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September 15, 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

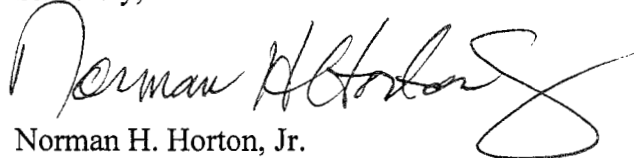
Dear Ms. Bayo:

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

Please indicate receipt of this document by stamping the enclosed extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance in this matter.

Sincerely,



Norman H. Horton, Jr.

NHH:amb

Enclosures

cc: Mr. Marc Schneidermann
Ms. Cheryl Bulecza-Banks

DOCUMENT NUMBER-DATE

08726 SEP 15 05

DOWNTOWN OFFICE, 215 South Monroe Street, Suite 701 • Tallahassee, FL 32301 • Phone (850) 222-0720 • Fax (850) 224-4359
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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No.: 050583-GU
Filed: September 15, 2005

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

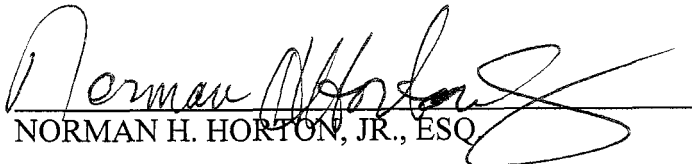
COMES NOW, Florida Public Utilities Company ("FPUC"), through its undersigned counsel and files this Revised Petition to Amend Provisions of Pool Manager Service Tariff and revised tariff sheets and would show:

1. On September 2, 2005, FPUC filed its Petition to Amend the Provisions of the Pool Manager Service Tariff together with the revised tariff sheets.
2. Upon review of the proposed revision, FPUC would amend the proposed tariff to provide that the assessment to the Pool Manager when deliveries fail to meet the Daily Delivery Requirement will be equal to the maximum of \$15.00 or 200% of the highest weekly Alert Day price as posted by Florida Gas Transmission Co. ("FGT"). This modification is consistent with the language and rate as utilized by FGT and will insure that customers will receive the gas they require and that assessments, if any, are consistent.
3. Attached are copies of the proposed tariff sheets including one in legislative format.

Wherefore, Florida Public Utilities Company requests the Commission to enter its order approving the revised tariff sheets.

Respectfully submitted this 15th day of September, 2005.

MESSER, CAPARELLO & SELF, P.A.
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(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. ~~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 for the upcoming month upon expiration of Company's enrollment deadline.~~

The Company shall assess the Pool Manager a \$15.00 per MMBtu charge equal to the maximum of \$15.00 or 200% of the highest weekly Alert Day Price as posted by Florida Gas Transmission Company for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement during said weekly period. 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)

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

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(Continued to Sheet No. 33.2)

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

Effective: