

September 14, 2020

**E-PORTAL FILING**

Mr. Adam Teitzman, Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: New Filing** – In re: Joint Petition of Florida Public Utilities Company, Florida Public Utilities Company- Indiantown Division, Florida Public Utilities Company-Fort Meade, and the Florida Division of Chesapeake Utilities Corporation for Approval of the Consolidation of Company's Florida Business Unit Tariffs and the Consolidation and Modification to Company's Retail Choice Transportation Service Programs and to Change the MACC for Florida Public Utilities Company.

Dear Mr. Teitzman:

Attached for filing, please find the Joint Petition by Florida Public Utilities Company, Florida Public Utilities Company-Fort Meade, Florida Public Utilities – Indiantown Division, and Florida Division of Chesapeake Utilities Corporation for Approval of Consolidation of Tariffs and Retail Choice Transportation Service Programs and to Change the MACC for FPUC. Included with this filing are the noted Companies' proposed consolidated FPSC Tariff Original Volume 1, which is included as Exhibit A to the Joint Petition.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Kind regards,



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

MEK

cc://(Certificate of Service)

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Petition of Florida Public Utilities )  
Company, Florida Public Utilities Company- )  
Indiantown Division, Florida Public Utilities ) Docket No.  
Company-Fort Meade, and the Florida )  
Division of Chesapeake Utilities Corporation )  
for Approval of the Consolidation of )  
Company's Florida Business Unit Tariffs and )  
the Consolidation and Modification to ) Filed: September 14, 2020  
Company's Retail Choice Transportation )  
Service Programs and to Change the MACC )  
for Florida Public Utilities Company. )

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**JOINT PETITION FOR APPROVAL OF CONSOLIDATION OF TARIFFS, FOR  
MODIFICATIONS TO RETAIL CHOICE TRANSPORTATION SERVICE PROGRAMS, AND  
TO CHANGE THE MACC FOR FLORIDA PUBLIC UTILITIES COMPANY**

Pursuant to Rules 25-7.033, 25-7.054, 25-9.004, 25-9.005, and Rule 28-106.201, Florida Administrative Code, and consistent with Rules 25-9.027, 25-9.031, 25-9.033, Florida Administrative Code, and Section 366.06, Florida Statute, Florida Public Utilities Company, Florida Public Utilities Company —Indiantown Division, and Florida Public Utilities Company-Fort Meade (jointly, “FPUC”), as well as the Florida Division of Chesapeake Utilities Corporation (“CFG”) (herein, all FPUC divisions and CFG, jointly, “Companies” or “CUC Florida platform”), by and through undersigned counsel, hereby jointly file this petition requesting approval to allow the Companies to consolidate the Companies’ four different Florida Public Service Commission (“FPSC” or “Commission”) approved tariffs to the extent possible, without modification to any business unit’s rates, to modify the maximum allowable construction cost rate for FPUC to be consistent with that of the other business units, and to make consistent and implement modifications to the terms and conditions under which the Companies will provide transportation services to the Companies’ Florida business unit customers. In further

support of this request, the Companies hereby state:

1) The Companies are natural gas local distribution companies subject to the Commission's jurisdiction under Chapter 366, Florida Statutes. Their principal business address is:

Florida Public Utilities Company  
208 Wildlight Avenue,  
Yulee, Florida 32097

2) The name and mailing address of the persons authorized to receive notices are:

Beth Keating, Esq.  
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208 Wildlight Avenue,  
Yulee, Florida 32097  
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3) The Companies are unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Companies' request set forth herein does not involve reversal or modification of a Commission decision or proposed agency action, but instead involves modifications to previously approved company tariffs. This is a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

#### **BACKGROUND**

4) Chesapeake Utilities Corporation ("CUC") began as the Dover Gas Light Company, which was formed in 1859. CUC was later incorporated in the State of Delaware as "Chesapeake Utilities Corporation" in 1947. With the acquisition of Florida Public Utilities Company in 2009, CUC expanded its energy presence throughout the state of Florida. CFG, a division of CUC, is a natural gas utility providing gas transportation service to customers in Florida. FPUC, a corporate subsidiary of CUC, is an investor-owned natural gas utility providing retail natural gas service to customers in Florida and, pursuant to the provisions of Chapter 366 of the Florida Statutes, it is subject to economic regulation by the Commission. On August 6, 2010, FPUC acquired Indiantown Gas Company and with it,

approximately 700 additional customers. Thereafter, in 2013, FPUC acquired the Fort Meade system.

5) Although the Companies have, for some time, continued to provide natural gas sales and transportation service, as applicable, under each of the four acquired tariffs, the Companies' goal is to ultimately arrive at a consolidated tariff, including consolidated rates, which the Companies anticipate will be requested in a future filing with the Commission. The Companies have, nevertheless, taken steps over the past few years to address inconsistencies between the Companies' tariffs, consolidate programs, and allocate costs, where appropriate, across the Florida Public Utilities Company/Chesapeake Utilities Corporation natural gas platform in Florida.<sup>1</sup>

6) Both Indiantown and CFG's distribution systems are fully unbundled. All Indiantown and CFG customers, including residential and small commercial customers, receive transportation service consistent with its unbundling proposal, Indiantown and CFG only transport the gas from the city-gate (delivery point at which gas is transferred from the upstream pipeline company to the LDC's distribution system) to the customer's meter. The customer is responsible for purchasing the gas from Shippers (Third Party Marketers) and making delivery to Company at the city-gate.

### **TARIFF CONSOLIDATION**

7) This filing represents the next step in an ongoing effort, by the Company, to reduce and eliminate business inconsistencies across the Companies' Florida platform. While modifying the format of each individual Company's rate schedule forms, the Companies have not made, and do not propose to make, changes to customer rates, as reflected in the individual companies' rate schedules included in this filing.

8) Operating under four tariffs presents a variety of administrative and operational

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<sup>1</sup> See, for instance, Order No. PSC-14-0655-FOF-GU, allowing consolidation of the Companies' conservation program costs; Order No. PSC-15-0321-PAA-GU, approving modified PGA and transportation cost allocation methodology; and Order No. PSC-16-0422-TRF-GU, which approved modifications of that allocation methodology. See also, related Orders Nos. PSC-2019-0153-TRF-GU and PSC-2020-0013-TRF-GU.

challenges to the Companies. These challenges include administrative inefficiencies, the inability to streamline necessary business functions and IT systems, and the utilization of duplicative business forms with varying levels of consistency and that are absent a common format. For example, a customer facility owned by a corporate entity located in the FPUC- Ft. Meade service area may encounter a much different transportation service sign-up process than that of a facility owned by the same corporate entity located in the CFG service area. Likewise, several common terms under each tariff reflect slightly different definitions, which could lead to confusion.

9) When consolidating the non-transportation related tariff provisions, the Companies have modified the four existing individual tariffs and combined them into one new Original Volume 1 Tariff that will provide the rules and regulations under which all of the Companies will operate. The language adopted most effectively conforms with Commission rules while reflecting industry norms. The proposed consolidated tariff will enable the Companies to implement more efficient processes across the Florida platform and provides language modifications for clarification where necessary.

10) Below is the summary for each section of the proposed consolidated (non-transportation service related) sections of the proposed tariff:

Title Page:

The Title Sheet No. 1.000 has been modified to incorporate each of the individual CUC business units as well as an update to the address of the Florida business units' corporate headquarters located in Yulee, Florida.

Miscellaneous provisions:

The Miscellaneous Provisions Sheet No. 3.000 has been updated to include a

description of the four Companies business units, an updated list of the Companies' Florida operations centers, and an updated corporate headquarters address where communications concerning the Companies' tariff can be sent as well as language addressing the overall applicability of the Companies' tariff provisions.

System Maps and Communities Served:

The Companies' System Maps have been updated and replicated into a common format. The maps are discreet to each of the service areas of the Companies i.e., FPUC - Indiantown, FPUC - Ft. Meade, FPUC, and CFG. Each map identifies the four individual Companies service areas as well as the counties and communities served in each area. The Communities Served lists have been updated to include counties and communities served within each of the Companies' four business units service areas. These lists have been updated to include additional franchised and non-franchised areas resulting from Companies pipeline expansions.

Technical Terms and Abbreviations:

The Technical Terms and Abbreviations have been modified to include those terms and abbreviations that continue to apply under the proposed tariff. The terms and abbreviations adopted represent the "best fit" and most accurate description of those terms as they are utilized in the proposed tariff. These terms and abbreviations were adopted from either one of the four existing Companies' tariffs. Additional terms and abbreviations have been included in the proposed tariff as required. Further, those terms and abbreviations that are no longer used

in the proposed tariff have been deleted.

