

LAW OFFICES  
**Messer, Caparello & Self**  
A Professional Association

Post Office Box 1876  
Tallahassee, Florida 32302-1876  
Internet: www.lawfla.com

September 2, 2005

**BY HAND DELIVERY**

Ms. Blanca Bayó, Director  
Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

050583-60

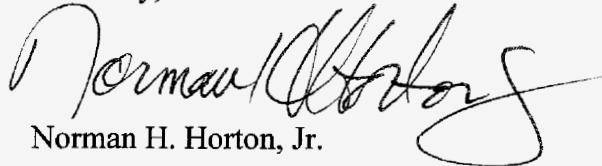
Dear Ms. Bayo:

Enclosed for filing on behalf of Florida Public Utilities Company are an original and 15 copies of Florida Public Utilities Company's Petition to Amend Provisions of Pool Manager Service Tariff.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,



Norman H. Horton, Jr.

*Original Tariff forwarded to EPP*

NHH:amb  
Enclosures

cc: Mr. Marc Schneidermann  
Parties of Record

DOCUMENT NUMBER-DA

08400 SEP-2

FPSC-COMMISSION CLE

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition to amend provisions of )  
Pool Manager Service Tariff )  
\_\_\_\_\_ )

Docket No.: *050583 - 60*  
Filed: September 2, 2005

**FLORIDA PUBLIC UTILITIES COMPANY'S PETITION TO AMEND  
PROVISIONS OF POOL MANAGER SERVICE TARIFF**

COMES NOW, Florida Public Utilities Company ("FPUC"), through its undersigned counsel pursuant to Section 366.06, Florida Statutes and Rule 25-7.033, Florida Administrative Code, and files this Petition to amend portions of its natural gas tariff. As basis, FPUC would show:

1. The exact name and address of the principal business office of the Petitioner is as follows:

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

2. Notices and communications with respect to this petition and docket should be addressed to:

Norman H. Horton, Jr.  
Messer, Caparello & Self, P. A.  
Suite 701, First Florida Bank Building  
Post Office Box 1876  
Tallahassee, FL 32302-1876

Mr. Marc Schneidermann  
Florida Public Utilities Company  
Post Office Box 3395  
West Palm Beach, FL 33402-3395

3. FPUC proposed to amend the following sheets of its natural gas tariff:

First Revised Sheet No. 33.1

Copies of this sheet are attached including one in legislative format.

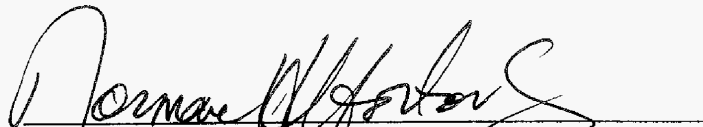
4. With this filing, FPUC is increasing the charge to be assessed the Pool Manager per MMBtu when delivery by the Pool Manager fails to meet the Daily Deliver Requirements. The current assessment is \$15.00 per MMBtu per day and the new charge would be \$50.00 per MMBtu per day.

5. The purpose of the assessment in the tariff is to insure that customers receive the gas they require. With continuing increases in natural gas prices, FPUC wants to avoid allowing the development of condition where it would be less expensive to pay the assessment than it would be to provide the commodity. That could create shortages which would affect all customers. The increase of the assessment to \$50.00 would insure that deliveries continue to be met.

6. Approval of this revision provides benefits to customers and consumers and FPUC requests that the Commission give that approval at the earliest opportunity.

Respectfully submitted this 2<sup>nd</sup> day of September, 2005.

MESSER, CAPARELLO & SELF, P.A.  
215 S. Monroe Street, Suite 701  
Post Office Box 1876  
Tallahassee, FL 32302-1876  
(850) 222-0720

  
NORMAN H. HORTON, JR., ESQ.

Attorneys for Florida Public Utilities Company

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

Force Majeure

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

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

Daily Delivery Requirement

Company will calculate the Pool Manager's Daily Delivery Requirement by summing the Daily Delivery Quantity, plus applicable Shrinkage, by Citygate for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. The Company will inform Pool Manager via e-mail of Pool Manager's Daily Delivery Requirement by Citygate.

The Company shall assess the Pool Manager a \$50.00 per MMBtu charge for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

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

(Continued to Sheet No. 33.2)

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

Effective:

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

Force Majeure

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

Daily Delivery Requirement

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

The Company shall assess the Pool Manager a \$~~15.00~~ 50.00 per MMBtu charge for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

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

(Continued to Sheet No. 33.2)