

The Customer shall give immediate notice to the Company of leakage of gas. No deduction on account of leakage shall be required to be made from Customer's bills unless such leakage occurs as the result of fault or neglect of agents of the Company. In case of leakage or fire, the stopcock at the meter should be closed without delay and no light or flame used in the vicinity of the leak.

6. CONNECT CHARGE

A charge of \$50.00 for Residential service or \$110.00 for Non-Residential service will be made on the Customer's next bill when gas service is initiated, connected or turned-on.

RULES AND REGULATIONS (Continued)

7. RECONNECTION CHARGE

A charge of \$50.00 for Residential service or \$170.00 for Non-Residential service will be made on the Customer's next bill when gas service is reconnected after disconnection for non-payment of bills.

8. LATE PAYMENT CHARGE

A bill shall be considered past due upon the expiration of twenty (20) days from the date of mailing or other delivery thereof by Company. The balance of all past due charges for services rendered are subject to a Late Payment Charge of 1.5% or \$5.00 whichever is greater, except that the Late Payment Charge applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities shall be at a rate no greater than allowed, and in a manner permitted by applicable law.

9. OTHER CHARGES

The following charges relating to Customer accounts will apply:

Change of account	\$20.00
Customer requested temporary disconnection	\$20.00
Bill collection in lieu of disconnection	\$20.00
Returned check charge, whichever is greater	\$25.00 or 5%
Copy of tariff	\$25.00

10. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER

The Company may temporarily shut off the supply of gas to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency. In addition the PSC Rule 25-7.089, Refusal or Discontinuance of Service by Utility, as follows, shall apply:

(1) Until adequate facilities can be provided a utility may refuse to serve an applicant if, in the best judgment of the utility, it does not have adequate facilities or supply of gas to render the service applied for, or if the service is of a character that is likely to affect unfavorably service to other Customer.

(2) If the utility refuses service for any reason specified in this subsection, the utility shall notify the applicant for service as soon as practicable, pursuant to subsection (5), of the reason for refusal of service. If the utility will discontinue service, the utility shall notify the Customer at least 5 working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the utility's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The 5-day notice provision does not apply to paragraphs (h), (i) or (j). In all instances involving refusal or discontinuance of service the utility shall advise in its notice that persons dissatisfied with the utility's decision to refuse or

RULES AND REGULATIONS (Continued)

10. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER (Continued)

discontinue service may register their complaint with the utility's Customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552 which is a toll free number. As applicable, each utility may refuse or discontinue service under the following conditions:

- (a) For non-compliance with or violation of any State or municipal law or regulation governing gas service.
- (b) For failure or refusal of the Customer to correct any deficiencies or defects in his piping or appliances which are reported to him by the utility.
- (c) For the use of gas for any other property or purpose than that described in the application.
- (d) For failure or refusal to provide adequate space for the meter and service equipment of the utility.
- (e) For failure or refusal to provide the utility with a deposit to insure payment of bills in accordance with the utility's regulations provided that written notice, separate and apart from any bill for service, be given the Customer.
- (f) For neglect or refusal to provide reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility provided that written notice, separate and apart from any bill for service, be given the Customer.
- (g) For non-payment of bills or noncompliance with the utility's rules and regulations, and only after there has been a diligent attempt to have the Customer comply, including 5 working days' written notice to the Customer, such notice being separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the utility's business office is open and the U.S. Mail is delivered. Upon request of the Customer, the utility shall give a copy of the notice of discontinuance to a designated third party in the service area of the utility. A utility shall not, however, refuse or discontinue service for non-payment of a dishonored check service charge imposed by the utility.
- (h) Without notice in the event of a condition known to the utility to be hazardous.
- (i) Without notice in the event of tampering with regulators, valves, meters or other facilities furnished and owned by the utility.
- (j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility, before restoring service, may require the Customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.

RULES AND REGULATIONS (Continued)

10. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER (Continued)

(3) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.

(4) When service has been discontinued for proper cause, the utility may charge a reasonable fee to defray cost of restoring service provided such charge is set out in its approved tariff on file with the Commission.

(5) In case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or Customer in writing of the reason for such refusal or discontinuance.

(6) The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or Customer.

(a) Delinquency in payment for service by a previous occupant of the premises unless the current applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer will receive benefit from such service.

(b) Failure to pay for appliances purchased from the utility.

(c) Failure to pay for a different type of utility service, such as electricity or water.

(d) Failure to pay for a different class of service.

(e) Failure to pay the bill of another Customer as guarantor thereof.

(f) Failure to pay a dishonored check service charge imposed by the utility.

(7) No utility shall discontinue service to any noncommercial Customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day unless such discontinuance is at the request of the Customer or is necessary in the interest of safety. Holiday as used in this subsection shall mean New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

(8) Each utility shall submit, as a tariff item, a procedure for discontinuance of service when that service is medically essential.

Failure of Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.

RULES AND REGULATIONS (Continued)

11. EXTENSION OF FACILITIES

A. Free Extensions of Mains and Services: The maximum capital investment required to be made by the Company for main and service facilities without cost to the Customer shall be defined as the Maximum Allowable Construction Cost ("MACC"). The MACC shall equal six times the annual Margin Revenues estimated to be derived from the facilities.

B. Extensions of Mains and Services Above Free Limit: When the cost of the extension required to provide service is greater than the free limit specified above, the Company may require a non-interest bearing advance in Aid to Construction ("ATC") equal to the cost in excess of such free limit provided that:

(1) At the end of the first year following construction, the Company shall refund to the person paying the ATC or their assigns an amount equal to the excess, if any, of the MACC as recalculated using actual gas revenues, less the actual cost of gas, over the estimated MACC used to determine the amount of the ATC.

(2) For each additional Customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to the person paying the ATC or their assigns an amount by which the MACC for the new Customer exceeds the cost of connecting the Customer, provided that an additional main extension shall have not been necessary to serve the additional Customer.

(3) The aggregate refund to any Customer made through the provisions of (a) and (b) above shall at no time exceed the original ATC of such Customer.

(4) The extension shall at all times be the property of the Company and any un-refunded portion of the ATC at the end of five (5) years shall be credited to the plant account of the Company.

C. Area Extension Program Charge: Notwithstanding the provisions of Sections A and B when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge (AEP). The Company, in its sole discretion, may require this charge when:

(1) The cost of the project facilities required to provide service through the area is greater than the aggregate MACC for the Customers to be served; and

(2) The Company reasonably forecasts Margin Revenues plus the AEP during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities.

RULES AND REGULATIONS (Continued)

11. EXTENSION OF FACILITIES (Continued)

The AEP, which shall be stated on a per therm basis, shall apply with respect to all natural gas sold or transported to Company Customers located within the applicable discrete geographic area during the Amortization Period.

The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to Customers within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital.

AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected Customers for amounts over collected, if any.

Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

The Company may enter into a guaranty agreement with the party or parties requesting the extension, whereby that party or parties agree to pay to the Company any unamortized balance remaining at the end of the Amortization Period. The Company's rights under the guaranty agreement will not be considered when calculating the AEP.

The length of the Amortization Period may be modified upon the specific approval of the Florida Public Service Commission.

D. General

The Company will own control and maintain all service pipes, regulators, vents, meters, meter connections, valves and other appurtenances from the main to the outlet side of the meter.

The extension of facilities provisions shall not require the Company to extend its mains across private property or in streets that are not at established grade; nor prohibit the Company from making extensions of mains of greater length than required herein.

RULES AND REGULATIONS (Continued)

12. TRANSPORTATION - SPECIAL CONDITIONS

A. A Transportation Service Agreement or other means of enrollment accepted by the Company is a condition precedent for Transportation Service under each applicable Rate Schedule, the initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

B. The usage charges in the Rate Schedules shall be based upon actual or estimated consumption as determined by the Company, not by Third Party Supplier deliveries.

C. Nominations and Transportation of Gas

The Customer's Third Party Supplier ("TPS") shall nominate on behalf of its Customers the total monthly requirements for that billing month. The TPS is responsible for making arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier. The gas transported under this Rate Schedule is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with its Gas Curtailment Plan.

D. Indemnification

As between Company and Customer, the Customer or its Third Party Supplier warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

E. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver gas on behalf of its Customers, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for gas supply from a TPS. In the event that a Customer seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

F. Balancing Receipts and Deliveries

Third Party Suppliers will be billed for all their Customers' balancing and other transportation related charges, as set forth in the TPS Rate Schedule, determined by the Company to be billable to a TPS on behalf of their Customers. If there are any unpaid charges the TPS' Customers shall be individually responsible for any portion attributable to their individual action and/or for their prorata share as follows: The Company will first determine individual Customer charges, if any, and second prorata charges based on allocating the

RULES AND REGULATIONS (Continued)

12. TRANSPORTATION - SPECIAL CONDITIONS (Continued)

F. Balancing Receipts and Deliveries (Continued)

amount of TPS gas received, if any, in the following priority; first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV, followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers. Each Customer in a Rate Schedule that does not receive gas supply to meet the entire Rate Schedule requirements will receive a prorata charge based on their percentage of gas consumed, as estimated or measured on the meter reading date following the incurrence of imbalance charges, to the total of their Rate Schedule for the period that charges apply.

G. Transportation Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer as follows:

(1) If, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or

(2) In the event Company is notified by its delivering pipeline pursuant to the Federal Energy Regulatory Commission approved curtailment plans or provision of its tariff to interrupt or curtail deliveries for uses of the same type or category as Customer's use of gas hereunder; or

(3) When necessary to maintain the operational reliability of Company's system.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use

H. Facilities

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under each applicable Rate Schedule. If in Company's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify Customer of the estimated costs of such facilities, including electronic measurement equipment, shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

RULES AND REGULATIONS (Continued)

12. TRANSPORTATION - SPECIAL CONDITIONS (Continued)

H. Facilities (Continued)

Prior to the initial receipt of service hereunder, unless agreed otherwise, Customer shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities which are constructed, acquired, or expanded by Company to receive or deliver Customer's gas.

All facilities required to provide service under each applicable Rate Schedule shall be designed, constructed, installed, operated, and owned by Company, unless otherwise agreed to by Company.

Company's execution of a Transportation Service Agreement under each applicable Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

13. FORCE MAJEURE

Neither Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or circumstance 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, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

Such cause or contingencies affecting the performance by the Company, Third Party Supplier or Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

14. GAS CURTAILMENT PLAN

During periods of supply shortages, operational constraints or Force Majeure events the Company may implement the terms of its Gas Curtailment Plan. The purpose of this plan is to preserve the ability to continue to provide essential gas services to the broadest base of Customers given limited gas supply and/or delivery capacity. If a Customer notifies the Company that they have a medical necessity requiring gas use the Company will endeavor to provide adequate notice of any curtailments.

RULES AND REGULATIONS (Continued)

15. UNAUTHORIZED GAS USE

Unauthorized Gas Use includes, but is not limited to, any volume of gas taken by Customer in excess of its Demand Charge Quantity requirement as set forth in its Service Agreement with Company or the quantity of gas allowed by the Company on any day for any reason, including as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or by the Florida Public Service Commission of the State of Florida or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Company.

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

If a Customer uses gas after having been notified that gas is not available or, if applicable, uses gas in excess of the Demand Charge Quantity or requirements as established in the Service Agreement, then Unauthorized Gas Use charges shall apply to those amounts. Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Rate Schedule, then Unauthorized Gas Use charges shall apply to the TPS.

All Unauthorized Gas Use charges shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price, for each day, for gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. However, this rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the Federal Energy Regulatory Commission approved gas tariffs of the interstate pipelines which deliver gas into Florida. This charge is in addition to all applicable taxes, charges and assessments of the applicable Rate Schedule.

Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service. Such payment for unauthorized use of gas shall not be deemed as giving Customer or TPS any rights to use such gas.

16. EQUIPMENT FINANCING

If the Company agrees to provide the necessary natural gas conversion or compression equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time when the Company has recovered its costs of providing the natural gas conversion equipment the ongoing gas deliveries shall be billed at rates stated in the Customers applicable Rate Schedule.

RULES AND REGULATIONS (Continued)

17. TAXES AND OTHER ADJUSTMENTS

There will be added to all bills rendered all applicable local utility and franchise taxes, State sales taxes and gross receipts tax presently assessed by governmental authority, as well as any future changes or new assessments by any governmental authority subsequent to the date of any Rate Schedule. All such assessments as described above shall be shown on Customer bills.

GENERAL SERVICE - 1 (GS-1)

APPLICABILITY

Service is available to Customers using between 0 and 99 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$9.25	\$9.25
Distribution Charge, per therm	\$0.5547	\$0.5547
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 1 (GS-1)

(Continued)

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.

2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 100 (GS-100)

APPLICABILITY

Service is available to Customers using between 100 and 219 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$12.00	\$12.00
Distribution Charge, per therm	\$0.4780	\$0.4780
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 100 (GS-100)
(Continued)

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 220 (GS-220)

APPLICABILITY

Service is available to Customers using between 220 and 599 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$15.00	\$15.00
Distribution Charge, per therm	\$0.4367	\$0.4367
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 220 (GS-220)
(Continued)

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 600 (GS-600)

APPLICABILITY

Service is available to Customers using between 600 and 1,199 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$20.00	\$20.00
Distribution Charge, per therm	\$0.3856	\$0.3856
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 600 (GS-600)
(Continued)

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 1.2k (GS -1.2k)

APPLICABILITY

Service is available to Customers using between 1,200 and 5,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$25.00	\$25.00
Distribution Charge, per therm	\$0.3062	\$0.3062
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 1.2k (GS -1.2k)
(Continued)

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 6k (GS-6k)

APPLICABILITY

Service is available to Customers using between 6,000 and 24,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$33.00	\$33.00
Distribution Charge, per therm	\$0.2882	\$0.2882
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 6k (GS-6k)
(Continued)

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 25k (GS -25k)

APPLICABILITY

Service is available to Customers using between 25,000 and 59,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$130.00	\$130.00
Distribution Charge, per therm	\$0.2759	\$0.2759
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 25k (GS-25k)
(Continued)

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 60k (GS-60k)

APPLICABILITY

Service is available to Customers using between 60,000 and 119,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$185.00	\$185.00
Demand Charge, per DCQ	\$0.725	\$0.725
Distribution Charge, per therm	\$0.2580	\$0.2580
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than three years. Otherwise the DCQ shall be set equal to the highest monthly usage, as determined by the Company, for the most recent three year period divided by the applicable number of days in the respective billing month unless the Customer, in the Company's opinion, can demonstrate a significant ongoing change in its usage, in which case the Company may estimate the DCQ based on this information. If historical consumption information is not available, then the initial DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment.

If the Customer's maximum daily usage exceeds the Company assigned DCQ more than three (3) times in twelve (12) months, the Company may increase the Customers' DCQ to the highest level experienced during the previous 12 months.

GENERAL SERVICE - 60k (GS-60k)
(Continued)

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge and Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

TERM OF CONTRACT

The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

GENERAL SERVICE - 120k (GS -120k)

APPLICABILITY

Service is available to Customers using between 120,000 and 249,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$300.00	\$300.00
Demand Charge, per DCQ	\$0.725	\$0.725
Distribution Charge, per therm	\$0.1430	\$0.1430
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than three years. Otherwise the DCQ shall be set equal to the highest monthly usage, as determined by the Company, for the most recent three year period divided by the applicable number of days in the respective billing month unless the Customer, in the Company's opinion, can demonstrate a significant ongoing change in its usage, in which case the Company may estimate the DCQ based on this information. If historical consumption information is not available, then the initial DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment.

If the Customer's maximum daily usage exceeds the Company assigned DCQ more than three (3) times in twelve (12) months, the Company may increase the Customers' DCQ to the highest level experienced during the previous 12 months.

GENERAL SERVICE - 120k (GS -120k)
(Continued)

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge and Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

TERM OF CONTRACT

The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.