11) Changes to the Rules and Regulations section of the tariffs, as a result of consolidation, include the following:

Non-Transport Related Rules and Regulations:

- i. Classification of Customers, Pool Managers, and Services lists all applicable customer classifications, Pool Manager classifications, and Services offered by the Companies. The language associated with this section was adopted from each of the four existing tariffs.
- ii. The Service Requests section was adopted from the CFG tariff with language modifications for clarification purposes.
- iii. The Deposits and Security section of the Rules and Regulations was adopted from the existing FPUC tariff. The provisions in this section conform to the requirements of the Florida Administrative Code (“FAC”) including recent changes therein.
- iv. The Customer’s Installation language was adopted from the existing Indiantown tariff with minor modifications.
- v. The Service Connections language was adopted from the existing FPUC and Ft. Meade tariff language with minor changes.
- vi. In the Facility Extensions section, the Companies propose to adopt the current Ft. Meade, Indiantown, and CFG Maximum Annual Construction Cost (“MACC”) period i.e., six (6) years. Currently, only the FPUC MACC period is four (4) years. In this filing, the Companies propose to use the six (6) year MACC period for *all* the Florida business units. The

MACC calculation is used to determine a customer's payment obligation for service and/or a main extension(s). The longer term will set the FPUC customers on a "level playing field" relative to the Companies' other business units. It will also provide a greater opportunity for customers to receive natural gas service in the FPUC service area and adequately protect the remaining body of ratepayers from uneconomic system expansion.

vii. In addition to the MACC changes described above, the Companies propose to adopt FPUC and Ft. Meade's Area Expansion Program's ("AEP") *fixed rate* calculation methodology. Currently, the CFG and Indiantown AEP calculations produce a variable (per therm) rate for each customer subject to the AEP surcharge. By providing a fixed charge to collect AEP expenses, the Companies gain greater certainty for the collection of AEP expenses because the fixed rate charged by the Companies is not dependent on a Customer's throughput. In this filing, the Companies propose to make this calculation consistent across all the Companies' business units. The changes to this section will not impact customers because the AEP surcharge is calculated for each discreet expansion area and therefore, no cross-subsidization is currently or will in the future occur between CUC business units.

viii. In the Metering section of the consolidated tariff, the Companies have adopted language from the existing CFG tariff that conforms with the FAC.

ix. In the Measurement section, the Company has made minor changes to the gas quality specifications that will allow a broader range of gas supplies to



be delivered into the Companies' distributions systems. In addition, the Company is proposing a waiver provision that will allow the Company to waive its gas quality specifications on a not-unduly discriminatory basis. This is an additional, slight change beyond that recently approved by the Commission in Docket No. 20200046-GU to adjust the lower end of the BTU Heat Value range from 967 to 960, and to increase the allowable amount of oxygen content from .1% to .2%. These changes will further facilitate receipt of alternative sources of natural gas into the Companies' systems and are comparable to the standards set by interstate pipelines transporting gas to Florida.

- x. The Companies have adopted the CFG existing tariff language with minor changes in the Assignment of Rate Schedules section of the Rules and Regulations.
- xi. The Billing and Collecting language proposed are consistent with the requirements of the FAC and was adopted from various language contained in the Companies' four existing tariffs.
- xii. The "Obligations of Company and Customer" language in the proposed consolidated tariff has been adopted from the current FPUC tariff.
- xiii. The Force Majeure language in the proposed consolidated tariff includes an additional provision covering pandemics that cause governmental shutdowns. Much of the remaining Force Majeure language was adopted from the existing CFG tariff.
- xiv. The proposed language in the Discontinuance of Service section of the

consolidated tariff is an adopted combination of the existing FPUC, Ft. Meade, and CFG tariff language.

xv. The proposed language in the Limitations of Supply section was adopted from the existing CFG tariff.

xvi. The Miscellaneous Service Charges are presented in the consolidated tariff by Companies. These charges have not been modified by the Companies in this filing. However, the Companies have adopted the FPUC language for late payment fees as they currently apply to Indiantown, Ft. Meade and FPUC customers. Currently, CFG customers do not pay late payment charges. In addition, the Companies have adopted the FPUC language for returned check charges for all Companies' service areas. Prior to the proposed consolidation, these provisions were generally the same in each of the Companies' existing tariffs however, the language used to describe each varied. The adoption of the FPUC language for this section resolves the varied language issues while retaining the intent of this section.

xvii. The existing FPUC language was adopted for the Measuring Customer Service section of the proposed tariff. The adopted language is consistent with that provided in the FAC. Prior to the inclusion of this language in the proposed consolidated tariff, this language is currently absent in the existing Indiantown and CFG tariffs.

12) While the Companies are proposing no changes to any of the Companies' rates, the Companies are proposing changes to make the rate schedules themselves more consistent.

Rate Schedules:

In the consolidated tariff, the Companies have included each Companies' various

rate schedules into one common section of the proposed tariff. The individual rate schedule sheets have been reconfigured to provide a consistent format throughout the Companies business units. The Companies also proposed to adopt the same nomenclature for describing the individual monthly rates i.e., “Transportation Charge”, “Telemetry Maintenance Charge”, etc. While modifying the rate schedule forms for consistency, the Companies have not made and do not propose to make changes to Customer rates identified in the Companies’ individual rate schedules in this filing.

Billing Adjustments:

Like the Rate Schedule section, the Companies have merged the applicable Billing Adjustments into one common Billing Adjustment section. Each individual billing adjustment that could be merged into one common adjustment descriptor was merged. In this filing, the Companies are not proposing to consolidate the *billing adjustment(s) calculations* across the Companies, rather, each billing adjustment calculation methodology will remain as it is today and dependent on each business units’ associated applicable expenses and applicable customer determinants.

Other Rate Schedule and Billing Adjustment Modifications:

Currently the Indiantown tariff does not include provisions for a GRIP Rider<sup>2</sup> and Off System Sales Service-1 (“OSSS-1”) rate schedule. Further, the Ft. Meade and FPUC companies do not have a CTS Rider, nor does CFG have an OSSS-1 rate

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<sup>2</sup> The Company does not propose to implement and bill any expenses related to the GRIP Rider to the Indiantown customers in this filing. On the proposed GRIP Rider tariff sheet, the rates identified for the Indiantown rate schedules is listed as “not applicable”.

schedule. In this filing, for consistency purposes, the Companies propose that Indiantown adopts the GRIP Rider and OSSS-1 rate schedule, the Ft. Meade and FPUC companies adopt the CTS Rider, and the CFG Companies adopt the OSSS-1 rate schedule. The adoption of these riders and rate schedules will provide further flexibility for the Companies to offer the qualifying Ft. Meade and FPUC Customers with an alternative rate schedule to meet competitive situations. Further, since the Companies' consolidation of its Florida Gas Transmission Company ("FGT") service agreement the service areas to which the Companies can provide off system sales service has expanded. The Companies' OSSS-1 revenue is shared with the Companies' Purchased Gas Adjustment ("PGA") clause. An expansion of the provision for this service may benefit the Companies' sales service customers. Last, the "Experimental" descriptor for various rate schedules provided by CFG, has been changed to now be described as "Fixed". The experimental nature of these various rate schedules has long since passed and the proposed fixed descriptor best defines these rate schedules at this time.

- 13) Consistent with these tariff changes, the Companies are also making changes with regard to their various standard forms and the manner in which they reflect their existing contracts for service.

Non-Transport Related Standard Forms:

- i. Updated Company logos have been added to the Gas Service Agreement, the Improvement or Relocation of Facilities Agreement, and the Extension of Facilities Agreement.
- ii. The Companies have deleted the cash receipt from the Standard Forms

section because this is now a computer-generated form that is infrequently used. All other standard forms related to business activities other than transportation services have remained the same.

List of Special Contracts and Agreements:

The Companies have updated the list of Special Contracts and Agreements to include those special contracts that have explicitly been approved by the FPSC. The list has been further modified to remove those special contracts that have been terminated.

Summary:

These proposed consolidations, modifications, and clarifications proposed by the Companies will provide more clarity for the Companies' customers. In addition, these consolidations, modifications, and clarifications will provide more streamlined business processes and less of an administrative burden to the Companies. The Companies propose that these non-transportation related consolidation and modifications become effective thirty (30) days after the Commission vote if no protests or hearing requests are filed thereafter.

**TRANSPORTATION SERVICES CONSOLIDATION AND RELATED  
MODIFICATIONS**

- 14) As part of the Companies' consolidation efforts, the Companies seek to consolidate each entity's transportation service programs and align the program criteria across the Florida platform for purposes of consistency and to the extent possible given that FPUC and FPUC-Fort Meade still also provide natural gas sales service.
- 15) By way of background, the various business units provide transportation services as

follows:

FPUC:

As of April 2020, FPUC has a total of approximately 6,441 non-residential customers eligible to be included in FPUC's transportation aggregation program that includes 2,478 customers transporting in the FPUC aggregation pools. Currently, FPUC manages twelve aggregation pools including those serving FPUC-Ft. Meade customers.

Ft Meade:

As of April 2020, Ft. Meade has a total of approximately 33 non-residential customers eligible to be included in Ft. Meade's transportation aggregation program that includes 9 customers transporting in the FPUC aggregation pools.

Indiantown:

As of April 2020, Indiantown has a total of approximately 693 residential and non-residential customers all of which are included in Indiantown's transportation aggregation program in one aggregation pool.

CFG:

As of April 2020, CFG has a total of approximately 19,338 residential and non-residential customers all of which are included in CFG's individual and transportation aggregation programs. CFG manages thirteen aggregation pools.

In total, as of April 2020, across the Companies' Florida business units, there are approximately 26,505 customers eligible for transportation service, that includes approximately 22,518 customers transporting under the Companies' 26 various transportation service Customer Pools, pursuant to the Companies' four (4)

individual transportation tariffs and three (3) varying transportation service programs.

16) If approved, the Companies expect the implementation of the changes pertaining to transportation service requested will require approximately twelve to eighteen months following final approval in order to fully implement. This will provide the Companies with sufficient time to notify their customers and to work with customers, as well as Pool Managers, to evaluate and refine business processes and to implement necessary IT system changes.

