

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: December 3, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Suzanne M. Ollila, Economic Analyst, Division of Economics *AMO*
RE: Docket No. 140204-GU

Please place in the Docket file the attached email from Elisabeth Draper forwarding amended tariff pages for Florida Public Utilities Company, Florida Public Utilities Company - Fort Meade, and Florida Public Utilities Company - Indiantown Division.

RECEIVED-FPSC
14 DEC - 3 AM 10: 00
COMMISSION
CLERK

Sue Ollila

From: Elisabeth Draper
Sent: Wednesday, November 19, 2014 10:13 AM
To: Sue Ollila
Subject: FW: Docket NO. 140204 - Flexible Gas Service
Attachments: tariff revised for not sending contract to PSC.PDF

From: Keating, Beth [<mailto:BKeating@gunster.com>]
Sent: Wednesday, November 19, 2014 10:11 AM
To: Elisabeth Draper
Subject: Docket NO. 140204 - Flexible Gas Service

Elisabeth, attached are the revised tariff pages, which have been amended to remove the provision that would require the agreements to be filed. The Commission would still be able to review any agreements it would like to review.

If you have any questions at all, please don't hesitate to let me know.

Sincerely,
Beth



Beth Keating | Shareholder
Governmental Affairs
215 S. Monroe Street, Suite 601
Tallahassee, FL 32301
P 850-521-1706 C 850-591-9228 F 850-576-0902
gunster.com | [View my bio](#)

FLEXIBLE GAS SERVICE
(Continued from Sheet No. 32)

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested.

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 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.

Rate-Making Treatment:

To the extent that the Company enters into flexible gas service agreements with customers, the Company is at risk for the capital investment necessary to serve the flexible gas service tariff customers, not the general body of ratepayers.

(Continued to Sheet No. 32.2)

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FLEXIBLE GAS SERVICE
(Continued from Sheet 32)

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested.

Confidentiality:

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Issued by: Jeffrey Householder, President

Effective:

FLEXIBLE GAS SERVICE
(Continued from Sheet No. 28)

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested.

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 requirements of courts and agencies having jurisdiction hereof.

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Rate-Making Treatment:

To the extent that the Company enters into flexible gas service agreements with customers, the Company is at risk for the capital investment necessary to serve the flexible gas service tariff customers, not the general body of ratepayers.

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FLEXIBLE GAS SERVICE
(Continued from Sheet No. 28)

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Monthly Rate:

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The rate will be developed based on economic market conditions at the time gas service is requested.

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Confidentiality:

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

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Rate-Making Treatment:

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Issued by: Jeffrey Householder, President

Effective:

FLEXIBLE GAS SERVICE
(Continued from Sheet No. 57)

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested.

Confidentiality:

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

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Rate-Making Treatment:

To the extent that the Company enters into flexible gas service agreements with customers, the Company is at risk for the capital investment necessary to serve the flexible gas service tariff customers, not the general body of ratepayers.

(Continued to Sheet No. 57.2)

FLEXIBLE GAS SERVICE
(Continued from Sheet No. 57)

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested.

Confidentiality:

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

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Rate-Making Treatment:

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(Continued to Sheet No. 57.2)