2. Automatic Meter Reading (AMR) equipment is required for all transportation Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

GENERAL SERVICE - 250k (GS -250k)

APPLICABILITY

Service is available to Customers using between 250,000 and 1,249,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

* MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$500.00	\$500.00
Demand Charge, per DCQ	\$0.725	\$0.725
Distribution Charge, per therm	\$0.1309	\$0.1309
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than three years. Otherwise the DCQ shall be set equal to the highest monthly usage, as determined by the Company, for the most recent three year period divided by the applicable number of days in the respective billing month unless the Customer, in the Company's opinion, can demonstrate a significant ongoing change in its usage, in which case the Company may estimate the DCQ based on this information. If historical consumption information is not available, then the initial DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment.

If the Customer's maximum daily usage exceeds the Company assigned DCQ more than three (3) times in twelve (12) months, the Company may increase the Customers' DCQ to the highest level experienced during the previous 12 months.

GENERAL SERVICE - 250k (GS -250k)
(Continued)

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge and Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

TERM OF CONTRACT

The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Automatic Meter Reading (AMR) equipment is required for all transportation Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

GENERAL SERVICE - 1,250k (GS -1,250k)

APPLICABILITY

Service is available to Customers using 1,250,000 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of natural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$800.00	\$800.00
Demand Charge, per DCQ	\$0.725	\$0.725
Distribution Charge, per therm	\$0.1013	\$0.1013
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than three years. Otherwise the DCQ shall be set equal to the highest monthly usage, as determined by the Company, for the most recent three year period divided by the applicable number of days in the respective billing month unless the Customer, in the Company's opinion, can demonstrate a significant ongoing change in its usage, in which case the Company may estimate the DCQ based on this information. If historical consumption information is not available, then the initial DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment.

If the Customer's maximum daily usage exceeds the Company assigned DCQ more than three (3) times in twelve (12) months, the Company may increase the Customers' DCQ to the highest level experienced during the previous 12 months.

GENERAL SERVICE - 1,250k (GS -1,250k)
(Continued)

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge and Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

TERM OF CONTRACT

The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Automatic Meter Reading (AMR) equipment is required for all transportation Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

GAS LIGHTING SERVICE (GL)

AVAILABILITY

See "Limitations of Service" below.

APPLICABILITY

Firm Natural gas service for continuous street or outdoor lighting devices installed upstream of the Customer's meter.

LIMITATIONS OF SERVICE

This Rate Schedule is closed and is restricted to Customers who were served prior to March 17, 1975.

*MONTHLY RATE

Distribution Charge	\$8.60 per lamp (\$0.4780 per therm X 18 therms)
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*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. For the purpose of applying Riders or other billing adjustments usage of eighteen therms per lamp per month will be assumed.

MINIMUM BILL

The minimum monthly bill shall be the Monthly Rate.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

NATURAL GAS VEHICLE SERVICE (NGV)

APPLICABILITY

Gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$15.00	\$15.00
Distribution Charge, per therm	\$0.1750	\$0.1750
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge. In addition, a minimum annual charge, if applicable, shall be assessed by applying the applicable rates and adjustments hereunder to the difference between the minimum therms, if any, established per the Customer's Agreement and the Customers annual usage.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS

Service under this Rate Schedule shall be subject to the general Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Automatic Meter Reading (AMR) equipment is required for transportation Customers served under this Rate Schedule using over 120,000 therms per year. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

FLEXIBLE GAS SERVICE (FGS)

OBJECTIVE

The objective of this Rate Schedule is to enable the Company the opportunity to compete in markets where natural gas service is not a monopoly service.

This tariff provides the Company with both the opportunity and risk to compete in these markets. It is designed to increase load by working with Customers with regard to the specific terms and conditions of service.

This tariff places the Company's shareholders at risk, not the general body of ratepayers (see Rate-Making Treatment).

APPLICABILITY

This service is available at the Company's option to Customer(s) meeting the applicability standards, which include, (1) the Customer must provide the Company with a viable economic energy alternative including verifiable documentation of Customer alternative, and (2) the Company must demonstrate that the Customer served under this Rate Schedule will not cause any additional cost to the Company's other rate classes. The Company is under no obligation to grant service under this tariff. Absent a service agreement with the Company under this Rate Schedule, Customers are under no obligation to accept service under this Rate Schedule, and may elect to receive service under other applicable tariff Rate Schedules.

Terms of service including pressure, capital repayment and operating conditions are separately set forth in individual agreements between the Company and the Customer.

CHARACTER OF SERVICE

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot

MONTHLY RATE

The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer agree to utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

FLEXIBLE GAS SERVICE (FGS)
(Continued)

CONFIDENTIALITY (Continued)

In the event either party is asked to provide the information by such a court or agency, it will promptly inform the other of the request, and will cooperate in defending and maintaining the confidentiality of the information.

This provision shall not prohibit or restrict the PSC from reviewing the service agreement in the performance of its duties, but the PSC shall treat the service agreement as a confidential document. Within 30 days after a service agreement has been executed under this Rate Schedule, the Company shall file the service agreement and related documents with the Commission's Division of Records and Reporting for review by the Commission Staff who shall treat them as confidential documents.

RATE-MAKING TREATMENT

The Company will separately account for all incremental capital cost, and such cost will be excluded from rate base. To the extent that the Company enters into Flexible Gas Service agreements with Customers, the Company is at risk for the capital investment, not the general body of ratepayers.

As part of the incremental cost analysis, in determining the Customer's rate, the Company will specifically identify the incremental O & M costs. In future base rate cases, the Customer operating costs (the annual operating and maintenance cost of meter reading, billing, and maintenance of facilities) will be imputed as revenue to offset the revenue requirement of such cost. The imputed revenue will be the greater of the specifically identified O & M cost, or applicable Customer cost component, as identified in the cost of service study of the Company's most recent base rate proceeding.

Revenues, exclusive of the appropriate taxes and assessments, and PGA (for Sales Service) shall be retained by the Company. In addition, revenue will be excluded from regulated revenues. For the purpose of monthly surveillance reports, only the imputed revenue component of revenue shall be included.

Customers, the Company shall not be precluded from using the schedule to keep existing Customers from leaving its system. Flexible gas service rates for existing Customers, shall be determined on a case-by-case basis. If this Rate Schedule is applied to an existing Customer, in addition to excluding all incremental capital costs from rate base, the existing depreciated cost of the gas service line, metering equipment and any other facilities that were specifically installed to serve that particular Customer shall be removed from rate base. Also, a portion of the depreciated costs of common distribution mains reflecting that Customer's distance from the nearest point on an interstate Gas Pipeline and the size of pipe required to serve that Customer's peak demand for gas shall be removed from rate base.

CONTRACT DEMAND SERVICE (KDS)

OBJECTIVE

The objective of this Rate Schedule is to enable the Company to attach incremental load to its system by providing the Company with the flexibility to negotiate individual service agreements with Customers taking into account competitive and economic market conditions and system growth opportunities.

APPLICABILITY

Sales or Transportation service is available under this Rate Schedule to any non-Residential Customer bringing a minimum new incremental demand of 250,000 additional therms per year to the Company's system at one location.

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may elect to receive service under other applicable Rate Schedules.

GAS SUPPLY OBLIGATION

The Company shall have no obligation to provide natural gas supplies to Transportation Customers under this Rate Schedule.

MONTHLY RATE

1. The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to serve the Customer. The charge shall include any capital recovery mechanism. The charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with natural gas. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with natural gas. With respect to existing Customers, an additional load of at least 250,000 therms must be added, and the negotiated KDS rate will only apply to the additional load added to the Company's system.

CONTRACT DEMAND SERVICE (KDS)
(Continued)

MONTHLY RATE (Continued)

2. The Commodity Charge, if taking supply from the Company, shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas.

INTERRUPTION AND CURTAILMENT

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan the Company shall have the right to reduce or to completely curtail deliveries to Customer pursuant to this Rate Schedule:

1. If in the Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or

2. in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or

3. when necessary to maintain the operational reliability of Company's system.

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

SPECIAL CONDITIONS

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

2. Term of Agreement: If the provision of service hereunder requires the installation of natural gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

CONTRACT DEMAND SERVICE (KDS)
(Continued)

SPECIAL CONDITIONS (Continued)

3. Automatic Meter Reading (AMR) equipment is required for Customers served under this Rate Schedule, see the Rules and Regulations for Metering for terms and conditions related to AMR's.

4. When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirements.

THIRD PARTY SUPPLIER (TPS)

APPLICABILITY

The provisions of this Rate Schedule shall apply to brokers, marketers, Customers intending to act as their own gas supplier, and other third party suppliers (collectively "Third Party Suppliers" or "TPS") of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company's City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company's system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of the Company's Tariff.

TERM OF CONTRACT

The term of the contract shall be at least three (3) years and from month to month thereafter unless terminated on thirty (30) days written notice.

TERMS OF PAYMENT

The TPS agrees to pay for all balancing and other transportation related charges determined by the Company to be billable to a TPS on behalf of their Customers as provided for in this tariff. All charges due from a TPS under this Rate Schedule shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any, will be reflected on future billings.

CREDITWORTHINESS

Company shall not be required to permit any TPS who fails to meet Company's standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

1. Current financial statements (to include a balance sheet, income statement, and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the un-audited statements submitted is true, correct and a fair representation of TPS's financial condition.
2. A bank reference and at least three trade references.
3. A written attestation from TPS that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.

THIRD PARTY SUPPLIER (TPS)
(Continued)

CREDITWORTHINESS (Continued)

4. A written attestation from TPS that it is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.

5. A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the TPS's ability to remain solvent.

To remain in good standing, no uncontested delinquent balances should be outstanding for natural gas sales, storage, Transportation Services, or imbalances previously billed by Company, and TPS must have paid its account according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.

TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.

Company shall not be required to permit and shall have the ability to suspend any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell / deliver gas on the Company's system if TPS elects one of the following options:

(A) Payment in advance for up to three (3) months service as determined by the Company.

(B) A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months service. The letter of credit must be drawn upon a bank acceptable to Company.

(C) A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS's performance of its obligations to Company.

(D) Such other form of security as TPS may agree to provide and as may be acceptable to Company.

THIRD PARTY SUPPLIER (TPS)

(Continued)

CREDITWORTHINESS (Continued)

In the event TPS fails to meet the terms of this Creditworthiness section, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend TPS until such time as they are deemed compliant by the Company.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the TPS, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any Parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

MONTHLY RATE

Customer Charge	\$400.00
Charge for each Transportation Customer served by the TPS	\$5.92

DETERMINATION OF THE AVERAGE DAILY DELIVERY QUANTITY ("ADDQ")

The ADDQ for each Customer without an AMR device will be calculated by the Company by dividing the Customer's usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer's ADDQ at any time, due to changes in Customer's equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer's gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile, or other means as determined by the Company. If TPS does not agree with Company's determination of TPS's aggregate ADDQ, it must notify Company in writing, by facsimile, within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

THIRD PARTY SUPPLIER (TPS)
(Continued)

NOMINATIONS FOR SERVICE

A TPS shall provide in writing to the Company at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the estimated gas requirements of all its Customers for the month. The TPS daily nominations shall consist of the ADDQ amount as provided by the Company, if applicable, plus an amount to meet their non-ADDQ Customers daily requirements. The TPS shall use its best efforts to match their daily nominations to ADDQ and non-ADDQ requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending TPS. In addition, TPS must identify interstate pipeline contract(s) on which deliveries will be made to the Company's distribution system at least twenty-four (24) hours prior to the flow of gas. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under each applicable Rate Schedule. Such percentage shall not be higher than 1.5% without prior approval of the Florida Public Service Commission. The Company shall have the right to adjust the percentage from time to time to reflect the actual operating experience of the Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

In making Nominations the TPS shall provide the following:

- (1) The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company's distribution system.
- (2) The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point, however the Company reserves the right to specify at which pipeline receipt point a TPS will deliver gas as a percentage of the TPS total monthly deliveries.
- (3) The estimated term of the nomination.
- (4) The name, address, and telephone number of a contact person that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.

THIRD PARTY SUPPLIER (TPS)
(Continued)

NOMINATIONS FOR SERVICE (Continued)

(5) Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

If Customer's TPS fails to comply with provisions 1 through 5 above, Company may not schedule the commencement of service or change a prior nomination.

DAILY NOMINATION PENALTIES

The TPS shall deliver, or cause to be delivered, to the Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been Nominated for Service.

Except for conditions of Force Majeure or per prior agreement with the Company to modify nominations, on any day that the sum of the actual daily quantity of natural gas received by Company ("Actual Receipts") varies from the sum of daily quantities Nominated for Service during such day for transportation at the points of receipt ("Nominated Receipts") by more than ten percent of the Nominated Receipts, the Company may impose a penalty equal to Unauthorized Gas Use charge times the variance in excess of ten percent of the Nominated Receipts unless in its opinion the system or Customers receiving PGA service were not harmed as a result of the imbalance. The Company reserves the right to limit this imbalance to five percent upon twenty four hours notice to the TPS representatives.

These charges are in addition to monthly cash-outs and any other imbalance charges and convey no rights to any quantities of gas to the TPS or its Customers. In the event of non-payment, these charges shall not be assessed to the TPS Customers by the Company. In addition, the Company shall not be required to continue to perform service for TPS Customers if their TPS fails to deliver adequate gas supplies per their daily nominations. The Company reserves the right to discontinue receipts from a TPS until the penalty is paid in full.

PIPELINE IMBALANCES AND CHARGES

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS's failure to deliver confirmed quantities of gas. In the event that Company is assessed penalties as a result of TPS's actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS's actions or omissions. The Company reserves the right to commingle and charge TPSs on a prorated basis, as determined by the Company, any pipeline charges related to transportation that are not readily identifiable to a specific TPS.

THIRD PARTY SUPPLIER (TPS)
(Continued)

INDEMNIFICATION

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

ALLOCATION OF SUPPLIES

Gas received by the Company from the TPS shall be allocated first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers.

DAILY AND MONTHLY CONTRACT BALANCING

Third Party Suppliers will be billed for all their Customers' balancing charges as follows:

a) Daily Imbalance Charge

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers of the TPS are served.

The Company reserves the right to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed.

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

	<u>Imbalance *</u>	<u>Charge **</u>
	0% to 5%	\$0.00 per therm
	5.1% to 10%	\$0.10 per therm
Underdeliveries	> 10%	\$0.50 per therm
Overdeliveries	> 10%	\$0.10 per therm

THIRD PARTY SUPPLIER (TPS)
(Continued)

DAILY AND MONTHLY CONTRACT BALANCING (Continued)

a) Daily Imbalance Charge (Continued)

*The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all underdeliveries in excess of 5% shall be considered Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges.

**The Company may suspend overdelivery charges if it determines such overdeliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS Customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

b) Monthly Imbalance Cash-Out Charge

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

<u>Imbalance Level</u>	<u>Underdeliveries (1)</u> <u>Factor</u>	<u>Overdeliveries (2)</u> <u>Factor</u>
0 to 5%	1.00	1.00
5.1% to 20%	1.10	0.90
> 20%	1.20	0.80

The Company reserves the right to gross up Customer's total consumption for fuel loss at a rate not to exceed 1.5%.

(1) For underdeliveries the amount due to the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the higher of the total GS-25k Sales Service rate or the monthly average spot price of gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

THIRD PARTY SUPPLIER (TPS)
(Continued)

DAILY AND MONTHLY CONTRACT BALANCING (Continued)

b) Monthly Imbalance Cash-Out Charge (Continued)

(2) For overdeliveries the amount payable by the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or the monthly average spot price for gas delivered to Florida Gas Transmission at Tivoli, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Rate Schedule. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges specified in the Rules and Regulations section of this tariff.