17) It is important to note that the Companies began discussing with Pool Managers their plans to update and consolidate the transportation programs in 2018. During a meeting held in June 2019, the Companies discussed the proposed changes with the affected Pool Managers. Since that time, the Companies have engaged in ongoing discussions with individual Pool Managers. Once the Companies have received approval from the FPSC to implement the proposed changes, they intend to meet with Pool Managers to discuss the Companies' transportation service modification implementation plan in greater detail.

18) By making consistent transportation service rules and processes for each of the Company's four service areas, the Companies will be able to provide a more uniform service level and Customers and Pool Managers will operate under the same tariff provisions across the Company's distributions systems. By way of example, the distinct differences among the Companies' various transportation service processes result in cumbersome and inefficient administrative processes, which are described, along with the Companies' proposed modifications, below.

19) To be clear, transportation service in the FPUC-Indiantown and CFG service areas will remain compulsory for all customers, and likewise, will still be optional for all non-residential

customers in the Ft. Meade and FPUC service areas where the Companies will maintain their regulated sales service. Residential customers served through the FPUC-Ft. Meade and FPUC distribution systems will continue to receive sales service through the Purchased Gas Cost Recovery Clause and will not be eligible to receive transportation service.

20) Specifically, the Companies are proposing the Commission approve the following necessary tariff provisions:

- i. Implementation of consistent operational tools tariff provisions across all CUC Florida platform.
- ii. Implementation of analogous Pool Manager credit and performance requirements across all CUC Florida companies.
- iii. Implementation of a consistent DDR (calculation) and allocation process across the CUC Florida platform.
- iv. Modification of the Company's interstate pipeline capacity release calculation from a peak day to average day basis.
- v. Clarification of the Companies' weighted average cost of capacity calculation i.e., Company's capacity release rate for those customers required to acquire the Companies' interstate pipeline capacity.
- vi. Clarification that Pools that are commonly managed by the same Pool Manager may net their imbalances at the end of each month. (Other than those imbalance levels that are greater than or equal to twenty percent (20%).)



- vii. Change the FPUC and Ft. Meade cash out processes allowing for the comparison of scheduled receipts by the Pool Manager as opposed to the Pool Managers' assigned Daily Demand Quantity ("DDQ").
- viii. Modification to the Indiantown cash out process to become consistent with those proposed for CFG, FPUC, and Ft. Meade.
- ix. Implement a single (automated) nomination process across all CUC Florida companies.
- x. The inclusion of the Infinite Energy Indiantown aggregated Customer Pool with Infinite Energy's CFG TTS Pool and the subsequent acknowledgement of the termination of the Aggregated Transportation Pool Manager Agreement dated November 17, 2003 between the Company and Infinite Energy.
- xi. The consolidation of the various Company Curtailment Plans into one plan governing curtailments over the Company's customer base.

21) Commission approval of this filing will allow the Companies to accomplish certain critical steps in the process towards a consolidated entity, which will also enhance consistency, efficiency, and greater customer satisfaction for each of the Companies. Specifically, the Companies anticipate that these revisions will:

- i. Ensure that FPUC and Ft. Meade are able to continue to provide optional transportation service for all non-residential Ft. Meade and FPUC customers, while operating under a common platform with FPUC-Indiantown and CFG through the consistent administration of common transportation service programs.

- ii. Approval will eliminate confusion among Pool Managers and customers, and will allow for greater gas supply liquidity to the customers served by FPUC, Ft. Meade, Indiantown, and CFG companies.
- iii. Approval will potentially provide an expanded customer base to those gas suppliers who deliver firm natural gas service to the Companies' customers.
- iv. Convey the provision of day-to-day swing and peaking services to the Companies.

22) The Companies are also seeking approval of changes to the enrollment process for the Companies' transportation service programs so that the process is more consistent across the Florida business platform.

As they currently stand, each of the Companies' enrollment processes allow the Customers and Pool Managers to enroll in each Pool Manager's respective Customer Pool. However, in the FPUC and Ft. Meade service areas, non-residential customers who choose to receive transportation service must execute and submit a Natural Gas Transportation Service Agreement to the Company. The non-residential Ft. Meade or FPUC customer is required to choose a gas supplier from a list of Company-approved Pool Managers who have executed the required Pool Manager Agreement. Non-residential customers who do not elect transportation service will receive their gas supplies through the Companies' regulated sales service.

23) In contrast, FPUC-Indiantown customers that use greater than 25,000 therms annually are currently eligible to use Indiantown's Individual Transportation Service ("ITS"). Under this program, the customer must enter into a Transportation Service Agreement with the Indiantown. Not all Indiantown customers are eligible for ITS. Those that are not must use the FPUC-

Indiantown's tariffed Aggregated Transportation Service<sup>3</sup>. Non-residential customers must provide a Letter of Authorization ("LOA") to the Company and are assigned to the sole Customer Pool by the Company. Residential customers utilizing Aggregated Transportation Service are assigned consistently by the Company to Indiantown's Customer Pool that is served by a sole Pool Manager selected by the Company through a Request for Proposal ("RFP") process. The Company-approved Pool Manager has executed an Aggregated Transportation Service Agreement with the Company (Indiantown).

24) CFG non-residential (CI) customers are required to execute a LOA and choose a Company-approved CI Shipper. CI Shippers are those shippers that are approved by the Company and have executed a CI Shipper Agreement. Individually, residential customers call to initiate gas service and are assigned by the Company to a daily alternating TTS Shipper. TTS Shippers are chosen through a RFP process and are required to execute a TTS Shipper Agreement with the Company.

25) Thus, as outlined herein, the Companies are administering six varying (manual) enrollment processes as well as two (different) RFP processes. This adds to customer confusion. In certain instances, multiple customer locations owned by the same entity may conceivably have up to three different Pool Managers simply by being in each of the various CUC service areas. The efficiencies and clarifications gained by adopting one enrollment process across the company speaks for itself and should be approved by the Commission.

### **OPERATIONAL CHANGES**

#### **Daily Delivery Quantity**

26) Currently, the Daily Delivery Quantity ("DDQ") is the quantity of interstate pipeline capacity the Company is required to release (if available) and the Pool Manager is required to

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<sup>3</sup> There are currently no Indiantown customers participating in the ITS program currently.

acquire from the Company to serve each Customer Pool's aggregated DDQ, in order to assure a firm gas delivery path to the Company on behalf of customers that are aggregated in one of the Company's Customer Pools. Each Company's current DDQ calculation is described below. In the event the Company is in a "short" capacity position, the Pool Manager is required to augment from the market the gas deliveries to no less than the customer's daily delivery requirements.

27) In the FPUC and Ft. Meade service areas, the DDQ is equal to the maximum DDQ in each of the Transportation Service Provider's seasons. Quantity adjustments are allowed based on prior agreement of the respective Company and input from the Pool Manager's is permitted. In the Indiantown service area, the aggregated transportation service Customer Pool relinquished capacity quantity is equal to that quantity required to serve the historical monthly peak requirements of those Indiantown aggregated transportation service customers. To the extent capacity is available, FPUC and Ft. Meade may choose to relinquish capacity to an Individual Transportation Customer. For CFG customers who consume greater than 100,000 dekatherms annually, the released capacity quantity will equal the actual peak month in the calendar year 2001 divided by the number of days in the month. Customers who use less than 10,000 dekatherms annually, the DDQ will equal the maximum usage for that customer's rate class in 2001 divided by 365. Last, the residential customer DDQ will equal the ratio of residential customers in each pool to all residential customers. All remaining capacity, if any, is released to Pool Managers. If CFG is in a "short" capacity position, the Pool Manager is required to augment the gas deliveries to no less than the Customer Pool's Daily Demand Requirements ("DDR").

28) By past Commission Orders, the Companies are required to allocate capacity based on three *extremely* varying assignment and allocation methodologies. Each individual Company's

methodology was tailored to meet each Company's operational requirements *at the time* each of the initial aggregation transportation service programs came to fruition. These calculations not only lack consistency but were developed by the individual companies during a time when access to secondary capacity on the interstate pipeline system(s) was more attainable, including during periods of peak demand. Today, interstate pipelines serving Florida are fully subscribed, allocations by interstate pipelines in constrained areas are more widespread, natural gas to # 6 oil fuel-switching by electric generators is much less prevalent, and expansions by interstate pipeline(s) in and around CUC's service territories occur less frequently. Collectively all these circumstances have made it more difficult for the Companies to rely upon Pool Managers to obtain a sufficient secondary transportation resource to cover existing and growing gas requirements within CUC's service territories. Given the recent consolidation of the Company's pipeline service agreements, as further discussed in paragraph 53 below, as well as the addition of incremental capacity being acquired by the Companies to serve their expanding customer base for peaking and growth, incremental primary firm capacity is now available for release by the Companies across all the Companies' service areas, which will result in less secondary firm capacity being required by the Pool Managers to fulfill their delivery obligations.

