

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

May 19, 2015

**HAND DELIVERY**

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

RECEIVED FPSC  
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COMMISSION  
CLERK

**Re: Docket No. 150139-GU: Joint petition of Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities-Indiantown Division and the Florida Division of Chesapeake Utilities Corporation for approval of revisions to commercial natural gas vehicle service programs.**

Dear Ms. Stauffer:

Enclosed for filing, please find the original and seven (7) copies of the Supplemental Petition of Florida Public Utilities Company, Florida Public Utilities Company-Indiantown Division, and Florida Division of Chesapeake Utilities Corporation for Approval of Revisions to Commercial Natural Gas Vehicle Service Programs. Included with this filing, are the following additional revised tariff pages in clean and legislative versions, reflecting changes to the Companies' service agreements consistent with the Companies' joint request filed on April 30, 2015:

Florida Public Utilities Company, Indiantown Division  
Second Revised Sheet No. 100

Florida Public Utilities Company  
Fifth Revised Sheet 37

Florida Public Utilities Company-Fort Meade  
First Revised Sheet No. 65  
Original Sheet No. 75.001

Florida Division of Chesapeake Utilities Corporation  
First Revised Sheet No. 107  
Original Sheet No. 108.001  
Original Sheet No. 108.002

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Ms. Carlotta Stauffer, Clerk  
May 19, 2015  
Page 2

As always, thank you for your assistance with this filing. Please do not hesitate to let me know if you have any questions whatsoever.

Sincerely,



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

MEK

Enclosures

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Petition of Florida Public Utilities	)	
Company, Florida Public Utilities Company-	)	<b>Docket No.: 150139-GU</b>
Fort Meade, Florida Public Utilities-	)	
Indiantown Division, and the Florida Division	)	<b>Filed: May 19, 2015</b>
of Chesapeake Utilities Corporation for	)	
Approval of Revisions to Commercial Natural	)	
Gas Vehicle Service Programs	)	

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**Supplemental Petition of Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities-Indiantown Division and the Florida Division of Chesapeake Utilities Corporation for Approval of Revisions to Commercial Natural Gas Vehicle Service Programs**

Florida Public Utilities Company, (herein "FPUC"), Florida Public Utilities Company-Fort Meade ("Fort Meade"), Florida Public Utilities-Indiantown Division ("Indiantown"), and the Florida Division of Chesapeake Utilities Corporation ("CHPK")(also referred to herein jointly as "Companies"), by and through their undersigned counsel, hereby file this Supplemental Petition, pursuant to Section 366.06, Florida Statutes, seeking approval from the Florida Public Service Commission ("FPSC" or "Commission") of additional tariff revisions consistent with the Companies' original request in this proceeding to make changes to the Companies' existing Commercial Natural Gas Vehicle ("NGV") and Natural Gas Vehicle Transportation ("NGVT") programs for each of the Companies. The additional minor tariff changes for which the Companies' seek approval are, as with the initial filing, consistent across the Companies. By this Supplemental Petition, the Companies seek approval of these additional minor changes to the tariffs to allow the Companies to offer an option to customers to elect a minimum "take" amount, in lieu of the possible assessment of a contribution in aid of construction should extension of service for a customer approach or exceed the Maximum Allowable Construction Cost ("MACC") set forth in the Companies' tariffs. The additional tariff changes reflected herein

Supplemental Petition of FPUC, Indiantown, and Chesapeake

update the Companies' customer service agreements to mirror the substantive tariff changes requested in this proceeding and make necessary adjustments to the form indices in the Companies' respective tariffs. In support of this supplemental request, the Companies hereby state that they rely upon and incorporate herein by reference in its entirety the Companies' Joint Petition submitted on April 30, 2015. The Companies further state that the Commission is vested with jurisdiction in this matter in accordance with Sections 366.04, 366.041, 366.05, and 366.06, Florida Statutes, pursuant to which the Commission is authorized to establish rates and charges for public utilities, including the relief requested herein. The Companies are unaware of any material facts in dispute in this regard.