CAPACITY ASSIGNMENT

TPSs will be required to obtain firm interstate pipeline capacity into the Company's distribution system at points designated by the Company at a quantity equivalent to their Customers' aggregate ADDQ. TPSs that do not demonstrate sufficient interstate firm capacity will be required to accept assignment of such capacity from the Company. The Company will assign each of its firm Interstate pipeline capacity contracts in proportion to the Company's total capacity portfolio at the current the Federal Energy Regulatory Commission approved rates.

TREATMENT OF REVENUE

All revenue produced under this Rate Schedule derived from any balancing charges or other revenue related to the recovery of gas costs, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

STANDARDS OF CONDUCT

In addition to the above terms and conditions, TPS' must agree to comply with any standards of conduct or other requirements set forth by the Florida Public Service Commission.

TRANSPORTATION SUPPLY SERVICE (TSS)

APPLICABILITY

Service is available to a TPS who signs a service agreement with the Company.

CHARACTER OF SERVICE

At the Company's discretion gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased providing that Company facilities are suitable and gas supplies can be secured for this service. The Company reserves the right to interrupt this service upon two (2) hours notice at its sole discretion .

*CHARGES

1. An Annual Service Charge of \$500 shall be assessed upon the initial request for this service. This charge will be reassessed for subsequent requests made after June 30 of any year.
2. A Daily Usage Charge of \$50.00 shall be assessed for each day this service is utilized.
3. The Commodity rate per therm for gas used shall be computed to be the higher of a) the PGA or b) the incremental cost of purchasing or producing said gas plus \$0.0750 per therm.

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

TERMS OF PAYMENT

Bills are due upon receipt by the TPS and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS

1. Gas Supply: gas purchased for sale under this Rate Schedule shall not be included as part of the gas costs that are recoverable through the PGA Charge.
2. Balancing: gas supplied under this rate schedule shall be deemed a gas delivery by the TPS for purposes of applying the Daily and Monthly Contract Balancing terms of the TPS Rate Schedule.

TRANSPORTATION SUPPLY SERVICE (TSS)
(Continued)

SPECIAL CONDITIONS (Continued)

3. Pricing Modification: the methodology and pricing set forth in the Charge section of this Rate Schedule may be modified if agreed to by the TPS and the Company, in order to accommodate market conditions or special Customer requirements.

4. Rules and Regulations: service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

Issued by: A. Mark Abramovic
Vice President

Effective: Xxx3

OFF-SYSTEM SALES SERVICE (OSS)

AVAILABILITY

Throughout the service areas of Company, and of any interstate or intrastate natural gas pipeline serving the Company (collectively, the "Pipelines")

APPLICABILITY

Interruptible Gas delivered by Company through the facilities of a Pipeline, using Company's transportation capacity rights on such Pipeline, to any person not connected to Company's distribution system.

CHARGES

Customer Charge	None
Transaction Charge	\$100.00 per transaction
Commodity Charge	As set forth below

For all Scheduled Quantities (as such term is defined in Special Condition 4 below), the Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this Rate Schedule.

The Commodity Charge for service pursuant to this Rate Schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include, but are not necessarily limited to: the cost of gas which is available to service Customer: the delivered price and availability of Customer's designated alternate fuel; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have not an obligation to do so.

The Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this Rate Schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery Adjustment Clause, Energy Conservation Cost Recovery Clause and Competitive Rate Adjustment Clause shall not apply to purchases of Gas made by Customer Pursuant to this Rate Schedule.

OFF-SYSTEM SALES SERVICE (OSS)
(Continued)

SPECIAL CONDITIONS

1. Neither Customer nor Company shall have any obligation to other for any specific minimum quantity of Gas or pipeline capacity on any day or during any month, and deliveries pursuant to this Rate Schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.

2. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph "net revenues" shall equal the difference between the Commodity Charge and the cost of gas delivered to Customer inclusive of all taxes and adjustments. Fifty percent (50%) of all net revenues shall be retained by Company. The remaining fifty percent (50%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of gas recovered through the Purchased Gas Cost Recovery Adjustment Clause.

3. Interruption and Curtailment. Company may notify Customer at any time to reduce or cease using gas. Company will endeavor to give as much notice as possible to Customer. Any gas taken in excess of the volume allocated to Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use. Company may bill and Customer shall pay for such unauthorized use per the charges in the Rules and Regulations - Unauthorized Gas Use section.

4. For each day on which Customer desires to receive service pursuant to this Rate Schedule, Customer shall provide a nomination to Company specifying the quantity of Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Company for delivery shall be "Scheduled Quantities".

5. The point of delivery for all gas sold pursuant to this Rate Schedule shall be the delivery point of the delivering Pipeline specified by Customer.

6. Except as modified by the provisions set forth above, service under this Rate Schedule shall be subject to the Rules and Regulations set forth in this tariff.

RIDER "A"

Purchased Gas Adjustment ("PGA")

Applicable to all Customers taking Sales Service from the Company under all GS, NGV and GL Rate Schedules. The PGA Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and assessments in connection with the purchase and sale of gas.

A. The rate per therm for gas supplied in any billing period shall be adjusted by the Company's expected weighted average cost of gas (WACOG), and other adjustments as specified and approved by the Florida Public Service Commission. The WACOG may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the twelve-month period ending December 31st, in accordance with the methodology adopted by the Commission. The factor determined as set forth above shall be multiplied by 1.00503 for regulatory fees, and rounded to the nearest \$0.0001 per therm, to be applied to the total number of therms consumed by the Customer during the billing period.

B. The PGA cap recovery factor approved by the Commission for the billing months of January 2003 through December 2003 is \$0.79429 per therm.

C. If re-projected gas cost expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a midcourse 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 WACOG) or upward (increasing the WACOG) to the extent that the increase does not exceed the authorized cap. The current month WACOG 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.

D. Any overrecovery or underrecovery of purchased gas costs by the Company as a result of adjustments made pursuant to the above shall be "trued-up" (refunded to Customer or collected by Company) with interest, during succeeding billing periods as an adjustment to the WACOG, in accordance with the methodology adopted by the Commission, or as such methodology may be amended from time to time by further order of the Commission.

RIDER "B"

Energy Conservation Cost Recovery Adjustment ("ECCR")

Applicable to all Customers served under the Rate Schedules shown in the table below.

The Distribution Charge for the applicable Rate Schedules shall be increased or decreased for the ECCR Rider to reflect the recovery of conservation related expenditures by the Company. The ECCR factor shall be multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.0001 per therm. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for review, approval, recovery, and recording of such costs and revenues is set forth in PSC Rule 25-17.015.

The cost recovery factors including tax multiplier for the twelve month period from January through December 2003 are:

Residential and Gas Lighting Customers	\$0.07799 per therm
Non-Residential Customers in: GS-1, GS-100, GS-220, GS-600, GS-1.2k, GS-6k, GS-25k and GS-60k	\$0.02272 per therm
GS-120k	\$0.01494 per therm
GS-250k	\$0.01363 per therm

RIDER "C"

Competitive Rate Adjustment ("CRA")

Applicable to all Customers except those taking service under Rate Schedules FGS, KDS, TSS, OSS, or receiving a discount under the AFD Rider.

The Distribution Charge for gas sold or transported after June 30, 1991, to Customers to whom this charge applies, is subject to adjustment in accordance with the following provisions, for prior shortfalls or surpluses.

A. For the purposes of this clause, the following definitions shall apply:

(1) "Actual revenue" means Company's actual Margin Revenue derived from service provided under its AFD Rider during a determination period.

(2) "Base revenue" means the Margin Revenue which Company would have derived had all gas sold under the AFD Rider, during a determination period, been sold under Rate Schedules GS-120k, GS-250k and GS-1,250k.

(3) "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a determination period.

(4) "Shortfall" means the amount, if any by which Company's base revenue exceeds its actual revenue for a determination period.

B. The existence of a shortfall or surplus shall be determined by comparing Company's actual revenue with its base revenue. This determination shall be made each year for the actual twelve months ending October 31st ("determination period").

C. A surplus refund or shortfall recovery shall be implemented during an "adjustment period" beginning January 1st by reducing or increasing the Distribution Charge per therm charge prescribed in each applicable Rate Schedule of this tariff by an adjustment factor computed as follows and multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.0001 per therm.

In the event of a surplus, subtract the amount derived from dividing the Surplus Refund due to Customers by the projected therm sales for these Customers.

In the event of a shortfall, add the amount derived from dividing the Shortfall Recovery by the projected therm sales for these Customers.

Any variation between the actual surplus refund to Customers and the amount calculated pursuant to the preceding paragraph, or between the actual shortfall recovery and the amount which Company elected to recover in an adjustment period, shall be "trued-up" during the succeeding adjustment period pursuant to methodology approved by the Commission.

D. Company may defer all or any portion of a shortfall recovery to a subsequent adjustment period or portion thereof.

RIDER "D"

LOAD ENHANCEMENT DISCOUNT ("LED")

APPLICABILITY

Service pursuant to this rider is available to all Customers who install new gas equipment with a summer peak requirement. A summer peak requirement is defined as equipment which has its peak requirements between April and October. The presence of such new gas equipment shall be verified by a Company representative prior to commencement of service. This rider is applicable to a Customer's incremental summer peak load.

MONTHLY DISCOUNT

Distribution Charge Discount: For the period April 1 to October 31 a discount of fifty percent (50%) of the rate set forth in the applicable Rate Schedule will apply to the incremental load of the summer peak equipment.

SPECIAL CONDITIONS

1. Service provided under this rider shall be provided at the same facility / location as service provided under the applicable tariff which this rider relates to.
2. Service pursuant to this rider will be initiated only if requested by Customer, and the discount or surcharge provided herein shall be applicable prospectively from the time service hereunder is initiated by the Company.
3. Service pursuant to this rider shall be metered separately for Non-Residential Customers.
4. Additional facilities costs above the Company's extension of facilities maximum construction cost, as defined in Extension of Facilities and the Piping and Appliances section of the tariffs rules and regulations, necessary to provide service under this schedule shall be paid for by the Customer. This includes, but is not limited to metering equipment.
5. Volumes sold pursuant to this Rider shall not be used in determining a Customers eligibility for assignment to a particular Rate Schedule.
6. For Residential Customers' separate metering will be at the Customers sole option and expense. For Customers not separately metered, consumption greater than 35 therms per month will be billed at the Discounted Rate.

RIDER "E"

ALTERNATE FUEL DISCOUNT ("AFD")

APPLICABILITY

To qualify for this discount, Customer must have, in the Company's opinion, a viable Alternate Fuel and qualify for service under General Service rates GS-120k, GS-250k or GS-1,250k. In all cases where continuous operation of the Customer's facilities is necessary, Customer shall provide and maintain stand-by facilities in operating condition during the contract period. The Company is under no obligation to grant service under this Rider and absent a service agreement with the Company Customers are under no obligation to accept service under this Rider.

Customers shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. The Company shall endeavor to notify Customers two (2) hours in advance except that when due to Force Majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

ALTERNATE FUEL DISCOUNT

The Customers Monthly Rate(s) may be reduced if a Customer using service under their Rate Schedule can purchase an Alternative Fuel at a lower equivalent cost. The equivalent cost of the Alternate Fuel means the Customer's cost including transportation and taxes, converted to the nearest \$0.0001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of Alternate Fuel.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A in the time required to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company per Form No. AFD-2A.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider LED.

RIDER "E"

ALTERNATE FUEL DISCOUNT (AFD)
(Continued)

AFFIDAVIT OF ALTERNATE FUEL PRICE

To: CITY GAS COMPANY OF FLORIDA
955 East 25th Street
Hialeah, Florida 33013

Attention:

We, _____ have received a firm offer from _____ for our purchase of up to (#) _____ (identify units) _____ for use by us at our facility located at _____, Florida, delivery to commence on _____, at a price of \$ _____ per (identify units). Copy of the offer, which will expire _____, is attached hereto.

Taxes payable by us should we purchase the referenced fuel pursuant to the attached offer, would be \$ _____ per (identify units).

Transportation costs for delivery of the fuel to our facility at _____ from _____ would be \$ _____.

I hereby certify that the foregoing information is true, complete and correct, and that we have the ability to utilize the energy specified above in the amount specified above at its facility noted above. I hereby further certify that we will notify CITY GAS COMPANY OF FLORIDA (City Gas) on the first day of each quarter hereafter of the price at which we are able to purchase the alternate fuel referred to above, and will further notify City Gas at any time there is a change in the information contained herein.

I hereby certify that we will cease taking gas from City Gas, on _____ unless such gas is priced at less than \$ _____ per therm as provided in City Gas' GS- _____ rate, including all applicable billing adjustments.

(Customer Name)

(Signature of Corporate Officer)

(Title)

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____ 20 _____ who is personally known to me, or who has produced _____ as identification

My Commission Expires:

Notary Public

See Acceptance on reverse side

Form No. AFD-1A

Issued by: A. Mark Abramovic
Vice President

Effective: Xxx3

RIDER "E"

ALTERNATE FUEL DISCOUNT ("AFD")
(Continued)

ACCEPTANCE

Based upon the foregoing information, and in accordance with the Customer's Rate Schedule, with the non-gas energy charge for gas taken by _____ on and after _____ shall be reduced by \$ _____ to \$ _____ per therm, computed as follows:

Alternate fuel type:

1. Alternate fuel price _____
2. per _____ (unit) _____
3. Transportation _____
4. Taxes _____
5. Total laid-in cost _____
6. Conversion factor _____
7. = equivalent cost _____

Alternate fuel discount:

8. GS charge _____
9. Purchased gas adjustment _____
10. Other billing adjustments _____
11. Taxable amount _____
12. Taxes and fees % _____
13. Total rate per therm _____
14. Less equivalent cost
of alternate fuel (from line 7)
per therm _____
15. Difference (L13-L14) _____
16. Line 15 divided by (1 + tax
rate in line 12) _____
17. Maximum discount _____
18. Alternate fuel discount
per therm (lesser of line
16 or 17) _____
19. Adjusted charge _____

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

By _____

(Title)

_____ 20____

Form No. AFD-2A



CITY GAS COMPANY OF FLORIDA

FPSC NATURAL GAS TARIFF

VOLUME NO. ~~6~~ NO. 7

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Issued by: Victor A. Fortkiewicz A. Mark Abramovic Effective: February 15, 2004 Xxx3
Vice President

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Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

CITY GAS COMPANY OF FLORIDA
NATURAL GAS TARIFF
ORIGINAL VOLUME NO. ~~6~~ NO. 7
AS FILED WITH THE
FLORIDA PUBLIC SERVICE COMMISSION

Territory Served

~~Dade~~ Miami-Dade, Broward, St. Lucie, Indian River, Brevard, Palm Beach, Hendry, Lee, Glades, Charlotte, Collier, and Martin Counties, Florida; other than those areas presently served by other natural gas companies.