#### Allocation and Release of Interstate Capacity

29) Based on varying quantity calculations, upstream interstate pipeline capacity is released on behalf of customers to Pool Managers. The release rate for the FPUC and Ft. Meade customers is based on the FPUC and Ft. Meade weighted average cost of capacity that is proportional to the *FPUC and Ft. Meade capacity portfolio*. At this time, all of Indiantown's capacity portfolio is released to the Indiantown Pool Manager at the prevailing FGT rate schedule *FTS-1 maximum rate*. In the CFG service area, interstate pipeline capacity is released

on behalf of customers who were on CFG's system prior to November 5, 2002. The release rate is either (i) the interstate pipeline's maximum tariff rate or (ii) a negotiated rate. In CFG's case, capacity is released in quantities equal to those identified in the customers' capacity release agreements and *in proportion to the CFG's capacity portfolio*. Therefore, the prevailing capacity release rates for the individual three varying aggregated transportation services are different due to each individual business units' *historical* capacity holdings that are based on quantity calculations developed two decades ago. More simply said, since all the individual capacity portfolios of all of the Companies' business units are based on varying quantities of capacity and are provided by varying interstate pipelines and associated pipeline rate schedules, the capacity is released at different rates across the Company's business units. In all cases, if the individual company is short capacity, the Pool Manager is required to augment such deliveries with secondary capacity. Likewise, in all cases, the upstream interstate pipeline capacity is temporarily released and is posted as recallable by the Companies.

#### Capacity Relinquishment Issues

30) Although, the Companies' service agreements with FGT have been consolidated, due to varying tariff provisions, the Companies must continue to administer the three FGT individual service agreements as though they continue to be several upstream capacity service agreements. The administration of these agreements in the manner that is prescribed by each individual tariff hinders the Companies' efficiency when serving high priority customers under a curtailment scenario. The existing methodology of capacity releases also encumbers the Companies from utilizing its capacity holdings effectively in the secondary market. In addition, going forward, the Companies propose to continue to release capacity on a temporary and recallable basis so the Companies can implement its Shipper of Last Resort service if necessary. Last, at this time, no

interstate pipeline capacity is released to those transportation Customer Pools that have been acquired. It is retained by the Company for future growth as discussed in detail below. In this filing, the Companies propose to allocate a fair portion of that unreleased capacity reserved for future growth to the Companies' Operational Balancing Account ("OBA").

#### Pool Manager Non-performance Penalties

31) In two of the business units, transportation service provided by third parties has replaced the Companies' historic regulated sales service to customers. These third parties have stepped into the position of providing natural gas to these business units' customers. Most of these customers are high priority firm end use customers that depend on an uninterrupted supply of natural gas. To ensure delivery of the gas supply, the Companies require each Pool Manager to acquire capacity that is released by the Companies to serve those high priority customers. However, simply because the capacity provided by the Companies to the Pool Manager includes a primary (interstate pipeline) receipt point, a primary firm path, and a primary firm delivery point for the Pool Manager to utilize, the Companies have no ability to monitor that the *gas supply* delivery with the primary firm capacity is also from a firm source. In many instances, the third-party supplier will use a non-firm or possibly even an interruptible commodity supply for delivery into the individual company's system for redelivery to that business unit's high-priority firm customers.

32) Non-performance penalties are levied by the Companies when the third-party supplier or Pool Manager's daily scheduled quantities do not match the Pool Manager's aggregated Daily Delivery Quantities or as proposed the Pool Manager's aggregated DDR. Currently, FPUC and Ft. Meade's daily delivery penalties are equal to the higher of \$15 or 200% of the highest weekly Alert Day Price as posted by FGT. Indiantown's daily delivery penalty is \$10 per dekatherm.

CFG however, has no daily delivery penalties but instead relies on a provision in its existing tariff that stipulates, if penalties are incurred from the Transportation Service Provider, those penalties are then passed through (directly assigned) to the shipper or allocated to CFG's OBA.

#### Issues with Pool Manager Non-performance Penalties

33) The Companies are tracking, administering, and billing three varying penalty rates for the same over and under delivery infractions by (at times) the same Pool Manager. The rate differential for each varying delivery penalty in each service area creates a decision point and an arbitrage opportunity for the Pool Manager. That is, the Pool Managers are at times incented to deliver gas supplies to one of the Companies' service areas over the other(s), depending on which penalty is highest during any given day. In addition, depending on the overall Florida market position, the Pool Manager is at times incented to move gas off the Companies' systems entirely. These decisions and arbitrage opportunities can cause operational issues to the Company's service area where gas supplies are not ultimately delivered.

#### Operational Controls

34) Operational controls are necessary for the Companies to utilize during times of upstream pipeline or intrastate pipeline instability due to high or low line pack. At this time, the combined Companies are served by four interstate pipelines, two intrastate pipelines, and two LDC interconnects each with varying operating parameters, load patterns, and operational control tariff provisions. Given the diversification of the pipelines delivering into the Companies' distribution systems, linking the Companies' requisite operational controls to that of a single pipeline is no longer an appropriate or effective mechanism for the company to maintain its own operational integrity across the Companies' distribution systems.

35) Currently, FPUC and Ft. Meade have no operational controls other than curtailment listed



in the respective tariffs. In the Indiantown service area, all Transportation Service Provider operational penalties are “passed through” to the sole shipper for the Indiantown service area. At this time, the Indiantown tariff provides that if it does not receive a penalty from the pipeline, then the shipper will not receive a penalty from Indiantown; i.e., “no-harm – no-foul”. In Indiantown’s case, operational controls are dependent on the single upstream pipeline that is not necessarily associated with or indicative of the operational position of the overall Companies’ distribution systems. In the CFG service area, gas is delivered to the CFG Customers by five Transportation Service Providers<sup>4</sup>. All Transportation Service Provider operational penalties are either directly passed through to shippers or allocated to CFG’s OBA for the CFG service area. The existing CFG tariff provides that if it does not receive a penalty, then the shippers will not receive a penalty i.e., “no-harm – no-foul”. CFG’s operational controls are dependent on one upstream pipeline that is not necessarily associated with the penalty rates associated with the other pipelines delivering to the CFG system or indicative of the operational position of the Companies’ distribution system.

#### Operation Control Issues

36) The Companies are administering three varying operational control tariffs and in the case of the FPUC and FPUC-Ft. Meade companies, operational tools provisions are completely absent from the existing tariffs. These tariffs in effect isolate each of the Companies’ respective service areas from that of the other business units, which, consequently, limits utilization of inherent throughput diversity within the four individual operating systems that can be utilized by the Companies to mitigate Transportation Service Provider operational penalties.

37) In addition, the Companies must perform varying direct assignment and allocation

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<sup>4</sup> The Company currently receives service from six interconnecting entities, Florida Gas Transmission Company, Gulfstream Pipeline Company, Southern Natural Gas Company, Peninsula Pipeline Company, and Peoples Gas System with additional interconnections planned.

processes to assign Alert Day and Operational Flow Order (“OFO”) imbalances and penalties to each individual shipper, Pool Manager, the Company’s OBA or the Company’s PGA (as the case may be) for each of the four Companies. Lastly, “no-harm – no-foul” provisions are not an effective way to manage the Companies’ pipeline assets given the Companies receive interstate pipeline service from several different Transportation Service Providers with varying operational control rules and rates.

#### Nomination Process and System

38) An effective nomination process and system is required to administer and assign accurate daily scheduled quantities to each customer and Customer Pool. At this time, only CFG’s customers and shippers are required to nominate. The language in the existing tariffs has not evolved with industry standards relative to the frequency and timing of requisite nominations. As proposed, nominations will be required for all ITS customers and Customer Pools. A formal nomination process will give the Companies the ability to manage the CUC Florida platform’s overall gas supply deliveries, by interstate pipeline and associated delivery point. This nomination requirement is not a foreign concept to the Companies’ Pool Managers. to the contrary, all Florida shippers are required to nominate quantities on every other Commission and FERC-regulated pipeline in the state of Florida.

#### Imbalance Settlement

39) In Docket No. 20190036-GU, the Commission approved changes to the cash-out mechanisms to make the FPUC and Ft. Meade cash-out mechanisms consistent with those of the CFG service area. See FPUC Order No. PSC-2019-0153-TRF-GU, issued on April 24, 2019. The Companies therefore are seeking to make those same approved imbalance provisions applicable to the Indiantown service area. Currently, the Indiantown imbalances are “passed

through” to the sole Pool Manager based on the Indiantown imbalance quantities and the Transportation Service Provider’s applicable imbalance tiers and cash out rates. Since the Companies now balance across the CUC Florida platform service areas in aggregate, this practice is no longer germane, and the Indiantown service area imbalance settlement process should be made consistent with that of the other CUC Florida platform business units.

40) In addition, in this filing, the Companies are requesting that the imbalance methodology applied to FPUC and Ft. Meade non-residential customers be made consistent with the CFG imbalance quantity methodology and changed to compare the Pool Manager’s *monthly scheduled quantities* with the applicable Customer Pool’s throughput for the month. Currently, the imbalances for FPUC and Ft. Meade non-residential customers is calculated by comparing the Pool Manager’s Daily Delivery Requirement (“PMDR”) that is based on the Pool Manager’s respective Customer Pool’s DDQ and the associated Customer Pool’s throughput for the month. As described, this existing FPUC and Ft. Meade imbalance quantity calculation *is not* the industry norm and imbalance quantities are generally based on scheduled quantities versus the associated Customer Pool’s, throughput for the month. Further, as proposed, the Companies will discontinue the practice of crediting FPUC and Ft. Meade Pool Managers for the variance between the PMDR and the sum of the Daily Delivery Quantity for each Customer being service by the Pool Manager. This practice is not industry standard and was a practice developed and approved two decades ago when the Florida gas market was much different.

