



Writer's E-Mail Address: bkeating@gunster.com

December 4, 2014

HAND DELIVERY

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

RECEIVED-FPSC
 14 DEC -4 AM 10:14
 COMMISSION
 CLERK

Re: Docket No. 140204-GU - Joint petition for approval of flexible gas service tariff by Florida Public Utilities Company, Florida Public Utilities Company - Fort Meade, and Florida Public Utilities Company - Indiantown Division.

Dear Ms. Stauffer:

Enclosed for filing, please find the original and four copies of the following tariff pages in clean and legislative (tracked changes) versions, which have been corrected to address certain errors identified by Commission Staff:

FPUC:

| | |
|---------------------------------|------------------------------|
| Thirteenth Revised Sheet No. 23 | Seventh Revised Sheet No. 32 |
| Original Sheet No. 32.1 | Original Sheet No. 32.2 |

Fort Meade:

| | |
|----------------------------|----------------------------|
| First Revised Sheet No. 33 | First Revised Sheet no. 57 |
| Original Sheet No. 57.1 | Original Sheet No. 57.2 |

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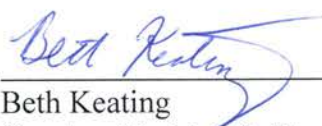
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| | |
|----------------------------|----------------------------|
| Third Revised Sheet No. 20 | Third Revised Sheet No. 28 |
| Original Sheet No. 28.1 | Original Sheet No. 28.2 |

Ms. Carlotta Stauffer, Clerk
December 4, 2014
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Thank you for your assistance with this filing. As always, please don't hesitate to contact me if you have any questions.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

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Enclosures

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~~Thirteenth~~, Revised Sheet No. 23
 Cancels ~~Twelfth~~, Revised Sheet No. 23

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| Billing Adjustments | | 35-35.8 |

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FLEXIBLE GAS SERVICE
Rate Schedule FGS

Objective:

The objective of this service classification 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 this new customer 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 under this rate schedule, including pressure, capital repayment, operating conditions and length of service are separately set forth in individual agreements between the Company and the Customers.

(Continued to Sheet 32.1)

Issued by: Jeffrey Householder, President

Effective:

~~Seventh, Revised Sheet No. 32~~
~~Cancels ~~Sixth, Revised Sheet No. 32~~~~

FLEXIBLE GAS SERVICE
Rate Schedule FGS

Objective:

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

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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.

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FLEXIBLE GAS SERVICE
(Continued from Sheet 32)

Monthly Rate:

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FLEXIBLE GAS SERVICE
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Rate Base:

In the case of providing service to a customer under this tariff, the Company will identify the incremental investment and capital costs required to provide service to the customer. These costs will be excluded from rate base.

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the flexible gas service tariff Customer. These expenses will primarily be related to the incremental capital required to serve the customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, meter reading, customer billing and accounting, sales, and administrative expenses.

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this tariff as determined by this methodology.

Depreciation and Amortization Expenses:

The Company will exclude all depreciation and amortization expenses related to this tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each customer under this tariff as defined above.

Revenue and Related Taxes:

Revenues related to this tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this tariff shall remain subject to FPSC audit.

Issued by: Jeffrey Householder, President

Effective:

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. 1

Original Sheet No. 32.2

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FLEXIBLE GAS SERVICE
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In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this tariff as determined by this methodology.

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The Company will exclude all depreciation and amortization expenses related to this tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each customer under this tariff as defined above.

Revenue and Related Taxes:

Revenues related to this tariff will be excluded from regulated revenues. In filing quarterly earnings surveillance reports, the Company will remove actual revenues related to this tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this tariff shall remain subject to FPSC audit.

Issued by: Jeffrey Householder, President

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| TS - 2 | Transportation Service - 2 | 22 |
| TS - 3 | Transportation Service - 3 | 23 |
| TS - 4 | Transportation Service - 4 | 25 |
| TPS | Third Party Supplier | 26.1 |
| TS - NGV | Transportation Service - NGV | 27 |
| FGS | Flexible Gas Service | 28 - 28.2 |
| Rider CTS | Contract Transportation Service Rider | 29 |
| BA | Billing Adjustments | 32 |

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| BA | Billing Adjustments | 32 |

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FLEXIBLE GAS SERVICE
Rate Schedule FGS

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Terms of service under this rate schedule, including pressure, capital repayment, operating conditions and length of service are separately set forth in individual agreements between the Company and the Customers.

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FLEXIBLE GAS SERVICE
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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.

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FLEXIBLE GAS SERVICE
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FLEXIBLE GAS SERVICE
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Rate Base:

In the case of providing service to a customer under this tariff, the Company will identify the incremental investment and capital costs required to provide service to the customer. These costs will be excluded from rate base.

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the flexible gas service tariff Customer. These expenses will primarily be related to the incremental capital required to serve the customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, meter reading, customer billing and accounting, sales, and administrative expenses.

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this tariff as determined by this methodology.

Depreciation and Amortization Expenses:

The Company will exclude all depreciation and amortization expenses related to this tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each customer under this tariff as defined above.

Revenue and Related Taxes:

Revenues related to this tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this tariff shall remain subject to FPSC audit.

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FLEXIBLE GAS SERVICE
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| | Energy Cost Recovery Adjustment Clause | 63 |
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FLEXIBLE GAS SERVICE
Rate Schedule FGS

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

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FLEXIBLE GAS SERVICE
Rate Schedule FGS

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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.

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. 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.

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. 57.2)

FLEXIBLE GAS SERVICE
(Continued from Sheet 57.1)

Rate Base:

In the case of providing service to a customer under this tariff, the Company will identify the incremental investment and capital costs, required to provide service to the customer. These costs will be excluded from rate base.

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the flexible gas service tariff Customer. These expenses will primarily be related to the incremental capital required to serve the customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, meter reading, customer billing and accounting, sales, and administrative expenses.

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this tariff as determined by this methodology.

Depreciation and Amortization Expenses:

The Company will exclude all depreciation and amortization expenses related to this tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each customer under this tariff as defined above.

Revenue and Related Taxes:

Revenues related to this tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this tariff shall remain subject to FPSC audit.

Issued by: Jeffrey Householder, President

Effective:

FLEXIBLE GAS SERVICE
(Continued from Sheet 57.1)

Rate Base:

In the case of providing service to a customer under this tariff, the Company will identify the incremental investment and capital costs required to provide service to the customer. These costs will be excluded from rate base.

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the flexible gas service tariff Customer. These expenses will primarily be related to the incremental capital required to serve the customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, meter reading, customer billing and accounting, sales, and administrative expenses.

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this tariff as determined by this methodology.

Depreciation and Amortization Expenses:

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Revenue and Related Taxes:

Revenues related to this tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this tariff shall remain subject to FPSC audit.

Issued by: Jeffrey Householder, President

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