(See map on following page)

Issued by: A. Mark Abramovic~~Victor A. Fortkiewicz~~ Effective: ~~February 15, 2004~~Xxx3
Vice President

City Gas Company of Florida
FPSC Natural Gas Tariff
Volume No. ~~6~~ No. 7

Original Sheet No. 4

MAPS OF TERRITORY SERVED

Issued by: ~~Vieter A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

LIST OF COMMUNITIES SERVED

<u>Municipalities</u>	<u>Unincorporated Communities</u>
DadeMiami-Dade County:	
*Coral Gables	Carol City
<u>Doral</u>	
*Hialeah	Cutler Ridge
*Hialeah Gardens	Howard
<u>*Homestead</u>	
*Medley	Miami Lakes
*Miami (West of 27 th Avenue)	Norland
<u>Miami Lakes</u>	
*Miami Springs	Palm Springs
*Miami North (Breezeswept only)	Pennsuco
*North Miami Beach (Skylake only)	Perrine
*Opa Locka	Westchester
<u>Palmetto Bay</u>	
*South Miami	
<u>*Sweetwater</u>	
*Village of Pinecrest	
*Virginia Gardens	
*West Miami	
Broward County:	
*Miramar	Lake Forest
Pembroke Park	West Hollywood
<u>Palm Beach County:</u>	
<u>* Belle Glade</u>	
<u>South Bay</u>	
St. Lucie County:	
*Port St. Lucie	
Indian River County:	
*Vero Beach	
Brevard County:	
*Cape Canaveral	Merritt Island
*Cocoa	Whispering Hills
*Cocoa Beach	
Indialantic	
*Indian Harbour Beach	
*Melbourne	
Melbourne Beach	
Melbourne Village	
Mims	
*Palm Bay	

- Palm Shores
- *Rockledge
- *Satellite Beach
- *Titusville
- *West Melbourne

*Franchise held by City Gas Company

Issued by: ~~A. Mark Abramovic~~ Victor A. Fortkiewicz Effective: February 15, 2001 Xxx3
Vice President

City Gas Company of Florida
FPSC Natural Gas Tariff
Volume No. ~~6~~No. 7

Original Sheet No. ~~6~~No. 7

LIST OF COMMUNITIES SERVED

Municipalities

Unincorporated
Communities

Hendry County

* Labelle

Lee County

Ft. Myers Shores

Glades County

Charlotte County

Collier County

Martin County

*Franchise held by City Gas Company

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective:
Vice President

TECHNICAL TERMS AND ABBREVIATIONS

Therm

A unit of heating energy equivalent to one hundred thousand (100,000) British thermal units.

British Thermal Unit (BTU)

The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit at or near 39.2 degrees Fahrenheit.

Purchased Gas Adjustment (PGA)

~~An amount representing purchased gas costs and related taxes and adjustments. This amount is added to base rates in order to "flow-through" changes in product cost subsequent to the setting of rates by formal rate proceedings.~~

Commission or PSC

Unless otherwise indicated means the Florida Public Service Commission.

Company or City Gas Company

~~er City Gas means NUI Utilities, Inc. d/b/a as City Gas Company of Florida ("City Gas").
 City of Florida, an operating division of NUI Corporation.~~

Alternate Fuel

~~shall mean an~~ A fuel which provides an equivalent amount of energy computed on a "BTU" basis, it is not limited to any specified source of energy. Alternate fuel may include natural gas and in the Company's opinion, any viable economic alternatives.

Residential Customers

All those customers using gas service for domestic purposes, for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations for non commercial uses.

Non-Residential Customers

Those customers who are not residential.

Sales Service or Sales Customer

Customers receiving gas supply from the Company.

Transportation Service or Transportation Customer

Customers receiving gas supply from a Third Party Supplier.

Margin Revenue

Revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer.

Customer

Any person or entity who takes service from the Company under a Rate Schedule.

Issued by: A. Mark Abramovic~~Victor A. Fortkiewicz~~ Effective: February 15, 2004~~Xxx3~~
Vice President

RULES AND REGULATIONS1. GENERAL

~~The word "Company" as used in the following refers to City Gas Comp of Florida. These Rules and Regulations of the Company shall supplement the Rules and Regulations of the Florida Public Service Commission governing service by gas public utilities. Where contradiction is developed as between interpretation of the Company's Rules and Regulations and the Commission's Rules and Regulations, the latter shall be deemed to override the former.~~

The Company shall furnish service to applicants under the filed rates and in accordance with these Rules and Regulations. ~~All bills are subject to such taxes as are in force and applicable thereto from time to time.~~

2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS

The Company requires an initial deposit of two times the estimated monthly bill plus an amount for the connect and disconnect charge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills.

Interest will be paid by the Company on customer deposits at the rate of 6 percent per annum. The Company will pay interest on certain qualifying non-residential customer deposits at the rate of 7 percent per annum. The 7% rate will apply to non-residential deposits in those cases where the customer has established a satisfactory payment record and has had continuous service for a period of 23 months (FPSC Rule 25-7.083(6)). The Company has the option of refunding deposits after 23 months. The amount of such interest due any customer shall be credited to the customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period.

When service is terminated, any balance of the amount deposited and interest accrued will be returned to the customer; or the deposit may be returned at any time previous thereto at the option of the Company. Residential deposits will be returned after the customer has had continuous service for a period of 23 months and has not in the preceding 12 months made more than one late payment of a bill; paid with a check refused by a bank; been disconnected for nonpayment, tampered with the gas meter, or used service in a fraudulent or unauthorized manner. In each case where a refund is made the amount of the deposit and interest will be applied against any amount owed by the customer and the balance refunded. "At the option of the customer, the deposit will be refunded in full after payment of the final bill.

All Commission Rules and Regulations pertaining to customer deposits (PSC Rule 25-7.083) are incorporated herein by reference and those Commission Rules govern in the event of conflict with Company Rules herein.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

RULES AND REGULATIONS (Continued)3. METERING

The customer shall provide a suitable location satisfactory to the Company for its metering equipment.

This location shall be convenient and accessible at all times to the Company for its meter readers and other agents. This location shall conform with all local, State and Federal requirements and with the rules of the National Board of Fire Underwriters.

The representatives of the Company shall be given access to the premises of the customer at all reasonable times for obtaining meter readings, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of the Company installed on the premises, and particularly for emergency purposes.

The Company in its sole discretion may install, at its expense, an Automatic Meter Reading ("AMR") device to monitor a customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure or such equipment is required by the rate schedule under which the customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the customer's expense. If an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections.

Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Company.

All equipment furnished by the Company shall remain its property and may be replaced whenever deemed necessary by the Company or as required by the Commission and may be removed by the Company at any time after discontinuance of service. Payments made by the Customer shall not give the Customer ownership of the equipment.

The customer shall be liable to the Company for damage to or loss of meters, connections, or other Company property on ~~his~~their premises due to negligence or carelessness on the part of the customer, members of ~~his~~their household, ~~his~~their agents, or employees. ~~The Company may refuse gas service or suspend it, on refusal of legitimate access to the property or until any such damage or loss shall have been settled to its satisfaction.~~

~~The gas supplied to any customer, under any of the Company's rate schedules, shall not be remetered or submetered for sale either directly or indirectly.~~

The gas supplied to any customer shall be measured at the pressure existing at the meter. Gas supplied at other than the standard delivery pressure of the Company will be corrected to effect meter readings at the standard delivery pressure.

With the exception of the following, the gas supplied to any customer, under any of the Company's rate schedules, shall not be re-metered or sub-metered for sale either directly or indirectly. Under no conditions will service be rendered under any agreement whereby the customer or their tenants resell the gas either within or without their premises, nor under conditions by which gas is transmitted outside the premises under contract.

A. Residential Meter Reading

All residential customers shall be included in one of the Company's regularly scheduled meter reading cycles with each cycle being read every other month. Customers may provide the Company with a meter reading during those months in which an actual reading is not scheduled. To provide a reading, the customer may utilize either a Company provided meter reading card and return it for bill processing or call the number listed on the bill to report a current meter reading. Customer meter readings will be noted as estimated until the Company obtains an actual meter reading.

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Vice President

RULES AND REGULATIONS3. Metering (Continued)B. Meter Reading Estimates

Where the Company does not, for any reason, read the meter, the Company may estimate the amount of gas supplied based upon past usage, seasonal conditions, and other available information and submit a bill determined on that basis. Such a bill shall be marked as an estimated bill. Adjustment of Customer's estimated usage to actual usage shall be made when an actual reading is next obtained.

C. PSC Rule 25-7.071 Measuring Customer Service

PSC Rule 25-7.071 of the Florida Public Service Commission is included herein:

(1) All gas sold to customers shall be measured by commercially acceptable measuring devices owned and maintained by the utility, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in the utility's filed tariff.

(2) (a) Individual gas metering by the utility shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual meters shall not, however, be required:

i. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by nonstructural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;

ii. For gas used in central heating, central water heating ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems:

iii. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreation vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means;

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RULES AND REGULATIONS

3. Metering (Continued)

C. PSC Rule 25-7.071 Measuring Customer Service (Continued)

iv. In such multiple occupancy units which would require the provision of individual gas service above the second story, unless specifically requested.

(b) For purposes of this Rule:

i. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease or ownership agreement for such unit.

ii. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for consideration, receives a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

iii. The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

iv. 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) (a) Where individual metering is not required under Subsection ~~on~~(2)(a)3iii and master metering is used in lieu thereof, sub-metering may be used by the customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by the utility. The term "cost" as used herein represents only those charges specifically authorized by the gas utility's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by the gas utility plus applicable taxes and fees to the 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.

~~(b) Each utility shall develop a standard policy governing the provisions of sub-metering as described herein. Such policy shall be filed by each utility as part of its tariffs. This policy shall have uniform application and shall be nondiscriminatory. (End of Rule 25-7.071)~~

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RULES AND REGULATIONS4. PIPING AND APPLIANCES

The piping, fixtures, and appliances for which the customer is responsible shall be maintained in conformity with all Local, State and Federal requirements and with the rules of the National Board of Fire Underwriters. ~~The nature and condition of this equipment shall be such as not to endanger life or property, interfere with the service to other customers or permit the passage of gas without meter registration and it shall not be used for any illegal purpose. In violation of these conditions the Company may refuse service or discontinue service without notice until such violations are remedied by the customer.~~

5. GAS LEAKS

The customer shall give immediate notice to the Company of leakage of gas. No deduction on account of leakage shall be required to be made from customer's bills unless such leakage occurs as the result of fault or neglect of agents of the Company. In case of leakage or fire, the stopcock at the meter should be closed without delay and no light or flame used in the vicinity of the leak.

6. CONNECT CHARGE

A charge of \$3050.00 for residential service or \$60110.00 for Non-Residential service will be made on the customer's next bill when gas service is initiated, connected or turned-on.

7. RECONNECTION CHARGE

A charge of \$3050.00 for residential service or \$60170.00 for Non-Residential service will be made on the customer's next bill when gas service is reconnected after disconnection for nonpayment of bills.

8. LATE PAYMENT CHARGE

A bill shall be considered past due upon the expiration of twenty (20) days from the date of mailing or other delivery thereof by Company. ~~The balance of all past due charges for services rendered are subject to a Late Payment Charge of 1.5% or \$5.00 whichever is greater, except that the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities shall be at a rate no greater than allowed, and in a manner permitted by applicable law.~~

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Vice President

RULES AND REGULATIONS

9. OTHER CHARGES

The following charges relating to customer accounts will apply:

Change of account	\$20.00
<u>Customer requested temporary disconnection</u>	<u>\$20.00</u>
Bill collection in lieu of disconnection	\$1520.00
Returned check charge, whichever is greater	\$25.00 or 5%
Copy of tariff	\$25.00

10. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER
Temporary
Discontinuance of Supply

_____ The Company may temporarily shut off the supply of gas to the customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency. In addition the PSC Rule 25-7.089, Refusal or Discontinuance of Service by Utility, as follows, shall apply:

(1) Until adequate facilities can be provided a utility may refuse to serve an applicant if, in the best judgment of the utility, it does not have adequate facilities or supply of gas to render the service applied for, or if the service is of a character that is likely to affect unfavorably service to other customer.

(2) If the utility refuses service for any reason specified in this subsection, the utility shall notify the applicant for service as soon as practicable, pursuant to subsection (5), of the reason for refusal of service. If the utility will discontinue service, the utility shall notify the customer at least 5 working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the utility's regulations, resolved through mutual agreement, or successfully disputed by the customer. The 5-day notice provision does not apply to paragraphs (h), (i) or (j). In all instances involving refusal or discontinuance of service the utility shall advise in its notice that persons dissatisfied with the utility's decision to refuse or discontinue service may register their complaint with the utility's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552 which is a toll free number. As applicable, each utility may refuse or discontinue service under the following conditions:

(a) For non-compliance with or violation of any State or municipal law or regulation governing gas service.

(b) For failure or refusal of the customer to correct any deficiencies or defects in his piping or appliances which are reported to him by the utility.

(c) For the use of gas for any other property or purpose than that described in the application.

(d) For failure or refusal to provide adequate space for the meter and service equipment of the utility.

(e) For failure or refusal to provide the utility with a deposit to insure payment of bills in accordance with the utility's regulations provided that written notice, separate and apart from any bill for service, be given the customer.

(f) For neglect or refusal to provide reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility provided that written notice, separate and apart from any bill for service, be given the customer.

- (g) For nonpayment of bills or noncompliance with the utility's rules and regulations, and only after there has been a diligent attempt to have the customer comply, including 5 working days' written notice to the customer, such notice being separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the utility's business office is open and the U.S. Mail is delivered. Upon request of the customer, the utility shall give a copy of the notice of discontinuance to a designated third party in the service area of the utility. A utility shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the utility.
- (h) Without notice in the event of a condition known to the utility to be hazardous.
- (i) Without notice in the event of tampering with regulators, valves, meters or other facilities furnished and owned by the utility.
- (j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility, before restoring service, may require the customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.
- (3) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
- (4) When service has been discontinued for proper cause, the utility may charge a reasonable fee to defray cost of restoring service provided such charge is set out in its approved tariff on file with the Commission.
- (5) In case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.
- (6) The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer.
- (a) Delinquency in payment for service by a previous occupant of the premises unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer will receive benefit from such service.
- (b) Failure to pay for appliances purchased from the utility.
- (c) Failure to pay for a different type of utility service, such as electricity or water.
- (d) Failure to pay for a different class of service.
- (e) Failure to pay the bill of another customer as guarantor thereof.
- (f) Failure to pay a dishonored check service charge imposed by the utility.
- (7) No utility shall discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day unless such discontinuance is at the request of the customer or is necessary in the interest of safety. Holiday as used in this subsection shall mean New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.
- (8) Each utility shall submit, as a tariff item, a procedure for discontinuance of service when that service is medically essential.

Failure of Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.

11. EXTENSION OF FACILITIES

A. Free Extensions of Mains and Services: The maximum capital investment required to be made by the Company for main and service facilities without cost to the customer shall be defined as the Maximum Allowable Construction Cost ("MACC"). The MACC shall equal six times the annual gas margin revenues estimated to be derived from the facilities, excluding the cost of gas.

B. Extensions of Mains and Services Above Free Limit: When the cost of the extension required to provide service is greater than the free limit specified above, the Company may require a non-interest bearing advance in aid ~~Aid of to construction~~ Construction ("ATC") equal to the cost in excess of such free limit provided that:

(1) At the end of the first year following construction, the Company shall refund to the person paying the ATC or ~~his~~their assigns an amount equal to the excess, if any, of the MACC as recalculated using actual gas revenues, less the actual cost of gas, over the estimated MACC used to determine the amount of the ATC.

(2) For each additional customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to the person paying the ATC or ~~his~~their assigns an amount by which the MACC for the new customer exceeds the cost of connecting the customer, provided that an additional main extension shall have not been necessary to serve the additional customer.

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Vice President

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RULES AND REGULATIONS11. EXTENSION OF FACILITIES (Continued)

(3) The aggregate refund to any customer made through the provisions of (a) and (b) above shall at no time exceed the original ATC of such customer.

(4) The extension shall at all times be the property of the Company and any un-refunded portion of the ATC at the end of five (5) years shall be credited to the plant account of the Company.

C. Area Extension Program Charge: Notwithstanding the provisions of Section 40-A and 40-B, when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge (AEP). The Company, in its sole discretion, may require this charge when:

(1) The cost of the project facilities required to provide service through the area is greater than the aggregate MACC for the customers to be served; and

(2) The Company reasonably forecasts gas Margin Revenues plus revenues, including the AEP and ~~excluding the cost of gas~~, during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities.

The AEP, which shall be stated on a per therm basis, shall apply with respect to all natural gas sold or transported to Company customers located within the applicable discrete geographic area during the Amortization Period.

The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to customers within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital.

AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected customers for amounts over collected, if any.

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RULES AND REGULATIONS

11. EXTENSION OF FACILITIES (Continued)

C. Area Extension Program Charge (Continued)

Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. The resulting adjustment of the AEP (whether upward or downward) will be applied prospectively over the remainder of the Amortization Period.

The Company may enter into a guaranty agreement with the party or parties requesting the extension, whereby that party or parties agree to pay to the Company any unamortized balance remaining at the end of the Amortization Period. The Company's rights under the guaranty agreement will not be considered when calculating the AEP.

The length of the Amortization Period may be modified upon the specific approval of the Florida Public Service Commission.

D. General: The Company will own control and maintain all service pipes, regulators, vents, meters, meter connections, valves and other appurtenances from the main to the outlet side of the meter.

The extension of facilities provisions shall not require the Company to extend its mains across private property or in streets that are not at established grade; nor prohibit the Company from making extensions of mains of greater length than required herein.

12. TRANSPORTATION - SPECIAL CONDITIONS

A. A Transportation Service Agreement or other means of enrollment accepted by the Company is a condition precedent for Transportation Service under each applicable rate schedule, the initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party. :

~~B. — Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.~~

~~C. — Each Customer must designate in the Transportation Service Agreement the Maximum Daily Contract Quantity (MDCQ) the Customer's Third Party Supplier (TPS) will nominate for delivery during the term of the agreement.~~

B. The usage charges in the rate schedules shall be based upon actual or estimated consumption as determined by the Company, not by Third Party Supplier deliveries.

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Vice President

RULES AND REGULATIONS

12. TRANSPORTATION - SPECIAL CONDITIONS (Continued)

DC. — Nominations and Transportation of Gas.

The Customer's Third Party Supplier ("TPS") shall nominate on behalf of its Customers the total monthly requirements for that billing month. The TPS is responsible for making arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier. The gas transported under this Rate Schedule is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with its Gas Curtailment Plan.

D. Indemnification

As between Company and Customer, the Customer or its Third Party Supplier warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

~~With respect to gas received by Company for transportation to Customer, Company bears no responsibility for any costs incurred up to the designated point of receipt on Company's system.~~

E. Gas Supply Obligation

FROM TRANSPORTATION RATE SCHEDULES, EXAMPLES ON ORIGINAL SHEET NO.(S) 60, 64 AND 67

In the event that Customer's Third Party Supplier fails to deliver gas on behalf of its customers, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for gas supply from a TPS. In the event that a Customer seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

~~E. — **MOVED TO RATE SCHEDULES** Service under each rate schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.~~

~~F. — Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under each applicable rate schedule. Such percentage shall not be higher than 1.5% without prior approval of the Florida Public Service Commission. The Company shall have the right to adjust the percentage from time to time to reflect the actual operating experience of the Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.~~

G. — Nomination and Scheduling of Receipts and Deliveries

ITEMS 1,2,4,5 AND 7, BELOW MOVED TO TPS RATE SCHEDULE

~~Quantities nominated shall be reflected in either MMBTU or therms.~~

~~Nominations for quantities of gas to be tendered to the Company for transportation must be made by the TPS responsible for tendering such quantities on behalf of the Customer.~~

~~The Company will only accept nominations from the Customer's TPS if the Customer has notified the Company in writing of the identity of the TPS.~~

~~Unless otherwise agreed to by Company, Customer's TPS, shall nominate in writing to the Company's Gas Transportation Department by 10:00 a.m. eastern time at least seven (7) working days in advance of commencement of service and/or at least three (3) working days prior to any change in the existing nomination, the following information:~~

~~(1) The Company and the pipeline transportation contract numbers under which service is being nominated.~~

~~(2) The daily quantity of gas to be tendered at each receipt point.~~

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Vice President

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RULES AND REGULATIONS~~12. — Transportation — Special Conditions (Continued)~~~~g. — Nomination and Scheduling of Receipts and Deliveries (Continued)~~

~~(3) The identity of the TPS responsible for nominating daily quantities of gas to be tendered for delivery to Customer.~~

~~(4) The estimated term of the nomination.~~

~~(5) The name, address, and telephone number of a contact person specified by Customer that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.~~

~~(6) A signed and notarized affidavit stating that the TPS chosen by the Customer is familiar with the terms and conditions for transportation service concerning balancing of receipts and deliveries and applicable imbalance penalties and fees set forth in Company's Natural Gas Tariff, as approved by the Florida Public Service Commission, and will comply with such terms and conditions.~~

~~(7) Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.~~

~~(8) The name and contract number of the shipper delivering the gas to the Company's receipt point. This information must be provided by the Customer's TPS prior to the flow of gas.~~

~~If Customer's TPS fails to comply with provisions i through viii above, Company shall not schedule the commencement of service or change a prior nomination.~~

~~Deliveries shall be made, to the extent possible, at the scheduled delivery points, and shall approximate, as nearly as possible, deliveries to Company for Customer's account, less any quantities retained by Company for unaccounted gas.~~

~~Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.~~

~~Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.~~

~~In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.~~

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Vice-President

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RULES AND REGULATIONS~~12. — Transportation — Special Conditions (Continued)~~~~G. — Nomination and Scheduling of Receipts and Deliveries (Continued)~~

~~Company shall not carry forward nominations from month to month. Each month Customer's TPS shall furnish a separate written monthly nomination for each transportation contract.~~

~~Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.~~

~~Upon request by Company, Customer's TPS shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.~~

~~H. — Penalties~~~~**MOVED TO TPS RATE SCHEDULE AS DAILY NOMINATION PENALTIES**~~

~~Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.~~

~~Customer's TPS shall deliver, or cause to be delivered, to Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been nominated for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ("Actual Receipts") varies from the sum of quantities nominated during such billing month for transportation at the points of receipt ("Nominated Receipts") by more than ten percent (10%) of the Nominated Receipts, then the Company may impose a penalty equal to the maximum transportation charge under each applicable rate schedule times the variance in excess of ten percent (10%) of the Nominated Receipts. This penalty shall be billed to the TPS responsible for nominating and tendering receipt quantities as set forth in paragraph (g) of this section. The Company reserves the right to discontinue receipts from a TPS until the penalty is paid in full.~~

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RULES AND REGULATIONS

12. Transportation - Special Conditions (Continued)

I.F. Balancing Receipts and Deliveries

All balancing charges shall be in addition to the rates otherwise charged to Customers under their Service Classifications.

The commodity charge in the Monthly Rate section is based upon actual consumption, not Third Party Supplier deliveries.

Third Party Suppliers (TPS) will be billed for all their Customers' Contract Balancing balancing and other transportation related charges, as set forth in the TPS Rate Schedule, determined by the Company to be billable to a TPS on behalf of their customers, based on the difference of their total deliveries and city gate consumption which is the total of the customer group's billed consumption, made up of actual meter reads and/or estimated volumes. The Company reserves the right to gross up city gate deliveries for fuel loss at a rate not to exceed 1.5% grossed up for fuel. Amounts due from the TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments, if any, will be reflected in future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

In the event of such if there are any unpaid charges - a default, at the TPS' customers shall be individually responsible for any portion attributable to their individual action and or for their prorata share as follows: The Company will first determine individual customer charges, if any, and second prorata charges based on allocating the amount of as if the TPS gas received, if any, was allocated in the following priority; first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV, followed by the remaining GS classes in the order of increasing annual usage, and then by KDS and lastly to FGS customers. , first to SCTS Customers, second to Firm Transportation Customers and lastly to Interruptible Transportation Customers. Each Customer in a service classification rate schedule that does not receive gas supply to meet the entire rate schedule requirements - will receive a prorata charge based on their percentage of gas consumed, as estimated or measured on the meter reading date following the incurrence of imbalance charges, to the total of their service classification rate schedule for the period that charges apply.

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalances between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly

Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

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RULES AND REGULATIONS12. Transportation Special Conditions (Continued)1. Balancing Receipts and Deliveries (Continued)**MOVED TO TPS RATE SCHEDULE UNDER DAILY AND MONTHLY CONTRACT
BALANCING - MONTHLY IMBALANCE CASH-OUT CHARGE**

(1) For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries to Customer exceed Actual Monthly Receipts from interstate pipeline), if the Customer has contracted to take Standby Service, then the amount of the undertender shall be priced at the otherwise applicable sales rate. If the Customer has not contracted to take Standby Service, then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be billed by the Company to the Customer at the greater of the Large Commercial Service sales rate or the Posted Price for the month. The selected price shall be multiplied by the applicable factor as follows:

<u>Imbalance Level</u>	<u>Factor</u>
0-5%	1.00
Greater than 5-20%	1.10
Greater than 20%	1.20

For undertenders the Posted Price shall equal the monthly average spot price of gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, 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 amount due to the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm.

(2) For imbalances which result in overtenders, (i.e., Actual Monthly Receipts from interstate pipeline exceed Actual Monthly Deliveries to the Customer), then the excess of Receipts minus deliveries shall be deemed as purchases of natural gas by the Company from the Customer, and the Company, at its sole option may purchase such excess receipts at the lesser of the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or the Posted Price for the month. The selected price shall be multiplied by the applicable factor as follows:

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RULES AND REGULATIONS~~12. — Transportation — Special Conditions (Continued)~~~~1. — Balancing Receipts and Deliveries (Continued)~~

<u>Imbalance Level</u>	<u>Factor</u>
0—5%	1.00
Greater than 5—20%	0.90
Greater than 20%	0.80

~~For overtenders the Posted Price shall equal the monthly average spot price for gas delivered to Florida Gas Transmission at Tivoli, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, 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 amount due Customer shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm.~~

~~(3) Book-Out Procedures — A Customer taking transportation service under each applicable Rate Schedule who experiences an imbalance resulting from an undertender for a given month may enter an agreement with a Customer served under each applicable Rate Schedule who experiences an imbalance resulting from an overtender for the same month to diminish or eliminate ("bookout") the imbalances by netting one against the other. Only those Customers who (1) are served under the same Rate Schedule or other Rate Schedules if agreed to by the Company and (2) have elected in the Transportation Service Agreement to participate in this Book-Out procedure may be parties to such agreements to remove imbalances. The Company will notify Customers who have elected to participate in the Book-Out procedure of the specific imbalances for the prior month by individual contact or through an electronic bulletin board. Parties availing themselves of this provision must submit a completed Book-Out Agreement by mail or facsimile to the Company within ten (10) working days of the date of the notice. Such agreement shall not be deemed effective unless signed by an authorized representative of all parties to the agreement. Any imbalance that has not been eliminated by a Customer within the time provided will be subject to the pricing and/or penalty provisions set forth in paragraph (h) of this section.~~

Issued by: Victor A. Fortkiewicz
Vice President

Effective: February 15, 2001

RULES AND REGULATIONS~~12. — Transportation — Special Conditions (Continued)~~~~J. — Standby Sales Service~~

~~To the extent that customers elect to utilize transportation service available under each applicable rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.~~

~~Any Customer requesting Standby Sales Service shall notify the Company in writing of the level of requested service. Standby Sales Service is available up to the Customer's maximum daily contract quantity of transportation service, but may not exceed that level.~~

~~The charge for Standby Sales Service shall consist of a Monthly Standby Charge and a per therm charge for Standby Sales Service quantities taken by the Customer. The Monthly Standby Charge shall be \$.785 per therm of maximum daily standby service requested by the Customer. The per therm charge shall be the weighted average commodity cost of gas, as determined each month. Plus all billing adjustments applicable taxes and \$0.03 per therm administration fee.~~

~~The Company shall credit the monthly standby charge and the weighted average commodity cost of gas to the purchase gas adjustment clause. For all sales made pursuant to this provision the Company shall retain the administration fee.~~

~~Standby Sales Service is offered only as a fill in for those instances when the Customer's supplier is unable to deliver nominated quantities. Standby Service does not preclude nor protect interruptible customers from other curtailments or interruptions provided for in the Company's tariff. Standby Sales Service is a commodity service available to transportation customers, all applicable transportation charges apply (i.e. monthly service charge and transportation charge).~~

~~The Company may adjust the standby service charge annually, when the Company makes its annual PGA filing.~~

~~In order for a customer to discontinue standby service, notice must be provided to the Company at least twelve months prior to the expiration date of the Service Agreement.~~

Issued by: Victor A. Fortkiewicz
Vice President

Effective: February 15, 2001 Xxx3

RULES AND REGULATIONS

12. TRANSPORTATION - SPECIAL CONDITIONS (Continued)

G. Transportation Interruption and Curtailment

MOVED FROM TRANSPORTATION RATE SCHEDULES, EXAMPLES ON ORIGINAL SHEET NO.(S) 65,68, AND 72

Company shall have the right to reduce or completely curtail deliveries to Customer as follows:

1. If, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
2. In the event Company is notified by its delivering pipeline pursuant to the Federal Energy Regulatory Commission approved curtailment plans or provision of its tariff to interrupt or curtail deliveries for uses of the same type or category as Customer's use of gas hereunder; or
3. When necessary to maintain the operational reliability of Company's system.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use.

KH. Facilities

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under each applicable rate schedule. If in Company's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify customer of the ~~additional-estimated costs, required, and of~~ such facilities, including electronic measurement equipment, shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

Prior to the initial receipt of service hereunder, unless agreed otherwise, Customer shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities, which are constructed, acquired, or expanded by Company to receive or deliver Customer's gas.

All facilities required to provide service under each applicable Rate Schedule shall be designed, constructed, installed, operated, and owned by Company, unless otherwise agreed to by Company.

Company's execution of a Transportation Service Agreement under each applicable Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

**SPLIT UP ABOVE BETWEEN NOMINATIONS AND TRANSPORTATION OF GAS – 12C,
AND INDEMNIFICATION 12D**

~~L. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. Company shall not be liable for curtailment or interruption of service under this schedule or loss of gas of the Customer as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order. Gas delivered to Company by Customer for transportation hereunder shall be and remain the property of the Customer. As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Company shall be deemed to be in exclusive control and possession of gas delivered into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company's system on behalf of transporting Customer. Company reserves the right to commingle gas delivered to it for the account of Customer with Company's other gas supplies.~~

13. FORCE MAJEURE

Neither Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or circumstance 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, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

Such cause or contingencies affecting the performance by the Company, Third Party Supplier or Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

14. GAS CURTAILMENT PLAN

During periods of supply shortages, operational constraints or Force Majeure events the Company may implement the terms of its Gas Curtailment Plan. The purpose of this plan is to preserve the ability to continue to provide essential gas services to the broadest base of customers given limited gas supply and/or delivery capacity. If a customer notifies the Company that they have a medical necessity requiring gas use the Company will endeavor to provide adequate notice of any curtailments.

15. UNAUTHORIZED GAS USE

Unauthorized Gas Use includes, but is not limited to, any volume of gas taken by Customer in excess of its Demand Charge Quantity requirement as set forth in its Service Agreement with Company or the quantity of gas allowed by the Company on any day for any reason, including as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or by the Florida Public Service Commission of the State of Florida or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Company.

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

If a Customer uses gas after having been notified that gas is not available or, if applicable, uses gas in excess of the Demand Charge Quantity or requirements as established in the Service Agreement, then Unauthorized Gas Use charges shall apply to those amounts.

Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Rate Schedule, then Unauthorized Gas Use charges shall apply to the TPS.

All Unauthorized Gas Use charges shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price, for each day, for gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. However, this rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the Federal Energy Regulatory Commission approved gas tariffs of the interstate pipelines which deliver gas into Florida. This charge is in addition to all applicable taxes, charges and assessments of the applicable rate schedule.

Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service.

Such payment for unauthorized use of gas shall not be deemed as giving Customer or TPS any rights to use such gas.

16. EQUIPMENT FINANCING

MOVED FROM TRANSPORTATION RATE SCHEDULES EXAMPLES ON ORIGINAL SHEET NO.(S) 66, 69 AND 73 UNDER ITEM #4.