41) Under the Companies’ proposal, the CFG imbalance methodology will not change. However, the Companies are proposing language clarifying the Companies will net imbalance quantities for pools that are commonly managed by the same Pool Manager at the end of each month. Pools that have an imbalance level greater than or equal to twenty percent (20%) will not

be netted.

42) The Companies will continue to provide compulsory transportation services for both its residential and non-residential customers located in the CFG and Indiantown service areas. Likewise, the Companies will continue to offer optional transportation service to those FPUC and Ft. Meade non-residential customers, and compulsory regulated sales service to those FPUC and Ft. Meade residential customers.

43) The Companies propose to continue to provide ITS to those customers receiving service under the rate schedule FGS, Rider CTS, any customer receiving transportation service pursuant to a special contract, or those customers who qualify for ITS in the Indiantown service area. The Companies have made no changes to the applicability of ITS.

44) Non-residential customers that do not qualify for ITS will be eligible to receive transportation service under the aggregated CI Pool Program that is comparable to CFG's current aggregation transportation service pool customer makeup. Non-residential customers that have telemetry may receive service from one of the Companies' aggregated CI Daily Read Pools. Non-residential customers that do not have telemetry may receive service from one of the Companies' aggregated CI Cycle Read Pools. Pool Managers providing service through an aggregated CI Pool will be vetted by the Companies and must execute the applicable CI Pool Manager Agreement.

45) Under the Companies' joint proposal, residential customers in the CFG and Indiantown service areas will receive service through a TTS Pool that is comparable in service to that currently provided by CFG. TTS Pool Managers will continue to be chosen through a RFP process and must execute a TTS Pool Manager Agreement with the respective company.

46) In order to implement the proposed changes to the Companies' transportation programs

to enable consolidation, certain additional tariff language changes are necessary. Specifically, the Companies' are proposing the following wording changes:

Warranty, Control, and Indemnification:

The Companies propose to adopt CFG's Warranty and Control language as well as the Indiantown indemnification language.

Authorized Pool Managers:

All Pool Managers participating in any of the Companies' transportation service programs will be required to execute the applicable a CI Pool Manager Agreement or a TTS Pool Manager Agreement. Pool Managers will be required to prove creditworthiness and provide any requisite security that will be reviewed by the respective Company on an annual basis.

Customer's Agent or Shipper's Designee:

ITS customers will continue to be able to provide an Agent or Designee to perform various gas management functions. To do so, the Customer will be required to execute an "ITS and CFG DPO Shipper Designee Form". This service was adopted from the existing Indiantown tariff and the standard form was adopted with modifications from the existing CFG tariff.

47) The assignment or selection of a Pool Manager by the individual Companies or Customers, as the case may be, is proposed to continue across the CUC Florida platform much as it is in the CFG service area currently. The Companies propose to adopt the CFG process for assignment and selection of a Pool Manager because it is the most streamlined and efficient out of the existing three varying processes.

48) The Indiantown aggregation pool currently served by Infinite Energy will operate as a

new TTS Pool. The non-residential Indiantown customers (depending on measurement) will be assigned to the Infinite Energy CI Cycle Read or CI Daily Read Pools. Over time, the Indiantown non-residential customers may choose to migrate from the Infinite Energy CI Cycle Read or CI Daily Read Pools or may be assigned to the Infinite Energy TTS pool. New Indiantown residential and non-residential customers will be assigned to the default shipper-of-the-day TTS pool. Once a LOA is received from a non-residential customer, the customer will be transferred to the customer's pool of choice.

49) The Companies propose to adopt the CFG Pool Manager (formerly Shipper) forms required to be executed by a CI and TTS Pool Manager with clarifying language added. The CI Pool Managers will be required to sign a CI Pool Manager agreement for each of the applicable CI Pools; i.e., CI Daily Read or CI Cycle Read Pools. CI Pool Managers will be required to meet their aggregated DDR. Due to the availability of daily reads for each customer participating in the CI Daily Read Pools, the CI Daily Read Pools will be subject to the Company's operational control tariff provisions whereas CI Cycle Read Pools will not be subject to the Company's operational controls. CI Pools that includes both the Daily and Cycle Read Pools will be subject to the Company's proposed Pool Manager non-performance measures.

50) The Company will continue to choose the TTS Pool Manager(s) through a periodic RFP process. TTS Pool Managers will be subject to the Companies' proposed Pool Manager non-performance penalties based on each Pools' aggregated DDR however, the TTS Pools will not be subject to the Companies' operational control tariff provisions<sup>5</sup>.

51) The DDR is the quantity of gas supply required to serve each customer in a Pool Manager's Pool. The aggregated DDR is the quantity of gas required to serve the average daily demand for a specific Customer Pool. In the case of the CI Daily Read Pool the Customer Pools'

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<sup>5</sup> At this time, the Companies have not contemplated issuing a new TTS Pool Manager RFP.

aggregated DDR will then be multiplied by a factor equal to 0.50. This factor is only applied for the purposes of calculating the quantity of interstate pipeline capacity to be allocated and subsequently released to the Pool Manager to provide deliveries to the Pool Manager's CI Daily Read Pool.

52) For each Customer participating in a specific Customer Pool, the DDR will be based on the prior year, same month billed quantities, divided by the number of days in the applicable billing period and then divided by ten to convert to dekatherms. The Companies will then sum to DDR for each customer in a Customer Pool to calculate the aggregated DDR for each Customer Pool. In the case of the CI Cycle Read Pool(s), the DDR will equal the capacity release quantity except for periods when the Companies may be "short" interstate pipeline capacity.

53) In 2017, Florida Gas Transmission Company, the Companies' largest interstate pipeline supplier agreed to consolidate the CUC Florida platform's seven service agreements in to three<sup>6</sup>. This consolidation of the FGT service agreements allow the Companies' to consolidate and manage their overall capacity portfolio under one operational balancing account rather than four. This change in interstate pipeline service agreement administration lends itself to refinement and more fairly assignment of the total Company reservation quantities and associated expenses across the Company's entire customer base.

54) Calculation of the Companies' current capacity release rates are varying and outdated. Each made sense at the time the methodology was developed; however, the Companies now manage their interstate pipeline capacity portfolio as a whole and each customer enjoys the benefit of the consolidation of the Companies' interstate pipeline service agreements. Specifically, Indiantown's current capacity release rate is based on Indiantown's single FGT

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<sup>6</sup> Indiantown – one FGT FTS-1 service agreement, Ft. Meade – one FGT FTS-1 service agreement, FPUC – one FGT FTS-1 service agreement, and CFG – one FGT FTS-1 service agreement. FPUC – one FGT FTS-2 service agreement and CFG – one FGT FTS-2 service agreement.

service agreement maximum (FGT FTS-1) tariff rate. CFG capacity releases are available only to CI customers that were in service as of 2001. The balance of the CFG capacity is released to the TTS shippers.

55) In CFG's case, the quantity of capacity released may or may not meet the DDR of each Pool Manager's respective Customer Pool. CFG releases interstate pipeline capacity pursuant to the pipelines' applicable maximum tariff rate for the associated rate schedule under which the capacity is released. FPUC releases capacity based on its overall capacity portfolio and the capacity is required to be released at the FPUC delivery point from which FPUC serves its Customer. The release rates across these Companies varies and interstate pipeline capacity is released at delivery points required by the Companies' tariffs and under varying methodologies.

56) Ultimately, it is the *operational impact* to the Companies' distribution systems that must drive the decision to release interstate pipeline capacity at specific points and not the individual company's tariff. Since the operations of the interstate pipelines and the Companies' distribution systems are fluid, the delivery points at which interstate pipeline capacity is released must be left to the Companies' discretion and made on a month-to-month basis given the operational conditions of the pipelines serving the Companies. In this filing, the Companies propose to formulate each Customer Pools' capacity release rate consistent with other like Customer Pools across the Companies' business units as well as provide for the release of capacity at delivery points at the Companies' discretion. This methodology will provide a more equitable capacity release pricing methodology throughout the Companies' service areas as well as assure primary capacity will be released and utilized at the delivery points that are pertinent to the operation of the Companies' distribution systems.

57) The Companies propose to first release capacity to each customer with whom there exists



a current capacity release agreement or an asset management agreement. Next, the Companies will retain enough interstate pipeline capacity to serve the Companies' regulated sales service pool (PGA) customers. The Companies propose to then release capacity to the Companies' TTS Pool and last, to the extent capacity is available, the Companies will release capacity to the CI Cycle Read Pools and the Companies' CI Daily Read Pools. Pool Managers whose Customer Pools are "short" capacity when compared with the Pools' respective aggregated DDR will be required to augment their deliveries with secondary capacity to meet each Pools' aggregated DDR. Any remaining interstate pipeline (absent those quantities assigned to the Companies' Swing Service Rider and OBA) will be allocated pro-rata to the TTS and Companies' Regulated Sales Service Pool.

58) If the Pool Manager's scheduled quantities at the Companies' delivery points are not equal to the Pool Manager's aggregated DDR, the Pool Manager may be subject to a non-performance penalty.

59) The release rates for the CI Cycle Read and CI Daily Read aggregated pool customers are proposed to be released at the Companies' annualized Weighted Average Cost of Capacity ("WACC") excluding releases to ITS customers described above. Capacity releases will be made to the TTS Customer Pools and retained by the Companies' Regulated Sales Service Pool at the WACC for all remaining interstate pipeline capacity, excluding that capacity released to ITS customers, to the CI Customer Pools, interstate pipeline capacity assigned to the Swing Service Rider, and capacity allocated to the OBA for peaking and future growth.

