

February 1, 2013

BY HAND DELIVERY

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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COMMISSION
CLERK

130039-GU

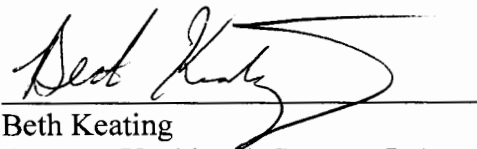
Re: Request for Approval of Tariff Sheet Nos. 22A and 22B Modifications by Florida City Gas

Dear Ms. Cole:

Enclosed for filing, please find an original and seven (7) copies of Florida City Gas Company's Request for Approval of Tariff Modifications. An original and (4) copies of the "clean version" and (1) copy of the "legislative" version of the tariff sheets are enclosed as well.

Thank you for your assistance with this filing. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 618
Tallahassee, FL 32301
(850) 521-1706

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00660 FEB-1 2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by Florida City Gas for approval of)
new Tariff Sheets 22A and 22B to add provisions) Docket No. 130039-GU
for "Limits of Company Responsibilities,")
"Limitation of Damages," and "Access to Premises.") Filed:
_____)

**REQUEST FOR APPROVAL OF TARIFF
MODIFICATIONS BY FLORIDA CITY GAS**

Florida City Gas ("FCG" or "Company"), by and through its undersigned attorneys, hereby requests that the Florida Public Service Commission ("Commission") approve Tariff Sheet Nos. 22A and 22B, as well as correlating changes to Sheet No. 1A "Table of Contents" to reflect these additions. The referenced tariff sheets are submitted with this filing in clean and legislative format. In support of this request, FCG states:

1. The name and address of the petitioner are:

Florida City Gas
933 East 25th Street
Hialeah, FL 33013-3498

2. The names and mailing addresses of the persons to whom notices, orders and correspondence regarding this petition are to be sent are:

Beth Keating
Gunster Law Firm
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

Brian Sulmonetti
Manager, Regulatory Affairs
Florida City Gas
10 Peachtree Place
Atlanta, GA 30309

3. In keeping with FCG's ongoing practice of reviewing and updating its tariff to stay abreast of industry best practices and to reflect Company experience, FCG has determined that changes to its tariff are necessary to provide greater clarity with regard to the Company's liability in situations outside the Company's control, as well as provisions more specifically governing Company access to Customer premises for the purpose of rendering service and maintenance.

4. The tariff additions and revisions proposed hereby are as follows:

- "Limits of Company Responsibilities"— the provision is added to clarify that the Company will not be responsible or liable for matters not within the Company's control, including incidents associated with the installation of additional apparatus by the Customer or Others and naturally occurring impurities in the natural gas delivered to the Customer. This provision is virtually identical to a similar provision approved for inclusion in Peoples Gas System's tariff in Docket No. 110308-GU.
- "Limitation of Damages"— this provision is added to specify that a Customer is not entitled to indirect, incidental, or special damages associated with any aspect of service under the Company's tariff. Likewise, this provision specifies that the Customer shall indemnify and defend the Company in any legal proceeding arising from loss, damage or injury resulting from acts or omissions by the Customer. This provision is virtually identical to an existing provision, Section IX, of Peoples Gas System's tariff, and is consistent with similar such language used in the electric utility industry.

- “Access to Premises”– this provision addresses Company access to Customer premises as necessary for rendering service and requires that the Customer provide an accessible location for the Company’s meter. This provision further provides that failure to provide access and an accessible location for the meter can result in disconnection. This provision is consistent with Commission Rule 25-7.060, Florida Administrative Code. The Company finds it necessary to add this provision to better address situations in which Company personnel are unable to safely access meters for purposes of reading the meter, as well as maintenance.

5. Generally, the “Limitations of Company Responsibilities” provision and the “Limitation of Damages” provision can be construed as “limitation of liability” provisions. As the Commission noted in its recent Order approving Peoples Gas System’s tariff revisions, “It has long been held that a regulated utility has the right to limit its liability, as the cost to defend against unlimited liability could result in significantly higher rates to all customers.”¹ In recognizing that these types of provisions are routinely used in the utilities industry, the Commission further noted that:

We exercise extensive oversight of a regulated utility’s operations and we have established rules and procedures to ensure that it operates safely and in the public interest. Customers have recourse through our complaint process to address a regulated activity or through civil action with respect to damages for gross negligence.