If the Company agrees to provide the necessary natural gas conversion or compression equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time when the Company has recovered its costs of providing the natural gas conversion equipment the ongoing gas deliveries shall be billed at rates stated in the customers applicable rate schedule.

17. TAXES AND OTHER ADJUSTMENTS

There will be added to all bills rendered all applicable local utility and franchise taxes, State sales taxes and gross receipts tax presently assessed by governmental authority, as well as any future changes or new assessments by any governmental authority subsequent to

the date of any rate schedule. All such assessments as described above shall be shown on customer bills.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. ~~6~~No. 7

Second Revised Sheet No. 24
 Superseding
 First Original Sheet No. 24

BILLING ADJUSTMENTS RENAMED RIDERS A, B AND C MOVED AFTER RATE SCHEDULES IN CLEAN VERSION OF THE TARIFF. # 2 MOVED TO RULES AND REGULATIONS AS ITEM # 17

BILLING ADJUSTMENTS Rider "A"

1. ~~1.~~ Purchased Gas Adjustment Cost Recovery Factor Rate ("PGA"):

Applicable to all customers taking Sales Service from the Company under all GS, NGV and GL rate schedules. The PGA Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and assessments in connection with the purchase and sale of gas.

A. ~~The above rates per therm for gas supplied in any billing period shall be adjusted by the Company's expected weighted average cost of gas (WACOG), and other adjustments as specified and approved by the Florida Public Service Commission. The WACOG may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the twelve-month period of April through March ending December 31st, in accordance with the methodology adopted by the Commission on May 10, 1993, in Order No. PSC 93-0708 FOF GU, Docket No. 930003 GU, or as such methodology may be amended from time to time by further order of the Commission.~~ The factor determined as set forth above shall be multiplied by 1.00503 for regulatory fees, and rounded to the nearest \$0.00001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

B. ~~The purchased gas cost~~ PGA cap recovery factor approved by the Commission for the billing months of January 2003 through December 2003 is \$0.79429 per therm.

C. ~~The purchased gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected gas cost expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a midcourse 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 WACOG) or upward (increasing the WACOG) to the extent that the increase does not exceed the authorized cap. The current month WACOG 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.~~

D. Any overrecovery or underrecovery of purchased gas costs by the Company as a result of adjustments made pursuant to the above shall be "trued-up" (refunded to customer or collected by Company) with interest, during succeeding billing periods as an adjustment to the WACOG, in accordance with the methodology adopted by the Commission, or as such methodology may be amended from time to time by further order of the Commission.

2. ~~2.~~ Taxes and Other Adjustments Applicable to All Rate Schedules:

~~There will be added to all bills rendered all applicable local utility and franchise taxes, State sales taxes and gross receipts tax presently assessed by governmental authority; as well as any future changes or new assessments by any governmental authority subsequent to the effective~~

~~date of any rate schedule. All such assessments as described above shall be shown on customer bills.~~

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~January 1, 2003~~ Xxx3
Vice President

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. ~~6~~ No. 7

~~Fourth Revised Sheet No. 25~~
 Superseding
~~Third Revised~~ Original Sheet
 No. 25

BILLING ADJUSTMENTS Rider "B"

3. Energy Conservation Cost Recovery Adjustment ("ECCR"):

Applicable to all customers served under the rate schedules shown in the table below.

The energy Distribution Ceharges of for the following applicable rate schedules shall be increased or decreased for the ECCR Rider to the nearest \$0.00001 multiplied by the tax factor of 1.00503 for each therm of sales to reflect the recovery of conservation related expenditures by the Company. The ECCR factor shall be multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.0001 per therm. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for review, approval, recovery, and recording of such costs and revenues is set forth in Commission PSC Rule 25-17.015.

The cost recovery factors including tax multiplier for the twelve month period from January 2003 through December 2003 are:

<u>Residential and Gas Lighting Customers</u>	RS	\$0.07799 per therm
<u>Gas Lights</u>	GL	\$0.07799 per therm
<u>Commercial Non-Residential customers in: GS-1, GS-100, GS-220, GS-600, GS-1.2k, GS-6k, GS-25k and GS-60k</u>	GS, SGTs	\$0.02272 per therm
<u>Large Commercial (Sales/Transportation) GS-120k</u>	GTS, LGS	\$0.01494 per therm
<u>Interruptible GS-250k</u>	IP, ITS	\$0.01363 per therm

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Vice President

Effective: Xxx3

Rider "C"

4. Competitive Rate Adjustment Clause ("CRA"):

Applicable to all customers except those taking service under rate schedules FGS, KDS, TSS, OSS, or receiving a discount under the AFD Rider.

~~The non-gas energy charge or transportation Distribution Charge for gas sold or transported after June 30, 1991, to customers to whom this charge applies, other than those served under the Company's Interruptible Rate Schedules is subject to adjustment in accordance with the following provisions, for prior shortfalls or surpluses, in Company's contract interruptible, contract interruptible large volume, and contract transportation service revenues.~~

A. For the purposes of this clause, the following definitions shall apply:

(1) "Actual revenue" means ~~Company's actual non-gas margin revenue derived from service provided under its Rate Schedules AFD Rider GI, GI-LV, GI-TS and GI-LVT during a determination period.~~

(2) "Base revenue" means ~~the non-gas margin revenue which Company would have derived had all gas sold under the AFD Rider, during a determination period, been sold under Company's Rate Schedules GS-120k, GS-250k and GS-1,250k GI and GI-LV and all transportation under Rate Schedule GI-TS and GI-LVT during a determination period been billed at the non-gas energy charge or transportation charge, as appropriate, established for service under applicable interruptible rate schedules in Company's last base rate proceeding.~~

Issued by: Victor A. Fortkiewicz
Vice President

Effective: January 1, 2003

BILLING ADJUSTMENTS

~~4. Competitive Rate Adjustment Clause (Continued)~~

(3) "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a determination period.

(4) "Shortfall" means the amount, if any by which Company's base revenue exceeds its actual revenue for a determination period.

B. The existence of a shortfall or surplus shall be determined by comparing Company's actual revenue with its base revenue. This determination shall be made each year for the actual twelve months ending September 30/October 31st ("determination period").

~~G. Adjustments to rates pursuant to this clause shall be implemented during an "adjustment period," which shall be the eleven months ending September 30 in the year following the determination period in the event of a surplus. In the event of a shortfall, any eleven successive months ending on a September 30 within five years following the determination period may be an adjustment period.~~

~~D. In the event of a surplus, Company shall reduce rates to customers (other than customers served under the Company's Interruptible Rate Schedules) to credit them with revenues equal to the surplus.~~

~~E. In the event of a shortfall, Company may increase rates to customers (other than customers served under the Company's Interruptible Rate Schedules) to recover an amount not to exceed the amount of the shortfall.~~

FC. A surplus refund or shortfall recovery shall be implemented during an "adjustment period" beginning January 1st by reducing or increasing the ~~non-gas energy charge or transportation~~Distribution Charge per therm charge prescribed in each applicable rate schedule of this tariff ~~(except Interruptible Rate Schedules)~~ by an adjustment factor computed as follows and multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.0001 cent per therm.

In the event of a surplus, subtract the amount derived from dividing the :
~~Surplus Refund due to Customers by the projected therm sales for these Customers.~~
to Customers

PTS

In the event of a shortfall, add the amount derived from dividing the :
Shortfall Recovery by the projected therm sales for these Customers.

Recovery

PTS

Where PTS is the projected therm sales to and transportation

for customers (excluding customers served under Interruptible

Rate Schedules) during the adjustment period.

BILLING ADJUSTMENTS

4. Competitive Rate Adjustment Clause (Continued)

Any variation between the actual surplus refund to customers and the amount calculated pursuant to the preceding paragraph, or between the actual shortfall recovery and the amount which Company elected to recover in an adjustment period, shall be "trued-up" during the succeeding adjustment period pursuant to methodology approved by the Commission.

GD. Company may defer all or any portion of a shortfall recovery to a subsequent adjustment period or portion thereof.

Issued by: Vieter A. Fortkiewicz A. Mark Abramovic
Vice President

Effective: February 15, 2004 Xxx3

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. ~~6~~No. 7

Original Sheet No. 28

RENAMED RIDER D AND MOVED AFTER RATE SCHEDULES IN CLEAN VERSION OF THE TARIFF

RIDER "D"

LOAD PROFILE ENHANCEMENT DISCOUNT (LED)

Rider ~~ED~~

APPLICABILITY

Service pursuant to this rider is available to all customers who install new gas equipment with a summer peak requirement. A summer peak requirement is defined as equipment which has its peak requirements between April and October. The presence of such new gas equipment shall be verified by a Company representative prior to commencement of service. This rider is applicable to a customer's incremental summer peak load.

MONTHLY RATEDISCOUNT:

~~Energy Distribution or Transportation Charge Discount: For the period April 1 to October 31 a discount of fifty percent (50%) of the energy or transportation charge rate set forth in the otherwise applicable rate schedule will apply to the incremental load of the summer peak equipment. (See exception in Special Condition number 5)~~

SPECIAL CONDITIONS:

1. Service provided under this rider shall be provided at the same facility / location as service provided under the applicable tariff which this rider relates to.
2. Service pursuant to this rider will be initiated only if requested by Customer, and the discount or surcharge provided herein shall be applicable prospectively from the time service hereunder is initiated by the Company.
3. Service pursuant to this rider shall be metered separately for non-residential customers.
4. Additional facilities costs above the Company's extension of facilities maximum construction cost, as defined in Extension of Facilities and the Piping and Appliances section 40 of the tariffs rules and regulations, ~~Sheet No. 12,~~ necessary to provide service under this schedule shall be paid for by the customer. This includes, but is not limited to metering equipment.
- ~~5. 5. Volumes sold pursuant to this Rider shall not be used in determining a customers eligibility for assignment to a particular rate schedule. do not qualify for determination of annual threshold requirement in determining rate class.~~
5. _____
6. For Residential customers' separate metering will be at the Customers sole option and expense. For Customers not separately metered, consumption greater than 35 therms per month will be billed at the Discounted Rate.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

GENERAL SERVICE RATE- 1 SCHEDULE-RS
(GS-1)
Residential Service

Availability

Throughout the service area of the Company.

APPLICABILITY

Service is available to customers using between 0 and 99 therms per year as determined by the Company. Applies to all gas delivered For domestic purposes, to any customer for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations as residential service.

CHARACTER OF SERVICE

A firm delivery service of nNatural gas, or its equivalent, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

* MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge:	\$7.50	
Energy Charge Distribution Charge, per therm:	\$0.49367 per therm	
<u>Commodity Charge</u>	<u>Per Rider "A"</u>	<u>Per TPS Agreement</u>

* The charges set forth in this rate schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the customer ~~Customer~~ charge ~~Charge~~

TERMS OF PAYMENT

Bills are ~~net and~~ due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.:-

Adjustments

See Billing Adjustments, Sheet Nos. 24-27.

SPECIAL TERMS AND CONDITIONSSPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

2. Each year the Company shall re-determine each customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

MOVED TO METERING SECTION~~Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.~~

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.

2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective:
Vice President

GENERAL SERVICE -- 120k RATE SCHEDULE LGS(GS-120k)
Large Commercial Service

Availability

Throughout the service area of Company

APPLICABILITY

Service is available to customers using between 120,000 and 249,999 therms per year as determined by the Company.

Service under this schedule is available to commercial and industrial consumers, using more than 120,000 therms per year at one billing location.

Character of Service

A firm delivery service of nNatural gas, or its equivalent, delivered by the Company or customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

* MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge:	\$50.00	
<u>Demand Charge, per DCQ</u>		
<u>Energy Distribution Charge, per therm</u>	\$0.17847 per therm	
<u>Commodity Charge</u>	<u>Per Rider "A"</u>	<u>Per TPS Agreement</u>

* The charges set forth in this rate schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than three years. Otherwise the DCQ shall be set equal to the highest monthly usage, as determined by the Company, for the most recent three year period divided by the applicable number of days in the respective billing month unless the customer, in the Company's opinion, can demonstrate a significant ongoing change in its usage, in which case the Company may estimate the DCQ based on this information. If historical consumption information is not available, then the initial DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment.

If the Customer's maximum daily usage exceeds the Company assigned DCQ more than three (3) times in twelve (12) months, the Company may increase the customers' DCQ to the highest level experienced during the previous 12 months.

MINIMUM BILL

The minimum monthly bill shall be the ~~Customer charge~~Charge and Demand Charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 120,000 therms. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the minimum qualifying therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company. Bills are not and become delinquent if unpaid after expiration of twenty days from date of mailing.

TERM OF CONTRACT:

The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

Adjustments

See Billing Adjustments, Sheet Nos. 24-27.

SPECIAL TERMS AND CONDITIONS SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

2. Each year the Company shall re-determine each customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

GENERAL SERVICE-120k (GS-120k)RATE SCHEDULE LGS

Large Commercial Service

(Continued)

MOVED TO METERING SECTION

~~If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section, may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment sales under this rate schedule shall be billed at rates stated herein.~~

**SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
 THIRD PARTY SUPPLIERS (TPS)**

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.
2. Automatic Meter Reading (AMR) equipment is required for all transportation customers served under this rate schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

**THIS ITEM 2 WILL REPLACE THE ONE ABOVE FOR THE GS-60k RATE SCHEDULE IN THE
 CLEAN VERSION OF THE TARIFF**

2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.

Issued by: ~~Victor A. Fortkiewicz~~A. Mark Abramovic Effective: February 15, 2004Xxx3
 Vice President

Gas _____ CompanyGas _____ CompanyGas _____ Company

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. 6 No. 7

Original Sheet No. 38

RENAMED RIDER E AND MOVED AFTER RATE SCHEDULES IN CLEAN VERSION OF THE TARIFF

Rider "E"

RATE SCHEDULE ALTERNATE FUEL DISCOUNT G(AFD)

Contract Interruptible - Preferred Gas Service

APPLICABILITY

To qualify for this ~~rated~~ discount, customer must have, ~~standby fuel facilities in the Company's opinion, a viable Alternate Fuel and qualify for service under General Service rates GS-120k, GS-250k or GS-1,250k.~~ In all cases where continuous operation of the customer's facilities is necessary, customer shall ~~continuously provide and maintain stand-by facilities in operating condition during the contract period stand-by facilities.~~ The Company is under no obligation to grant service under this Rider and absent a service agreement with the Company customers are under no obligation to accept service under this Rider.

CHARACTER OF SERVICE

~~Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.~~

~~Deliveries under this schedule Customers shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. The Company shall endeavor to notify customers Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to Force Majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.~~

MONTHLY RATE

Customer Charge:	\$100.00
Energy Charge:	\$0.15787 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

ALTERNATE FUEL DISCOUNT

The ~~Customers M~~monthly energy charge ~~Rate(s)~~ of \$0.15787 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under ~~this~~ their rate schedule can purchase ~~an alternative~~ Alternate fuel ~~Fuel~~ at a lower equivalent cost. ~~The discount can be as much as the entire energy charge, meaning that the energy charge can be reduced to, but not less than, zero.~~

The equivalent cost of the ~~alternate~~ Alternate fuel ~~Fuel~~ means the Customer's cost including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of ~~alternate~~ Alternate fuel ~~Fuel~~, limited to the non-gas energy charge of \$0.15787 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, ~~as shown on Tariff Sheet No. 41.~~ Once a Customer has

submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

City Gas Company of Florida
FPSC Natural Gas Tariff
Volume No. 6 No. 7

Original Sheet No. 39

RATE SCHEDULE G1

Contract Interruptible - Preferred Gas Service

(Continued)

Rider "E"

Alternate Fuel Discount (AFD)

(Continuedcontinued)

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A ~~each quarter~~ in the time required to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company per Form No. AFD-2A.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider LED.

Minimum Bill

~~The minimum monthly bill shall be the customer charge.~~

~~The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.~~

Terms of Payment

~~Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.~~

Load Profile Enhancement Discount

~~Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet No. 28.~~

Adjustments

~~See Billing Adjustments, Sheet Nos. 24-27.~~

Issued by: Victor A. Fortkiewicz
Vice President

Effective: February 15, 2001

RATE SCHEDULE CI

Contract Interruptible - Preferred Gas Service

(Continued)

Overrun Penalty

~~If customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.~~

~~The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas valve at the customer's premises) available to Company or another customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.~~

TERM OF SERVICE

~~Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.~~

SPECIAL TERMS AND CONDITIONS OF SERVICE

~~Application of this rate is subject to Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.~~

~~Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his nor under conditions by which gas is transmitted outside the premises under contract.~~

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic
Vice President

Effective: February 15, 2004 Xxx3

City Gas Company of Florida
FPSC Natural Gas Tariff
Volume No. ~~6~~ No. 7

Original Sheet No. 41

Rider "E"
Alternate Fuel Discount (AFD)
(continued) RATE SCHEDULE G1
Contract Interruptible Preferred Gas Service (Continued)

Affidavit of Alternate Fuel Price

To: CITY GAS COMPANY OF FLORIDA
955 East 25th Street
Hialeah, Florida 33013

Attention:

We, _____ have received a firm offer from _____ for our purchase of up to (#) _____ (identify units) _____ for use by us at our facility located at _____, Florida, delivery to commence on _____, at a price of \$ _____ per (identify units). Copy of the offer, which will expire _____, is attached hereto.

Taxes payable by us should we purchase the referenced fuel pursuant to the attached offer, would be \$ _____ per (identify units).

Transportation costs for delivery of the fuel to our facility at _____ from _____ would be \$ _____.

I hereby certify on behalf of _____ that the foregoing information is true, complete and correct, and that (Co.) _____ we has-have the facilities-ability to utilize the energy specified above in the amount specified above at its _____ facility noted above. I hereby further certify that we will notify CITY GAS COMPANY OF FLORIDA (City Gas) on the first day of each quarter hereafter of the price at which we are able to purchase the alternate fuel referred to above, and will further notify City Gas at any time there is a change in the information contained herein.

I hereby certify that (Co.) _____ we will cease taking gas from City Gas, on _____ unless such gas is priced at less than \$ _____ per therm as provided in City Gas' -Rate-GS- rate Schedule-G1, including all applicable billing adjustments.

(Customer Name)

(Signature of Corporate Officer)

(Title)

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____ 19-20 _____ who is personally known to me, or who has produced _____ as identification

My Commission Expires:

Notary Public

See Acceptance on reverse side

| Form No. AFD-1A (11/96)

| Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. 6 No. 7

Original Sheet No. 42

Rider "E"
 Alternate Fuel Discount (AFD)
 (continued) RATE SCHEDULE G
 Contract Interruptible - Preferred Gas Service (Continued)

ACCEPTANCE

Based upon the foregoing information, and in accordance with the customer's rate schedule, with ~~Rate Schedule G~~, the non-gas energy charge for gas taken by _____ on and after _____ shall be reduced by \$ _____ to \$ _____ per therm, computed as follows:

Alternate fuel type, _____:

Alternate fuel discount:

<p>1. Alternate fuel price _____</p> <p>2. per _____ (unit) _____</p> <p>3. Transportation _____</p> <p>4. Taxes _____</p> <p>5. Total laid-in cost _____</p> <p>6. Conversion factor _____</p> <p>7. = equivalent cost _____</p>	<p>8. <u>GS Energy-charge</u> <u>\$0.15787</u></p> <hr/> <p>9. Purchased gas adjustment _____</p> <p>10. Other billing adjustments _____</p> <p>11. Taxable amount _____</p> <p>12. Taxes and fees % _____</p> <p>13. Total rate per therm _____</p> <p>14. Less equivalent cost of alternate fuel (from line 7) per therm _____</p> <p>15. Difference (L13-L14) _____</p> <p>16. Line 15 divided by (1 + tax rate in line 12) _____</p> <p>17. Maximum discount <u>\$0.15787</u></p> <hr/> <p>18. Alternate fuel discount per therm (lesser of line 16 or 17) _____</p> <p>19. Adjusted energy-charge _____</p>
---	--

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

By _____

 (Title)

_____ 4920 _____

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic
Vice President

Effective: ~~February 15, 2001~~ Xxx3

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. ~~6~~No. 7

Original Sheet No. 50

NATURAL GAS VEHICLE SALES SERVICE (NGV)
Rate Schedule NGVSS

Availability

Throughout the service area of the Company.

APPLICABILITY

Gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

* MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge:	\$15.00	
<u>Energy Distribution Charge</u> , per therm:	\$0.17500 per therm	
<u>Commodity Charge</u>	<u>Per Rider "A"</u>	<u>Per TPS Agreement</u>
The minimum monthly bill shall be the customer charge.		

* The charges set forth in this rate schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge. In addition, a minimum annual charge, if applicable, shall be assessed by applying the applicable rates and adjustments hereunder to the difference between the minimum therms, if any, established per the Customer's Agreement and the Customers annual usage.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS:**MOVED ABOVE**

~~1. The Purchased Gas Cost Recovery Factor (Sheet No. 24) and Taxes and Other Adjustments (Sheet No. 24) shall apply. The Energy Conservation Cost Recovery Adjustment and the Competitive Rate Adjustment Clause (Sheet Nos. 25-27) are not applicable.~~

~~2. A contract for an initial term of at least one year shall be required as a condition precedent to service under this rate schedule. If an extension of facilities is required, the initial contract term shall be the term required under the agreement for the facilities extension.~~

MOVED TO RULES AND REGULATIONS NEW SECTION FOR EQUIPMENT FINANCING

~~3. If the Company agrees to provide the necessary natural gas compression facilities, a separate agreement shall be entered into, and the initial contract term shall be the term required under such agreement. Further, the above rates shall be adjusted to provide for the recovery by the Company of the costs incurred in providing such natural gas compression facilities. At such time as the Company has recovered its costs of providing natural gas compression facilities, sales under this rate schedule shall be billed at the above stated rates.~~

4. Service under this rate schedule shall be subject to the general Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. See the Rules and Regulations for Transportation - Special Conditions for terms related to Customers taking Gas Supply from a TPS.

2. Automatic Meter Reading (AMR) equipment is required for transportation customers served under this rate schedule using over 120,000 therms per year. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: February 15, 2001 Xxx3
Vice President

FLEXIBLE GAS SERVICE (FGS)
Rate Schedule FGS

OBJECTIVE

The objective of this ~~service classification~~ rate schedule is to enable the Company the opportunity to compete in markets where natural gas service is not a monopoly service.

This tariff provides the Company with both the opportunity and risk to compete in these markets. It is designed to increase load by working with customers with regard to the specific terms and conditions of service.

This tariff places the Company's shareholders at risk, not the general body of rate-payers (see rate-making treatment.)

APPLICABILITY

This service is available at the Company's option to customer(s) meeting the applicability standards, which include, (1) the customer must provide the Company with a viable economic energy alternative including verifiable documentation of customer alternative, and (2) the Company must demonstrate that the Customer served under this rate schedule will not cause any additional cost to the Company's other rate classes. The Company is under no obligations to grant service under this tariff. Absent a service agreement with the Company under this rate schedule, customers are under no obligation to accept service under this rate schedule, and may elect to receive service under other applicable tariff rate schedules.

Terms of service including pressure, capital repayment and operating conditions are separately set forth in individual agreements between the Company and the Customer.

CHARACTER OF SERVICE

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot

MONTHLY RATE

The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

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Vice President

FLEXIBLE GAS SERVICE (FGS)
Rate Schedule FGS
(Continued)

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer agree to utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

In the event either party is asked to provide the information by such a court or agency, it will promptly inform the other of the request, and will cooperate in defending and maintaining the confidentiality of the information.

This provision shall not prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document. Within 30 days after a service agreement has been executed under this rate schedule, the Company shall file the service agreement and related documents with the Commission's Division of Records and Reporting for review by the Commission Staff who shall treat them as confidential documents.

RATE-MAKING TREATMENT

The Company will separately account for all incremental capital cost, and such cost will be excluded from rate base. To the extent that the Company enters into Flexible Gas Service agreements with Customers, the Company is at risk for the capital investment, not the general body of rate-payers.

As part of the incremental cost analysis, in determining the Customer's rate, the Company will specifically identify the incremental O & M costs. In future base rate cases, the customer operating costs (the annual operating and maintenance cost of meter reading, billing, and maintenance of facilities) will be imputed as revenue to offset the revenue requirement of such cost. The imputed revenue will be the greater of the specifically identified O & M cost, or applicable customer cost component, as identified in the cost of service study of the Company's most recent base rate proceeding.

Revenues, exclusive of the appropriate taxes and assessments, and PGA (for sales service) shall be retained by the Company. In addition, revenue will be excluded from regulated revenues. For the purpose of monthly surveillance reports, only the imputed revenue component of revenue shall be included.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

FLEXIBLE GAS SERVICE (FGS)
Rate Schedule FGS
(Continued)RATE-MAKING TREATMENT (Continued)

Although the primary purpose of the flexible gas service schedule is to attract new customers, the Company shall not be precluded from using the schedule to keep existing customers from leaving its system. Flexible gas service rates for existing customers, shall be determined on a case-by-case basis. If this rate schedule is applied to an existing customer, in addition to excluding all incremental capital costs from rate base, the existing depreciated cost of the gas service line, metering equipment and any other facilities that were specifically installed to serve that particular customer shall be removed from rate base. Also, a portion of the depreciated costs of common distribution mains reflecting that customer's distance from the nearest point on an interstate Gas Pipeline and the size of pipe required to serve that customer's peak demand for gas shall be removed from rate base.

City Gas Company of Florida
 FPSC Natural Gas Tariff
 Volume No. ~~6~~ No. 7

Original Sheet No. 54

THIRD PARTY SUPPLIER (TPS)
Rate Schedule TPS

APPLICABILITY

The provisions of this Rate Schedule shall apply to brokers, marketers, customers intending to act as their own gas supplier and other third party suppliers (collectively "Third Party Suppliers" or "TPS") of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company's City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company's system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of the Company's Tariff.

TERM OF CONTRACT

The term of the contract shall be at least three (3) years and from month to month thereafter unless terminated on thirty (30) days written notice.

TERMS OF PAYMENT

MOVED FROM BELOW

The TPS agrees to pay for all balancing and other transportation related charges determined by the Company to be billable to a TPS on behalf of their customers as provided for in this tariff. All charges due from a TPS under this rate schedule shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any, will be reflected on future billings.

CREDITWORTHINESS

Company shall not be required to permit any ~~Third Party Supplier~~ TPS who fails to meet Company's standards for creditworthiness to sell or deliver gas on its system. Company may require that ~~Third Party Supplier~~ TPS provide the following information:

1. Current financial statements (to include a balance sheet, income statement, and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then ~~Third Party Supplier~~ TPS also should provide an attestation by its chief financial officer that the information shown in the un-audited statements submitted is true, correct and a fair representation of ~~Third Party Supplier~~ TPS's financial condition.

2. A bank reference and at least three trade references.

3. A written attestation from ~~Third Party Supplier~~ TPS that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a ~~Third Party Supplier~~ TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.

4. A written attestation from ~~Third Party Supplier~~ TPS that it is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.

5. A written attestation from ~~Third Party Supplier~~ TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the ~~Third Party Suppliers'~~ TPS's ability to remain solvent.

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Vice President

THIRD PARTY SUPPLIER (TPS)

Rate Schedule TPS

(Continued)

CREDITWORTHINESS (Continued)

~~To remain in good standing, If Third Party Supplier has an ongoing business relationship with Company~~ no uncontested delinquent balances should be outstanding for natural gas sales, storage, transportation services, or imbalances previously billed by Company, and ~~Third Party Supplier~~ TPS must have paid its account during the past according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.

~~Third Party Supplier~~ TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with ~~Third Party Supplier~~ TPS's creditworthiness or ability to pay based on information available to Company at that time.

Company shall not be required to permit and shall have the ability to suspend any ~~Third Party Supplier~~ TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, ~~Third Party Supplier~~ TPS may continue to sell / deliver gas on the Company's system if ~~Third Party Supplier~~ TPS elects one of the following options:

(A) Payment in advance for up to three (3) months service as determined by the Company.

(B) A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months service. The letter of credit must be drawn upon a bank acceptable to Company.

(C) A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of ~~Third Party Supplier~~ TPS's performance of its obligations to Company.

(D) Such other form of security as ~~Third Party Supplier~~ TPS may agree to provide and as may be acceptable to Company.

In the event ~~Third Party Supplier~~ TPS fails to meet the terms of this Creditworthiness section, ~~immediately prepay the required three (3) months of revenue or furnish security,~~ Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend ~~Third Party Supplier~~ TPS until security is received such time as they are deemed compliant by the Company.

The insolvency of a ~~Third Party Supplier~~ TPS shall be evidenced by the filing by ~~Third Party Supplier~~ TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the ~~Third Party Supplier~~ TPS,

or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking

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Vice President

THIRD PARTY SUPPLIER (TPS)Rate Schedule TPS

(Continued)

CREDITWORTHINESS (Continued)

reorganization, arrangement, adjustment or composition of the ~~Third Party Supplier~~ TPS, or any Parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the ~~Third Party Supplier~~ TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

MONTHLY RATE

Customer Charge	\$xxx.x
Charge for each Transportation Customer served by the TPS	\$x.xx

DETERMINATION OF THE AVERAGE DAILY DELIVERY QUANTITY ("ADDQ")

MOVED FROM SCTS ORIGINAL SHEET NO 62 4TH PARAGRAPH The ADDQ for each customer without an AMR device will be calculated by the Company by dividing the Customer's usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer's ADDQ at any time, due to changes in Customer's equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer's gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

MOVED FROM SCTS ORIGINAL SHEET NO 62 3RD PARAGRAPH The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile, or other means as determined by the Company. If TPS does not agree with Company's determination of TPS's aggregate ADDQ, it must notify Company in writing, by facsimile, within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

NOMINATIONS FOR SERVICE

A ~~Third Party Supplier~~ TPS shall provide in writing to the Company at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the estimated gas requirements ~~nominations~~ of all its Customers for ~~to whom the Third Party Supplier will be delivering during the month.~~ The TPS daily nominations shall consist of the ADDQ amount as provided by the Company, if applicable, plus an amount to meet their non-ADDQ Customers daily requirements. The TPS shall use its best efforts to match their daily nominations to ADDQ and non-ADDQ requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending Third Party Suppliers TPS. In addition, ~~Customer~~ TPS must identify interstate pipeline, contract(s) number(s) on which deliveries will be made to the Company's distribution system at least twenty-four (24) hours

prior to the flow of gas. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

MOVED FROM TRANSPORTATION SPECIAL CONDITIONS 12 F Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under each applicable rate schedule. Such percentage shall not be higher than 1.5% without prior approval of the Florida Public Service Commission. The Company shall have the right to adjust the percentage from time to time to reflect the actual operating experience of the Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

MOVED FROM TRANSPORTATION SPECIAL CONDITIONS 12 G

In making Nominations the TPS shall provide the following:

- (1) The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company's distribution system.
- (2) The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point, however the Company reserves the right to specify at which pipeline receipt point a TPS will deliver gas as a percentage of the TPS total monthly deliveries.
- (3) The estimated term of the nomination.
- (4) The name, address, and telephone number of a contact person that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.
- (5) Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

If Customer's TPS fails to comply with provisions 1 through 5 above, Company may not schedule the commencement of service or change a prior nomination.

DAILY NOMINATION PENALTIES

MOVED FROM TRANSPORTATION SPECIAL CONDITIONS 12 H

The TPS shall deliver, or cause to be delivered, to the Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been Nominated for Service.