**TARIFF SHEETS**

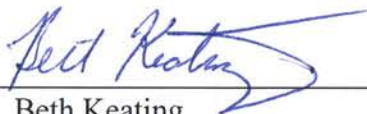
- 1) The Companies' submit as Attachment A to this Supplemental Petition the required revised tariff sheets (in legislative and clean formats) for the NGV Programs, reflecting the changes to the Companies' respective customer service agreement forms, for approval by the Commission.
- 2) As previously noted, the additional option for which the Companies seek approval will give the Companies another tool in the proverbial tool chest when discussing compressed natural gas as a competitive option to conventional motor fuels.
- 3) Moreover, this option will only be available in the event that incorporating a minimum service and payment commitment will result in the customer payments covering the cost to serve that customer. As such, existing customers will not be at risk of subsidizing service to the NGV customer.

Supplemental Petition of FPUC, Indiantown, and Chesapeake

4) The additional proposed revisions herein are in the public interest and will facilitate expansion of the Companies' service to new customers, which ultimately benefits the Companies' and their ratepayers.

WHEREFORE, Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities Company-Indiantown Division, and the Florida Division of Chesapeake Utilities Corporation respectfully request that the Commission approve these additional proposed revisions to the Companies' Commercial Natural Gas Vehicle and Natural Gas Vehicle Transportation tariff pages as set forth herein with an effective date of July 1, 2015.

RESPECTFULLY SUBMITTED this 19th day of May, 2015.



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

*Attorneys for Florida Public Utilities Company and  
the Florida Division of Chesapeake Utilities  
Corporation*

# ATTACHMENT A

Docket No. 150139-GU

## **Additional Tariff Pages/(Clean and Legislative Versions)**

Florida Public Utilities Company, Indiantown Division  
Second Revised Sheet No. 100

Florida Public Utilities Company  
Fifth Revised Sheet 37

Florida Public Utilities Company-Fort Meade  
First Revised Sheet No. 65  
Original Sheet No. 75.001

Florida Division of Chesapeake Utilities Corporation  
First Revised Sheet No. 107  
Original Sheet No. 108.001  
Original Sheet No. 108.002

Natural Gas Service Agreement



**Natural Gas Service Agreement**

The applicant named on this front page hereof identified as ["Customer"] agrees to buy gas from Florida Public Utilities ["Company"], and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:  Phone:   
 DEA:

Service Address:

Mailing Address:

Rate Class:  Connect Fee:  Monthly Charge:

Account Deposit:  Appliance Conversion Charge:

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms:

Gas Appliance(s) Schedule	Description

Account Manager:  Phone:

Field Coordinator:  Phone:

This agreement shall be binding upon Company until approved and accepted as its full and final representation in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of ( ) years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation is filed jointly by either party to the other at least 90 days prior to the anniversary date, their respective last dates. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

**APPROVED AND ACCEPTED:**

By:   
Florida Public Utilities Agent / Signature

By:   
Customer's Signature

Account Manager

Customer

Date

a Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule. (Applicable only to Customers Natural Gas Vehicle Service Rates.)





Natural Gas Service Agreement



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company") and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Rate Class: \_\_\_\_\_ Connect Fee: \_\_\_\_\_ Monthly Charge: \_\_\_\_\_  
Account Deposit: \$0.00 \_\_\_\_\_ Appliance Conversion Charge: N/A \_\_\_\_\_

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: \_\_\_\_\_

Gas Appliance(s) Schedule	Estimated Annual Consumption

Account Manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
Field Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

This agreement shall not be binding upon Company until approved and accepted on behalf by one of its representatives in the face hereof at the time and thereafter shall bind and benefit the parties hereto for the term of \_\_\_\_\_ years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: \_\_\_\_\_  
Florida Public Utilities Agent's Signature  
\_\_\_\_\_  
Account Manager  
By: \_\_\_\_\_  
Customer's Signature  
\_\_\_\_\_  
Customer  
\_\_\_\_\_  
Date

*a Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule (Applicable only to Customers Natural Gas Vehicle Service Rates)*

Natural Gas Service Agreement



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:  Phone:   
 DBA:   
 Service Address:   
 Mailing Address:   
 Rate Class:  Connect Fee:  Monthly Charge:   
 Account Deposit:  Appliance Conversion Charge:

Company consents to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption:

Estimated Annual Usage in Therms:

Gas Appliance(s) Schedule	Description

Account Manager:  Phone:   
 Field Coordinator:  Phone:

This agreement shall not be binding upon Company until approved and accepted in full by one of the representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of \_\_\_\_\_ years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation be filed with either party to the other at least 90 days prior to the actual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By:   
 Florida Public Utilities Agent's Signature  
  
 Account Manager

By:   
 Customer's Signature  
  
 Customer  
  
 Date

*Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule. (Applicable only to Customers' Natural Gas Vehicle Service Rates)*



Natural Gas Service Agreement



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ["Customer"] agrees to buy gas from Florida Public Utilities ["Company"] and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_  
DRA: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Rate Class: \_\_\_\_\_ Connect Fee: \_\_\_\_\_ Monthly Charge: \_\_\_\_\_  
Account Deposit: \$0.00 \_\_\_\_\_ Appliance Conversion Charge: N/A \_\_\_\_\_

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption:

Estimated Annual Usage in Therms: \_\_\_\_\_

Appliance Description	Description

Account Manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
Field Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the case provided herein, and thereafter shall bind and benefit the parties hereto for the term of \_\_\_\_\_ years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing executed by the Company and Customer.

APPROVED AND ACCEPTED:

By: \_\_\_\_\_  
Florida Public Utilities Agent's Signature  
Account Manager  
By: \_\_\_\_\_  
Customer's Signature  
Customer  
Date

- Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule (Applicable only to Customers Natural Gas Vehicle Service Rates)

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*INDEX OF STANDARD FORMS*

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Property Owner's Consent Form	POCF	66
Deposit Receipt	DR	67
Natural Gas Transportation Service Agreement	NGSA	68 - 75.001
DDQ Change Request Form	DDQ	76
Pool Manager Change Request Form	PM	77
Pool Manager Termination of Service	PMT	78
Pool Manager Agreement	PMA	79
Request to Return to Regulated Sales	RSS	80
Natural Gas Service Agreement	NGSA	81 - 82
Extension of Facilities Agreement	EFA	83
Improvement of Relocation of Existing	IREFA	84
Off Systems Sales Letter Agreement	OSSS	85 - 88
Reserved for Future Use		89
Reserved for Future Use		90

*INDEX OF STANDARD FORMS*

Property Owner's Consent Form	POCF	66
Deposit Receipt	DR	67
Natural Gas Transportation Service Agreement	NGSA	68- <del>75.001-75</del>
DDQ Change Request Form	DDQ	76
Pool Manager Change Request Form	PM	77
Pool Manager Termination of Service	PMT	78
Pool Manager Agreement	PMA	79
Request to Return to Regulated Sales	RSS	80
Natural Gas Service Agreement	NGSA	81 - 82
Extension of Facilities Agreement	EFA	83
Improvement of Relocation of Existing	IREFA	84
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Reserved for Future Use		90

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Natural Gas Service Agreement



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 Service Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Rate Class: \_\_\_\_\_ Connect Fee: \_\_\_\_\_ Monthly Charge: \_\_\_\_\_  
 Account Deposit: \$0.00 Appliance Conversion Charge: N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: \_\_\_\_\_

Gas Appliance(s) Schedule	Description

Account Manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Field Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

This agreement shall not be binding upon Company until approved and accepted as to both by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of ( ) years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 30 days prior to the annual renewal date, the expiration and unless. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: \_\_\_\_\_  
 Florida Public Utilities Agent's Signature  
 \_\_\_\_\_  
 Account Manager  
 By: \_\_\_\_\_  
 Customer's Signature  
 \_\_\_\_\_  
 Customer  
 \_\_\_\_\_  
 Date

\* Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule (Applicable only to Customer's Natural Gas Vehicle Service Rates)





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*INDEX OF STANDARD FORMS*

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**FORMS**

**SHEET NO.**

Business Application for Transportation Service	108
Natural Gas Service Agreement	108.001 – 108.002
Bill	109
Notice of Termination	110
Meter / Service Order	111
Direct Debit Form	113
Cash Receipt	114
Consumer's Meter Reading Card	115
Hazardous Meter Tag	116
CI Shipper Designee Form	117
Letter of Authorization	118
Non-Residential Consumer Selection of TTS Shipper	119
CFTS Affidavit	120
TTS Shipper Agreement	122
CI Shipper Agreement	137
Off-System Delivery Point Operator Agreement	139
CI Shipper – Consumer Termination Form	149