60) The Companies' proposed allocation methodology will not require the Companies to exceed their currently established PGA cap (100.946 cents per therm) and taken as a whole with the other changes proposed herein, it is anticipated that the Companies' proposals will produce a

reduction in costs recovered through the PGA clause.

61) The Companies will now require all Pool Managers, ITS customers, and Shipper Designees to nominate gas deliveries to the Companies' delivery points. Currently, only CFG requires nominations that are submitted to CFG at the same time the shipper submits the nomination(s) to the upstream pipeline.

62) TTS Pool Managers and CI Daily Read Pool Managers will be permitted to nominate throughout the month. The CI Cycle Read Pool Managers must submit one nomination at the beginning of each month and will be permitted to submit one additional nomination no later than the 15<sup>th</sup> of each month. This provision is the same as the nomination language that was recently approved by the Commission in Order No. PSC-2020-0055-TRF-GU, issued on February 24, 2020, in Docket No. 20190201-GU.

63) Unassigned gas packages are packages of gas supply that have no "matching" nomination confirmation on the upstream and Company pipelines. These gas packages cause the Companies' gas supply administrators to "track down" and determine to which customer or Customer Pool these unassigned gas packages belong. This is a manual and time-consuming process that expends valuable Companies' resources daily. By this Petition, the Companies propose to post all (individual) unassigned gas packages to the Companies' website. Whomever owns the unassigned gas package(s) will need to go through a claims process. Once the Companies have validated the ownership claim, the Companies will purchase the distressed gas package at a discounted rate. This practice will incentivize customers and Pool Managers to nominate their respective gas packages accurately both on the upstream and the Companies' pipeline systems.

64) As proposed herein, the operational control provisions have been made consistent across

the Companies' service areas. Indiantown and CFG both currently have a "no-harm, no-foul" process that was only implemented when the interstate pipeline serving the Companies implemented an OFO or Alert Day. The FPUC and Ft. Meade service areas currently have no operational controls. In this filing, the Companies have proposed to decouple the Companies' ability to implement an OFO or Alert Day from that of the upstream interstate pipeline. The Companies propose to adopt an independent process that better reflects the operational conditions on the Company's systems rather than those on the upstream pipelines. This proposed change is consistent with other LDCs operating in Florida.

65) In this filing, the Companies are also proposing minimal changes to the Companies' imbalance resolution provisions. First, as it relates to FPUC and FPUC- Ft. Meade, the Companies have proposed changes to clarify that commonly managed pool imbalances will be netted against each other at the end of each month and second, those pools with an imbalance level of 20% or greater will not be netted but instead, cashed-out under the Companies' applicable imbalance tiers and rates. These proposed changes are consistent with other LDC's operating in Florida.

66) The Companies also propose a revenue sharing mechanism when any one of the Companies makes mutually beneficial sales, as is provided under the Companies' existing OSSS-1 rate schedule. This service can be drawn on when customers or Customer Pools are "short", and the Companies have "long" gas supplies available to it. This tool can be used to help both customers and Pool Managers avoid non-performance and operational penalties that may otherwise apply.

67) The Companies are proposing to adopt Rate Schedule Pool Manager Service ("PMS") from the existing FPUC and Ft. Meade tariffs. Specific nomination requirements for each

Customer Pool and confirmation language has been added to the new rate schedule PMS. The Companies have also included the associated Pool Manager creditworthiness requirements that are adopted from the CFG tariff and non-performance penalties that are also proposed to be adopted from the FPUC and Ft. Meade tariffs, in this rate schedule as well.

### **Transportation Cost Allocation**

68) The Companies are proposing to modify the Swing Service Rider to include not only intrastate and LDC interconnect expenses but also expenses incurred by the Companies to provide day-to-day swing service to the Companies' Customer Pools. As proposed, if the proposed allocation process for swing service expenses is not adopted simultaneously with the capacity release (based on an average day) allocation methodology, the Companies' regulated sales service customers will absorb these expenses. The Companies are proposing to spread these expenses to the transportation service pools.

69) The Companies are currently permitted to include capacity expenses that "are not otherwise assigned" in the OBA. The proposed language in the OBA makes clear that the Companies can include capacity retained for peaking and future growth in its OBA and ensure that the PGA is not burdened with *all* these expenses going forward. The OBA balance will continue to be calculated quarterly and the balance in the OBA account (if it is greater than \$100,000) will continue to be allocated to each Pool Pool Manager based on overall scheduled quantities for the applicable quarter. The proposed changes to the OBA are discussed further below.

70) This billing adjustment was adopted from CFG and will now be applicable to CFG and Indiantown transportation service customers should the TTS Pool Manager(s) fail. If a FPUC or Ft. Meade Pool Manager fails, the FPUC and Ft. Meade customers will be transferred to the

respective company's regulated sales service pool until such time as the customer submits a LOA to transfer to another approved Pool Manager.

71) The Companies are proposing to adopt the CI Pool Manager Customer Termination Notice from the existing CFG tariff with minor modifications and to make the following adjustments to various forms as follows:

Return to the Regulated Sales Form:

The Company proposes to maintain the Request to Return to Regulated Sales Service Form for use only by FPUC and Ft. Meade non-residential customers to notify the Company that the non-residential customer desires to return to the Company's regulated sales service.

CFG Off-System Delivery Point Operator Form:

The Company has maintained the unmodified CFG Off System Delivery Point Operator Agreement. This form will continue to be used in only the CFG service area to continue to serve existing and future customers.

Off-System Sales Letter Agreement:

The Companies are proposing changes to the Off-System Sales Letter Agreement that makes the language clear that the service applies to capacity releases, commodity sales, and combined capacity and commodity sales made by the Companies. The mechanism for credit of 50% of the net proceeds to the PGA is proposed to remain the same.

**Balancing and Penalty Recovery Mechanisms**

72) In this filing, the Companies propose to change the manner in which the release rates are

calculated for the Companies' aggregated transportation service customers.<sup>7</sup> Currently, releases are made pursuant to several varying rates that are a result of varying different capacity rate calculations, which were appropriate when the business units were independently owned and operated. However, under unified ownership, the Companies' interstate pipeline capacity portfolio is better managed as a whole, which provides the Companies with greater flexibility. The capacity release rate applicable to the CI Customer Pools will be the calculated weighted average cost of the Companies' total interstate WACC portfolio, less the capacity released to those customers who are served under the Companies' rate schedule FGS, customers served under Rider CTS, special contract customers, customers that capacity releases were made under an asset management arrangement, and those existing ITS customers that have capacity release agreements with the Companies.

73) The remaining capacity (less that capacity reserved by the Companies for swing service and future growth) will then be allocated to the TTS Pools and PGA clause on a pro-rata basis. The proposed capacity allocation methodology is consistent with other FPSC-approved transportation programs. Moreover, the WACC calculation will spread the Companies' capacity portfolio expense over the entire customer base, including both transportation service and sales service customers.

74) In this filing, the Companies are also proposing to modify the Swing Service Rider to include not only intrastate and LDC interconnect expenses, but also expenses to provide on-going swing service by the Companies.

75) As proposed, transportation customers' gas supply will be delivered at a constant level every day during the month even though customer usage varies. Therefore, the level of gas

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<sup>7</sup> The Companies will continue to release capacity to those ITS customers that currently have existing capacity release agreements in place with the Company at the rates identified in the prevailing capacity release agreements.

delivered daily differs from the quantity actual consumed by the Customer Pool. To offset this difference, the Companies must vary (“swing”) the level of gas and upstream pipeline capacity nominated for delivery to the Companies systems. The Companies will manage the customers’ swings with operational purchases or sales (the difference in the amount of consumed gas versus gas delivered daily). If this Swing Service Rider cost recovery mechanism is not modified contemporaneously with the Companies’ capacity allocation methodology as proposed herein, costs to provide day-to-day swing service to transportation customers will be borne by the Companies’ non-transporting sale service customers. A portion of this additional cost is proposed to be allocated to the transport customers via the Swing Service Rider. Going forward, the Swing Service Rider is proposed to be designed to recover the intrastate and LDC interconnect expenses as well as the estimated costs incurred by the Companies to provide this swing service. Consistent with current practice, the revenues derived from the Swing Service Charge will then be credited to the PGA clause.

76) With the above described changes, the Companies are also requesting approval for further cost allocation adjustments to ensure an equitable distribution of current and future Swing Service expenses the Companies will incur. The new Swing Service Rider cost allocation methodology for the Companies’ individual customer classes will remain consistent with the methodology approved in Order No. PSC-16-0422-TRF-GU, issued October 3, 2016, in Docket No. 160085-GU and will enable the Companies to appropriately recover its costs, while allocating the costs on a more fair and equitable manner across customer classes. Further consistent with the Companies’ current practices, the Swing Service Rider billing factors will be adjusted by the Regulatory Assessment Fees. The revenues derived from the Swing Service Rider, less Regulatory Assessment Fees, will be credited to the PGA. It is anticipated that this

reallocation of expenses will result in lower overall expenses assigned to the FPUC Purchased Gas Cost Recovery clause.

77) The Swing Service Rider will continue to be applicable to those rate schedules that are currently subject to the swing service charge and are reflected in the proposed consolidated tariff.

78) The Companies are currently permitted to include "*charges or credits associated with any unreleased Transporter capacity that has not otherwise been assigned or allocated*" in the OBA. The Companies are proposing new requirements for the OBA that make it clear that the Companies can include unreleased capacity held for future growth in its OBA and ensure that the PGA is not burdened with *all unreleased* future growth capacity expenses going forward. The OBA balance is currently calculated quarterly and the balance in the OBA account (if it is greater than \$100,000) is then allocated to each Pool Manager based on overall scheduled quantities for the applicable quarter.

79) The quantity of capacity to be released will be based on each Customer Pools' same month prior year billed quantities (averaged) over a billing month and the proposed release rate will be based on Companies' WACC by customer classification *and annualized*. This will give the Pool Managers interstate pipeline capacity release rate certainty from year-to-year.

80) The Companies are proposing that the interstate pipeline capacity release rate be varied from time to time for purposes of recovering from Customer Pools receiving service under the Companies' aggregated transportation service programs the cost of the capacity acquired by the Pool Manager plus an appropriate allocation of Companies' costs of upstream pipeline capacity held by the Companies for peaking and future growth. Additional revenue derived by the Companies from the load factor adjustment will be used to reduce the cost to the PGA clause. When calculating the release rate, expenses recovered through the Swing Service Rider are



excluded.

81) The Commission's approval of this modification will permit customers participating in the transportation service programs to pay their fair share of the costs of upstream pipeline capacity held by the Companies for peaking and future growth, costs which are currently recovered only from customers who pay the Company's PGA. The modifications to the OBA for which the Companies seek approval are found in the Operational Balance Account on Original Sheet Nos. 7.915 - 7.917.

#### **Phased Approach**

82) Due to the time necessary to implement the Companies' new Gas Management System ("GMS") and sensitivities to the Pool Managers' necessary de-contracting and re-contracting efforts for each Pool Managers' respective customers, the Companies are proposing that the transport-related tariff consolidation and modifications go into effect in two phases. The Companies propose that the implementation date for the transportation-related tariff provisions related to customer enrollment and pool management, nominations and confirmations, imbalance settlement, and operational tools be September 1, 2021. The Companies further request that the remaining transportation service program modifications that relate to DDR and capacity relinquishment calculations and the daily delivery penalties become effective May 1, 2022. The Companies will keep the Pool Managers and customers apprised of the final implementation date and will provide each with at least thirty (30) days' notice of the final scheduled implementation date.

#### **RELIEF REQUESTED**

**WHEREFORE**, Florida Public Utilities Company, Florida Public Utilities Company – Indiantown Division, Florida Public Utilities Company-Fort Meade, and the Florida Division of

Chesapeake Utilities Corporation respectfully request that the Commission:

- 1) Approve the Companies' proposed consolidation of the Companies' four individual tariffs into one tariff as proposed herein with the non-transport related modifications to be effective thirty (30) days from the date of the Commission's vote;
- 2) Approve the implementation of the proposed consolidation and modifications to Companies' Retail Choice Transportation Service Programs as proposed herein;
- 3) Approve the transportation service-related changes requested herein with a delayed effective date of not earlier than September 1, 2021 and May 1, 2022, respectively, as described herein; and
- 4) Approve the corresponding changes reflected in the tariff sheets, which are attached and incorporated herein as Exhibit A.

RESPECTFULLY SUBMITTED this 14th day of September, 2020.

By:



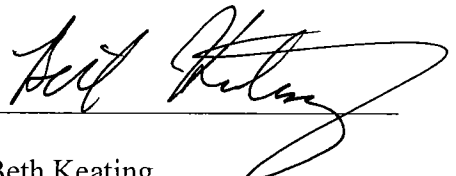
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Florida Public Utilities Company – Indiantown  
Division, Florida Public Utilities Company – Ft.  
Meade Division, and the Florida Division of  
Chesapeake Utilities Corporation*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon the following by Electronic Mail this 14th day of September, 2020.

Jennifer Crawford Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 jcrawfor@psc.state.fl.us	J.R. Kelly/P. Christensen Office of Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 Kelly.JR@leg.state.fl.us
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By:   
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**EXHIBIT A**

Florida Public Utilities Company, Florida Public Utilities Company — Indiantown  
Division, Florida Public Utilities Company-Fort Meade, and The Florida Division of  
Chesapeake Utilities Corporation

Revised Tariff Sheets

*(Clean and Legislative Versions)*

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***TITLE PAGE***

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**NATURAL GAS TARIFF**

**ORIGINAL VOLUME 1**

(Cancels and supersedes Original Volume No. 2, Florida Public Utilities - Indiantown Division, Original Volume No. 1, Florida Public Utilities Company - Ft. Meade Division, Third Revised Volume No. 1 of Florida Public Utilities Company, and Original Volume No. 4 of Florida Division of Chesapeake Utilities Corporation.)

of

Florida Public Utilities Company and Florida Division of Chesapeake Utilities Corporation

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company  
208 Wildlight Avenue  
Yulee, Florida 32097

Attention: Director of Regulatory Affairs

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***TABLE OF CONTENTS***

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<b>TITLE PAGE</b>	<b>1.000</b>
<b>TABLE OF CONTENTS</b>	<b>2.000</b>
<b>MISCELLANEOUS AND GENERAL INFORMATION</b>	<b>3.000</b>
<b>SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED</b>	<b>4.000</b>
<b>TECHNICAL TERMS AND ABBREVIATIONS</b>	<b>5.000</b>
<b>INDEX OF RULES AND REGULATIONS</b>	<b>6.000</b>
<b>RULES AND REGULATIONS</b>	<b>6.025</b>
<b>INDEX OF RATE SCHEDULES</b>	<b>7.000</b>
<b>RATE SCHEDULES</b>	<b>7.100</b>
<b>BILLING ADJUSTMENTS</b>	<b>7.900</b>
<b>INDEX OF STANDARD FORMS</b>	<b>8.000</b>
<b>STANDARD FORMS</b>	<b>8.100</b>
<b>INDEX OF CONTRACTS AND AGREEMENTS</b>	<b>9.000</b>

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***MISCELLANEOUS AND GENERAL INFORMATION***

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**Company Information:**

Florida Public Utilities Company - Indiantown Division, Florida Public Utilities Company - Ft. Meade Division, Florida Public Utilities Company (“FPUC”), and Florida Division of Chesapeake Utilities Corporation, (“Central Florida Gas” or “CFG”), (“Company”) are principally engaged in the distribution and sale of natural gas. Its operations are entirely within the State of Florida.

**The general office of the Company is located at:**

Florida Public Utilities Company  
208 Wildlight Avenue  
Yulee, Florida 32097

**Business offices are located at:**

450 South Highway 17-92  
DeBary, Florida 32713

780 Amelia Island Parkway  
Fernandina Beach, FL 32034

2825 Penn Avenue  
Marianna, Florida 32448

1635 Meathe Drive  
West Palm Beach, Florida 33411

331 West Central Avenue, Suite 200  
Winter Haven, Florida 33880

**Communications covering rates should be addressed to:**

Florida Public Utilities Company  
208 Wildlight Avenue  
Yulee, Florida 32097

**Tariff Applicability:**

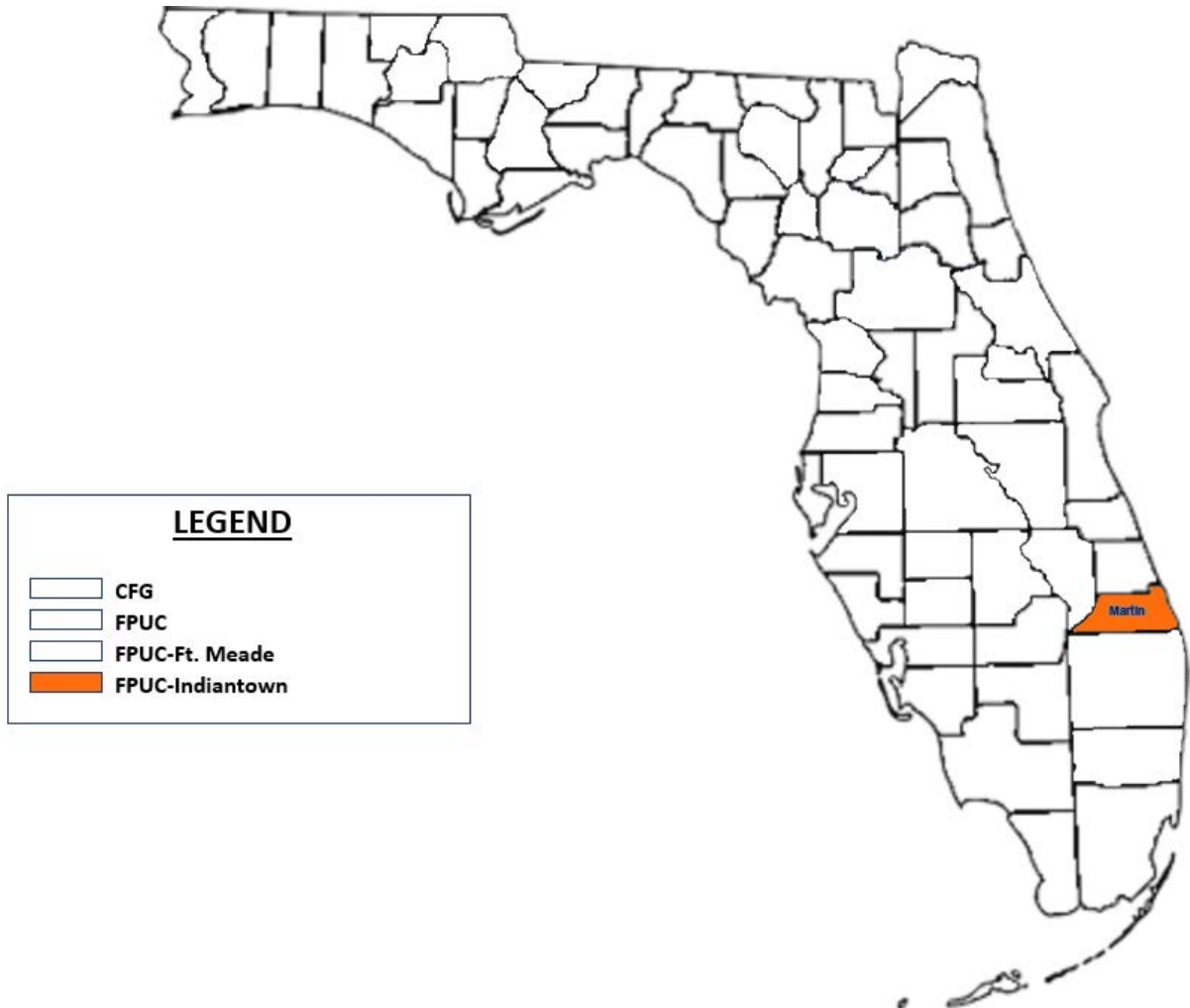
The terms and conditions, rate schedules, forms of service, agreements, and other provisions of this Tariff shall apply to Gas Sales and Gas Transportation Service, as applicable rendered by the Company through its distribution systems as now constituted and as they may be enlarged or extended.