Except for conditions of Force Majeure or per prior agreement with the Company to modify nominations, on any day that the sum of the actual daily quantity of natural gas received by Company ("Actual Receipts") varies from the sum of daily quantities Nominated for Service during such day for transportation at the points of receipt ("Nominated Receipts") by more than ten percent of the Nominated Receipts, the Company may impose a penalty equal to

Unauthorized Gas Use charge times the variance in excess of ten percent of the Nominated Receipts unless in its opinion the system or customers receiving PGA service were not harmed as a result of the imbalance. The Company reserves the right to limit this imbalance to five percent upon twenty four hours notice to the TPS representatives.

These charges are in addition to monthly cash-outs and any other imbalance charges and convey no rights to any quantities of gas to the TPS or its customers. In the event of non-payment, these charges shall not be assessed to the TPS customers by the Company. In addition, the Company shall not be required to continue to perform service for TPS customers if their TPS fails to deliver adequate gas supplies per their daily nominations. The Company reserves the right to discontinue receipts from a TPS until the penalty is paid in full.

PIPELINE IMBALANCES AND CHARGES

Company and ~~Third Party Supplier~~TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of ~~Third Party Supplier~~TPS's failure to deliver confirmed quantities of gas. However, ~~in~~ the event that Company is assessed penalties as a result of ~~Third Party Supplier~~TPS's actions or omissions, ~~Third Party Supplier~~TPS shall reimburse Company for such penalties as may be attributable to ~~Third Party Supplier~~TPS's' actions or omissions. The Company reserves the right to commingle and charge TPSs on a prorated basis, as determined by the Company, any pipeline charges related to transportation that are not readily identifiable to a specific TPS.

INDEMNIFICATION

As between the Company and ~~Third Party Supplier~~TPS, ~~Third Party Supplier~~TPS warrants that it has clear title to any gas delivered into the Company's system, and ~~Third Party Supplier~~TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. ~~Third Party Supplier~~TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting customer.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

THIRD PARTY SUPPLIER (TPS)Rate Schedule TPS

(Continued)

ALLOCATION OF SUPPLIES

~~If a Third Party Supplier is delivering gas to Customers under Rate Schedules SCTS, GTS, ITS, ILT, and/or NGVTS: Third Party Supplier will provide the Company with individual supply allocations no later than one (1) business day following the date the Third Party Supplier receives final month end measurement data from the Company. If Third Party Supplier fails to provide the supply allocations, then Ggas received by the Company in that month from the Third Party Supplier TPS shall be allocated first to Small Commercial Transportation Service; second to Commercial Transportation Service; third to Interruptible Transportation Service; fourth to Interruptible Large Volume Transportation Service first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV, followed by the remaining GS classes in the order of increasing annual usage, and then by KDS and lastly to FGS; and last to Natural Gas Vehicle Transportation Service Customers.~~

DELIVERIES OF AVERAGE DAILY DELIVERY QUANTITIES Under Service Classification -
Small Commercial Transportation Service

COPIED BELOW UNDER DAILY IMBALANCE CHARGE

~~To the extent that Third Party Supplier wishes to provide service to SCTS Customers, Third Party Suppliers must agree to make deliveries of its SCTS Customers Average Daily Delivery Quantity ("ADDQ") as adjusted from time to time in accordance with the applicable provisions of the SCTS Rate Schedule. Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile no later than two (2) business days after the receipt of the ADDQ notice from the Company. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time two business days later. Company and Third Party Supplier will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.~~

~~The Company shall assess the Third Party Supplier the following charges on any day in which the Third Party Supplier delivers an amount other than the ADDQ:~~

Imbalance	Charge
0% to 5%	\$0.02 per therm
5% to 10%	\$0.10 per therm
> 10%	\$2.50 per therm

THIRD PARTY SUPPLIER (TPS)Rate Schedule TPS

(Continued)

DELIVERIES OF AVERAGE DAILY DELIVERY QUANTITIES Under Service Classification -
Small Commercial Transportation Service (Continued)

~~On any day the Company reserves the right to limit a Third Party Supplier's ADDQ imbalance to 5%. On any day in which the Company limits the ADDQ to 5%, any imbalance between 0% and 5% will be charged an amount equivalent to the Commercial Service rate. Any imbalance greater than 5% will be charged at a rate of \$2.50 per therm. If a Third Party Supplier fails to deliver gas to serve its ADDQ more than three (3) times in a twelve (12) month period, the Company may suspend that Third Party Supplier from delivering gas to the Company's system for SCTS customers only. For the purpose of this provision, failure to deliver gas is defined as delivering less than 40% of the Third Party Supplier's customers' aggregate ADDQ.~~

DAILY AND MONTHLY CONTRACT BALANCING

Third Party Suppliers will be billed for all their Customers' balancing charges as follows:

a) Daily Imbalance Charge

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers of the TPS are served.

The Company reserves the right to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed.

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

	<u>Imbalance *</u>	<u>Charge **</u>
	<u>0% to 5%</u>	<u>\$0.00 per therm</u>
	<u>5.1% to 10%</u>	<u>\$0.10 per therm</u>
<u>Underdeliveries</u>	<u>> 10%</u>	<u>\$0.50 per therm</u>
<u>Overdeliveries</u>	<u>> 10%</u>	<u>\$0.10 per therm</u>

* The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all underdeliveries in excess of 5% shall be considered Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges.

**The Company may suspend overdelivery charges if it determines such overdeliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

MONTHLY CASH OUTS

b) Monthly Imbalance Cash-Out Charge:

MOVED FROM RULES AND REGULATIONS TRANSPORTATION - SPECIAL CONDITIONS

12 I - AND PUT IN A TABLE FORMAT

See Balancing Receipts and Deliveries in the Rules and Regulations section of this tariff. At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

<u>Imbalance Level</u>	<u>Underdeliveries (1) Factor</u>	<u>Overdeliveries (2) Factor</u>
<u>0 - 5%</u>	<u>1.00</u>	<u>1.00</u>
<u>5.1% - 20%</u>	<u>1.10</u>	<u>0.90</u>
<u>> 20%</u>	<u>1.20</u>	<u>0.80</u>

The Company reserves the right to gross up customer's total consumption for fuel loss at a rate not to exceed 1.5%.

(1) For underdeliveries the amount due to the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the higher of the total GS-25k Sales Service rate or the monthly average spot price of gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

(2) For overdeliveries the amount payable by the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the Company's lowest supplier commodity rate applicable to the billing month in which the Customer overtendered gas to the Company, or the monthly average spot price for gas delivered to Florida Gas

Transmission at Tivoli, as reported in Natural Gas Week plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Rate Schedule. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges specified in the Rules and Regulations section of this tariff.

CAPACITY ASSIGNMENT

MOVED FROM SCTS ORIGINAL SHEET NO 61

TPSs will be required to obtain firm interstate pipeline capacity into the Company's distribution system at points designated by the Company at a quantity equivalent to their customers' aggregate ADDQ. TPSs that do not demonstrate sufficient interstate firm capacity will be required to accept assignment of such capacity from the Company. The Company will assign each of its firm Interstate pipeline capacity contracts in proportion to the Company's total capacity portfolio at the current the Federal Energy Regulatory Commission approved rates.

TREATMENT OF REVENUE

All revenue produced under this ~~Service Classification~~rate schedule derived from any balancing charges or other revenue related to the recovery of gas costs, ~~monthly imbalance cash settlement or Daily Imbalance Charges~~, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

Terms of Payment

MOVED ABOVE All charges due from TPS' under this ~~Service Classification~~ derived from ~~monthly imbalance cash settlement, Daily Imbalance Charges and Load Balancing Charges~~ shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any will be reflected on future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

STANDARDS OF CONDUCT

In addition to the above terms and conditions, TPS' must agree to comply with any standards of conduct or other requirements set forth by the Florida Public Service Commission.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: February 15, 2004 Xxx3
Vice President

City Gas Company of Florida
FPSC Natural Gas Tariff
Volume No. 7

Original Sheet No.

TRANSPORTATION SUPPLY SERVICE (TSS)

APPLICABILITY:

Service is available to a TPS who signs a service agreement with the Company.

CHARACTER OF SERVICE:

At the Company's discretion gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased providing that Company facilities are suitable and gas supplies can be secured for this service. The Company reserves the right to interrupt this service upon two (2) hours notice at its sole discretion .

* CHARGES:

1. An Annual Service Charge of \$500 shall be assessed upon the initial request for this service. This charge will be reassessed for subsequent requests made after June 30 of any year.

2. A Daily Usage Charge of \$50.00 shall be assessed for each day this service is utilized.

3. The Commodity rate per therm for gas used shall be computed to be the higher of a) the PGA or b) the incremental cost of purchasing or producing said gas plus \$0.0750 per therm.

* The charges set forth in this rate schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

TERMS OF PAYMENT:

Bills are due upon receipt by the TPS and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

Issued by: A. Mark Abramovic
Vice President

Effective: Xxx3

TRANSPORTATION SUPPLY SERVICE (TSS)

(continued)

SPECIAL CONDITIONS:

1. Gas Supply: gas purchased for sale under this Rate Schedule shall not be included as part of the gas costs that are recoverable through the PGA Charge.

2. Balancing: gas supplied under this rate schedule shall be deemed a gas delivery by the TPS for purposes of applying the Daily and Monthly Contract Balancing terms of the TPS Rate Schedule.

3. Pricing Modification: the methodology and pricing set forth in the Charge section of this Rate Schedule may be modified if agreed to by the TPS and the Company, in order to accommodate market conditions or special Customer requirements.

4. Rules and Regulations: service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

Issued by: A. Mark Abramovic
Vice President

Effective: Xxx3

CONTRACT TRANSPORTATION DEMAND SERVICE (KDS)
Rate Schedule KTS

AVAILABILITY

~~Throughout the service area of the Company.~~

OBJECTIVE

The objective of this ~~service classification~~ rate schedule is to enable the Company to attach incremental load to its system by providing the Company with the flexibility to negotiate individual service agreements with customers taking into account competitive and economic market conditions and system growth opportunities.

APPLICABILITY

Sales or Transportation service is available under this rate schedule to any non-residential, ~~commercial or industrial~~ customer bringing a minimum new incremental demand of 250,000 additional therms per year to the Company's system at one location.

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the customer. Absent a service agreement with Company under this rate schedule, Company has no obligation to provide, and the customer shall have no right to receive, service under this rate schedule, and customer may elect to receive service under other applicable rate schedules.

GAS SUPPLY OBLIGATION

The Company shall have no obligation to provide natural gas supplies to Transportation customers under this rate schedule.

MONTHLY RATE

1. ~~Transportation~~ The Distribution Charge shall be: ~~An~~ an amount negotiated between Company and customer, ~~but not less than \$0.01 per therm.~~ but the The rate shall not be set lower than the incremental cost the Company incurs to serve the customer. The ~~transportation~~ charge shall include any capital recovery mechanism. The ~~transportation~~ charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with natural gas. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve customer; the delivered price and availability of customer's alternate fuel or energy

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic Effective: ~~February 15, 2001~~ Xxx3
Vice President

CONTRACT TRANSPORTATION DEMAND SERVICE (KDS)

Rate Schedule KTS

(Continued)

MONTHLY RATE (Continued)

source; the nature of the customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with natural gas. With respect to existing customers, an additional leaf load of at least 250,000 therms must be added, and the negotiated KTSKDS rate will only apply to the additional load added to the Company's system.

2. The Commodity Charge, if taking supply from the Company, shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas.

INTERRUPTION AND CURTAILMENT

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan the Company shall have the right to reduce or to completely curtail deliveries to Customer pursuant to this rate schedule:

1. If in the Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
2. in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or
3. when necessary to maintain the operational reliability of Company's system.

CONFIDENTIALITY

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

SPECIAL CONDITIONS

1. ~~Service under this rate schedule shall be subject to Section 11 of Rules and Regulations for Transportation special Conditions, except to the extent modified in a service agreement.~~
2. ~~The rates set forth in this rate schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 24.~~

31. Service under this rate schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this rate schedule and / or in a service agreement.

Issued by: ~~Victor A. Fortkiewicz~~ A. Mark Abramovic . . . Effective: February 15, 2001 Xxx3
Vice President

CONTRACT TRANSPORTATION- DEMAND SERVICE (KDS)Rate Schedule KTS

(Continued)

SPECIAL CONDITIONS (Continued)

42. Term of Agreement: If the provision of service hereunder requires the installation of natural gas equipment at customer's facility, Company and customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

~~5. Service under this rate schedule shall not be subject to the Competitive Rate Adjustment Clause.~~

3. Automatic Meter Reading (AMR) equipment is required for customers served under this rate schedule, see the Rules and Regulations for Metering for terms and conditions related to AMR's.

64. When entering into a service agreement with a customer under this rate schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirements.

Vice President

OFF-SYSTEM SALES SERVICE (OSS)

Rate Schedule OSS

AVAILABILITY

Throughout the service areas of Company, and of any interstate or intrastate natural gas pipeline serving the Company (collectively, the "Pipelines")

APPLICABILITY

Interruptible Gas delivered by Company through the facilities of a Pipeline, using Company's transportation capacity rights on such Pipeline, to any person not connected to Company's distribution system.

CHARGES

Customer Charge:	None
Transaction Charge:	\$100.00 per transaction
<u>Energy-Commodity Charge:</u>	<u>As set forth below</u>

For all Scheduled Quantities (as such term is defined in Special Condition ~~5-4~~ below), the Energy-Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The Energy-Commodity Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include, but are not necessarily limited to: the cost of gas which is available to service Customer: the delivered price and availability of Customer's designated alternate fuel; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Energy-Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have not an obligation to do so.

The Energy-Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this rate schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery Adjustment Clause, Energy Conservation Cost Recovery Clause and Competitive Rate Adjustment Clause shall not apply to purchases of Gas made by Customer Pursuant to this rate schedule.

Issued by: A. Mark Abramovic~~Lyle G. Motley, Jr.~~
Vice President

Effective: ~~February 15, 2001~~Xxx3

OFF-SYSTEM SALES SERVICE (OSS)

Rate Schedule OSS

(Continued)

SPECIAL CONDITIONS:

1. Neither Customer nor Company shall have any obligation to other for any specific minimum quantity of Gas or pipeline capacity on any day or during any month, and deliveries pursuant to this rate schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.

~~2. Amounts payable to Company pursuant to this rate schedule shall be subject to the operation of the Company's Taxes and Other Adjustments set forth on Sheet No. 26.~~

~~32.~~ Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph ~~3~~ "net revenues" shall equal the difference between the ~~Energy Charge~~Commodity Charge and the cost of gas delivered to Customer inclusive of all taxes and adjustments. Fifty percent (50%) of all net revenues shall be retained by Company. The remaining fifty percent (50%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of gas recovered through the Purchased Gas Cost Recovery Adjustment Clause.

43. Interruption and Curtailment. Company may notify Customer at any time to reduce or cease using ~~Gas~~gas. Company will endeavor to give as much notice as possible to Customer.

~~Any gas taken in excess of the volume allocated to Customer in an interruption or curtailment order shall be considered to be Unauthorized Gas Use ~~overrun gas~~. Company may bill and Customer shall pay for such unauthorized ~~overrun gas~~use per the charges in the Rules and Regulations - Unauthorized Gas Use section, ~~in addition to other charges payable hereunder, at the greater of \$1.50 per therm or the rate per therm imposed on Company by the delivering Pipeline.~~~~

54. For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a nomination to Company specifying the quantity of Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Company for delivery shall be "Scheduled Quantities".

65. The point of delivery for all gas sold pursuant to this rate schedule shall be the delivery point of the delivering Pipeline specified by Customer.

76. Except as modified by the provisions set forth above, service under this rate schedule shall be subject to the Rules and Regulations set forth in this tariff.