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*INDEX OF STANDARD FORMS*

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**SHEET NO.**

<u>Business Application for Transportation Service</u>	108
<u>Natural Gas Service Agreement</u>	108.001 – 108.002
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CI Shipper – Consumer Termination Form	149

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Natural Gas Service Agreement



Central Florida Gas

**Natural Gas Service Agreement**

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:  Phone:   
 DBA:

Service Address:

Mailing Address:

Rate Class:  Connect Fee:  Monthly Charge:

Account Deposit:  \$0.00 Appliance Conversion Charge:  N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms:

Gas Appliance(s) Schedule	Description

Account Manager:  Phone:   
 Field Coordinator:  Phone:

This agreement shall be binding upon Company until approved and accepted on its behalf by one of its representatives in the manner provided herein, and thereafter shall bind and benefit the parties hereto for the term of ( ) years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other within 90 days prior to the annual renewal date. Such cancellation shall be subject to the terms and conditions of the applicable tariff rate schedule as in effect from time to time by the Company and Customer.

**APPROVED AND ACCEPTED:**

By:   
 Florida Public Utilities Representative Signature

By:   
 Customer's Signature

Account Number:

Date:

Customer needs a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule. (Applicable only to Customers Natural Gas Vehicle Service Plan.)

Natural Gas Service Agreement



Central Florida Gas

**Natural Gas Service Agreement**

The customer named on this form hereby identifies as "Customer" and agrees to be a gas from Florida Public Utilities ("Florida Public Utilities") and to pay for natural gas for Customer under the rate classification published on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Corporation's tariff approved by the Florida Public Service Commission.

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_  
DEA: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Rate Class: \_\_\_\_\_ Contract Exp: \_\_\_\_\_ Monthly Charge: \_\_\_\_\_

Appl. Deposit: [EPA] \_\_\_\_\_ Application Conversion Charge: [EPA] \_\_\_\_\_

Company consents to provide gas service to the Customer in satisfaction of the following conditions, if being provided for gas service with the estimated annual usage shown:

Estimated Annual Usage in Therms: \_\_\_\_\_


Account Manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
Field Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

The agreement of both the Customer and the Company is subject to the terms and conditions of the applicable rate schedule published by the Florida Public Service Commission. The agreement of both the Customer and the Company is also subject to the terms and conditions of the applicable rate schedule published by the Florida Public Service Commission. The agreement of both the Customer and the Company is also subject to the terms and conditions of the applicable rate schedule published by the Florida Public Service Commission.

**APPROVED AND ACCEPTED**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Florida Public Utilities Account Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer's Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer

Customer hereby certifies that the information provided on this form is true and correct to the best of their knowledge and belief. If the information provided is false or misleading, the Customer agrees to pay the applicable penalties and fees as set forth in the applicable rate schedule published by the Florida Public Service Commission.

*Natural Gas Service Agreement (Continued)*



Central Florida Gas

**Natural Gas Service Terms and Conditions**

The applicant named on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

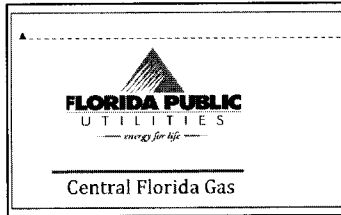
No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each, and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

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*Natural Gas Service Agreement (Continued)*



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**Natural Gas Service Terms and Conditions**

The applicant named on the front page hereof identified as a "Customer" agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the front page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and warrant agree to permit the Company to install its facilities on the property listed on the front page hereof and, in various locations, will install and maintain in good repair or repairs to gas fire and equipment and by periodic readjustment. Customer and warrant further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if either then owner of property on which installation is to be made, shall provide Company with either written documentation of property owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. 1002).

Customer agrees to pay Company for all services rendered hereunder at the designated rate as shown or may subsequently be available or suspended, if Customer fails or refuses to pay gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in maintaining the facilities to have been used to provide service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in complete or partial payment of these debts.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to or inconsistent with the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service herein covered, which are now or may hereafter be filed with, issued and approved by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each, and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or omission in connection with the installation, operation, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, servants or invitees.