Order No. PSC-12-0172-TRF-GU, at p. 3.

¹ Order No. PSC-12-0172-TRF-GU, *citing Landrum v. Florida Power & Light Company*, 505 So. 2d 552, 554 (Fla. 1987).

6. With regard to the "Access to Premises" provision, this addition is to necessary address an issue that is prevalent in segments of FCG's system. In certain situations, access to customer premises is limited - or impossible - due to the location of the meter, property fencing, and threatening dogs. In such situations, access often cannot be gained without putting FCG personnel in harm's way. This provision is therefore included to ensure that customers are aware, upon initiation of service, that they must provide reasonable access in order to obtain (and retain) service from FCG.

7. The Company believes that each of the proposed additions to its tariff is reasonable and appropriate, as well as consistent with industry practice and Commission precedent.

WHEREFORE, Florida City Gas respectfully requests that the Commission enter an Order approving the additions and changes to Tariff Sheet Nos. 1A, 22A, and 22B with the changes becoming effective the date of the Commission's vote.

Respectfully submitted this 1st day of February, 2013, by:



Beth Keating
Gunster Law Firm
215 South Monroe Street
Suite 601
Tallahassee, FL 32301

Attorney for Florida City Gas

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20.	LIMITATION OF DAMAGES	22A
21.	ACCESS TO PREMISES	22B

Issued by: Jesse Killings
Vice President, Southern Operations

Effective:

DOCUMENT NUMBER-DATE

00660 FEB-1 2

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RULES AND REGULATIONS (Continued)

19. LIMITS OF COMPANY RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premise resulting from the Customer's installation of the gas pipe, fittings, appliances, storage tanks, compressors, and apparatus of any type or origin on the Customer's premises. The Company will not be responsible for the use, care or handling of gas delivered to the Customer after it passes from the Company's lines on the Customer's side of the point of delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the sources, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to the Customer or a vehicle.

Whenever the Company deems an emergency or system operating condition warrants interruption, curtailment or other limitation of the Gas Service being rendered, such interruption, curtailment or other limitation shall not constitute a breach of contract and shall not render the Company liable for damages suffered as a result of such interruption, curtailment or other limitation of Gas Service or excuse the Customer from continuing to fulfill its obligations to the Company.

In no event shall the Company be under any obligation to inspect the gas piping or appliances of a Customer. Where the Company has reason to believe the flues, gas piping or appliances do not comply with recognized requirements or code, the Company may refuse to supply gas to the Customer. However, the Company shall have no responsibility whatsoever for determining whether any local code or ordinance or any other government requirement is applicable.

No customer or other person shall, unless authorized by the Company, operate, change or tamper with any of the Company's facilities.

20. LIMITATION OF DAMAGES

The Customer shall not be entitled to recover from the Company any consequential, indirect, incidental or special damages, such as loss of use of any property, vehicle, or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, diminution in value of real property, or expenses to restore operation, or loss of goods or products.

The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to person or property, in any manner directly or indirectly connected with or growing out of the transmission and/or use of natural gas by the Customer at or on the Customer's side of the point of delivery or out of the customer's negligent acts or omissions.

RULES AND REGULATIONS (Continued)

21. ACCESS TO PREMISES

The Customer shall grant to the Company without cost to the Company, all rights, easements, permits and privileges which in the Company's opinion are necessary for the rendering of service. The Customer will furnish to the Company, without charge, an acceptable location for the Company's meter and shall give Company employees and representatives access to the Customer's premise so that the Company may operate, inspect and maintain its facilities. Failure to grant access could result in disconnection of service.

Issued by: Jesse Killings
Vice President, Southern Operations

Effective:

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| Issued by: Jesse Killings
Vice President, Southern Operations

Effective: March 1, 2012

DOCUMENT NUMBER-DATE
00660 FEB-1 2012
FPSC-COMMISSION CLERK

RULES AND REGULATIONS (Continued)

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