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED***

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**Indiantown Service Area Map**

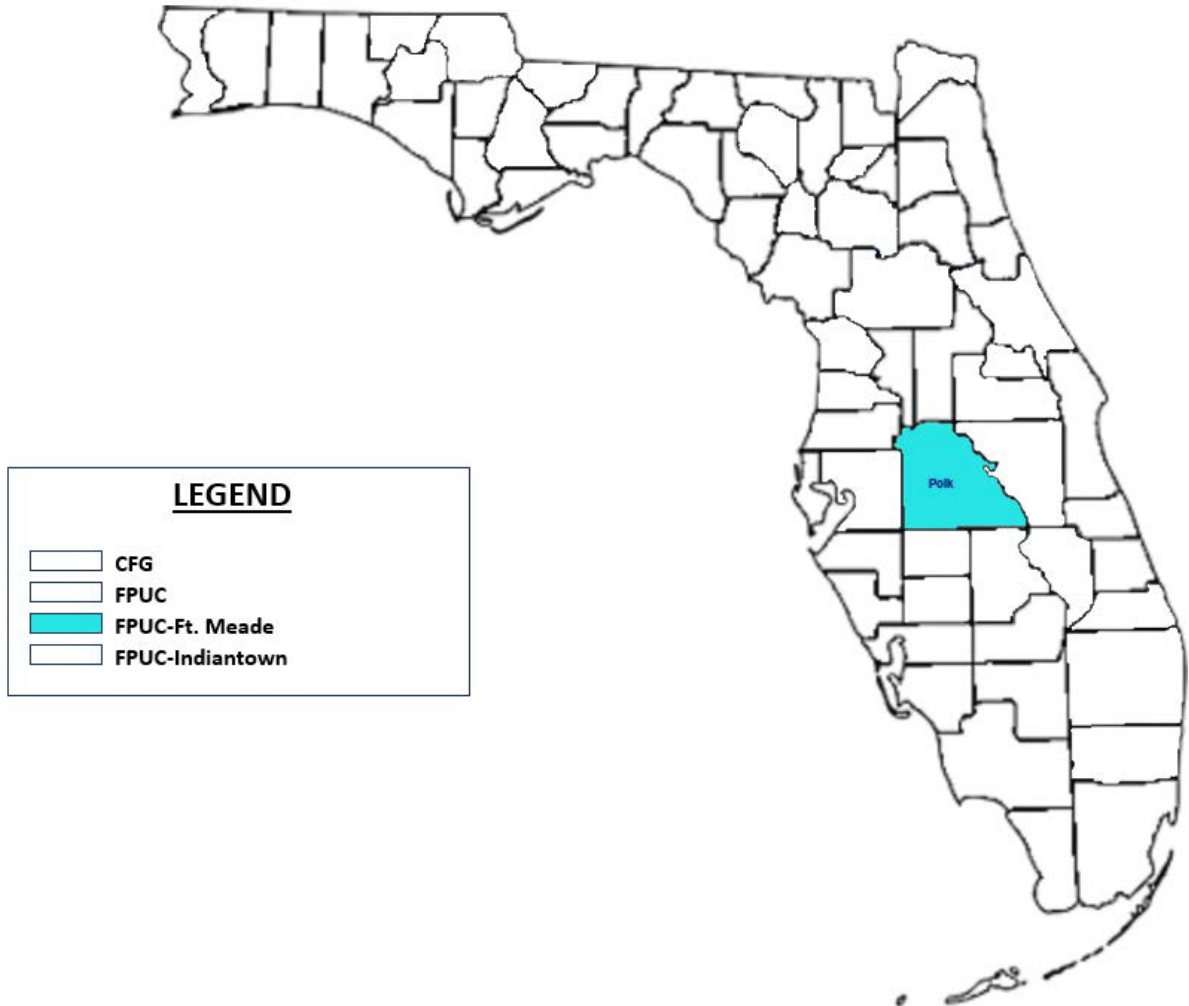




***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

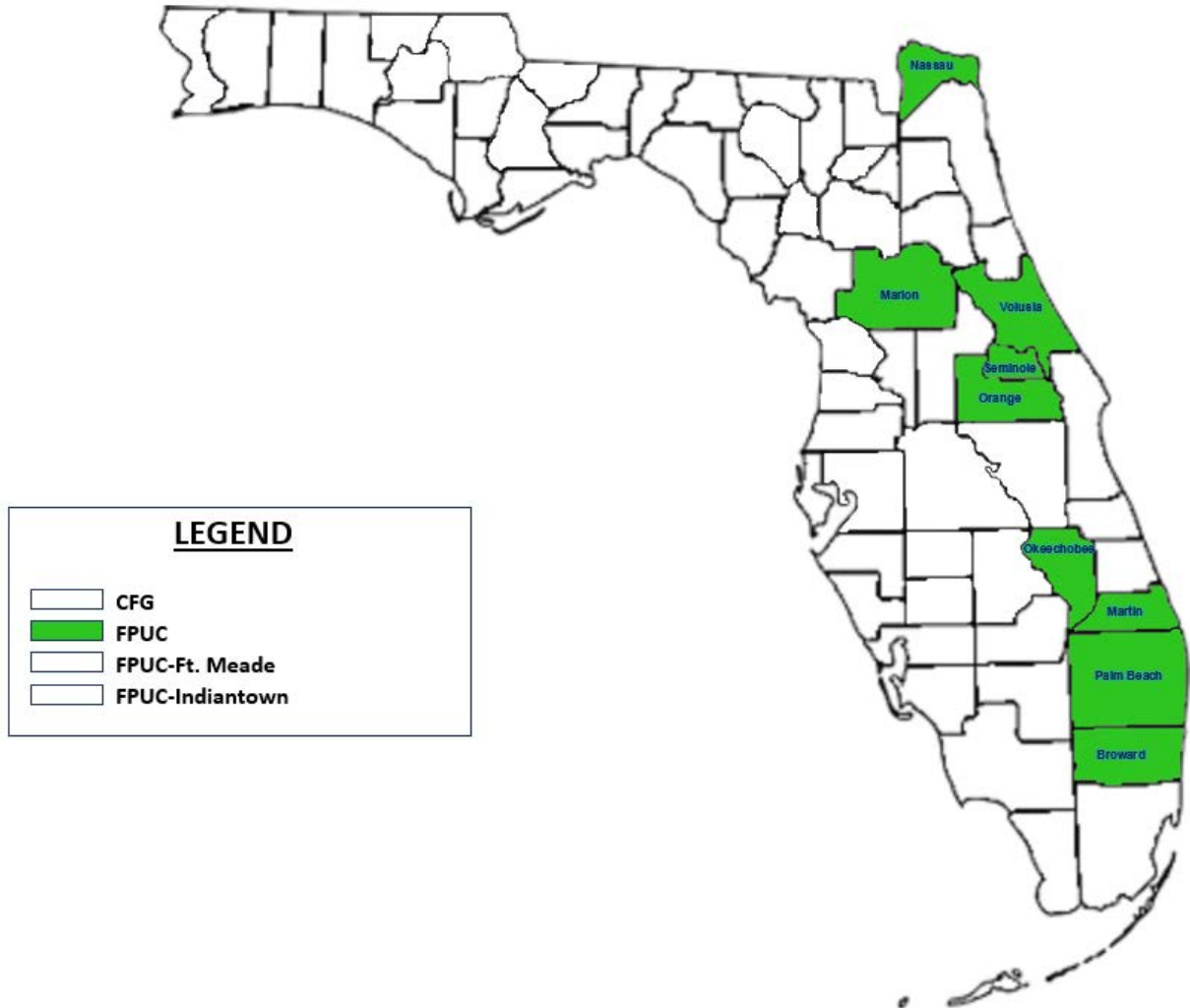
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**Ft. Meade Service Area Map**



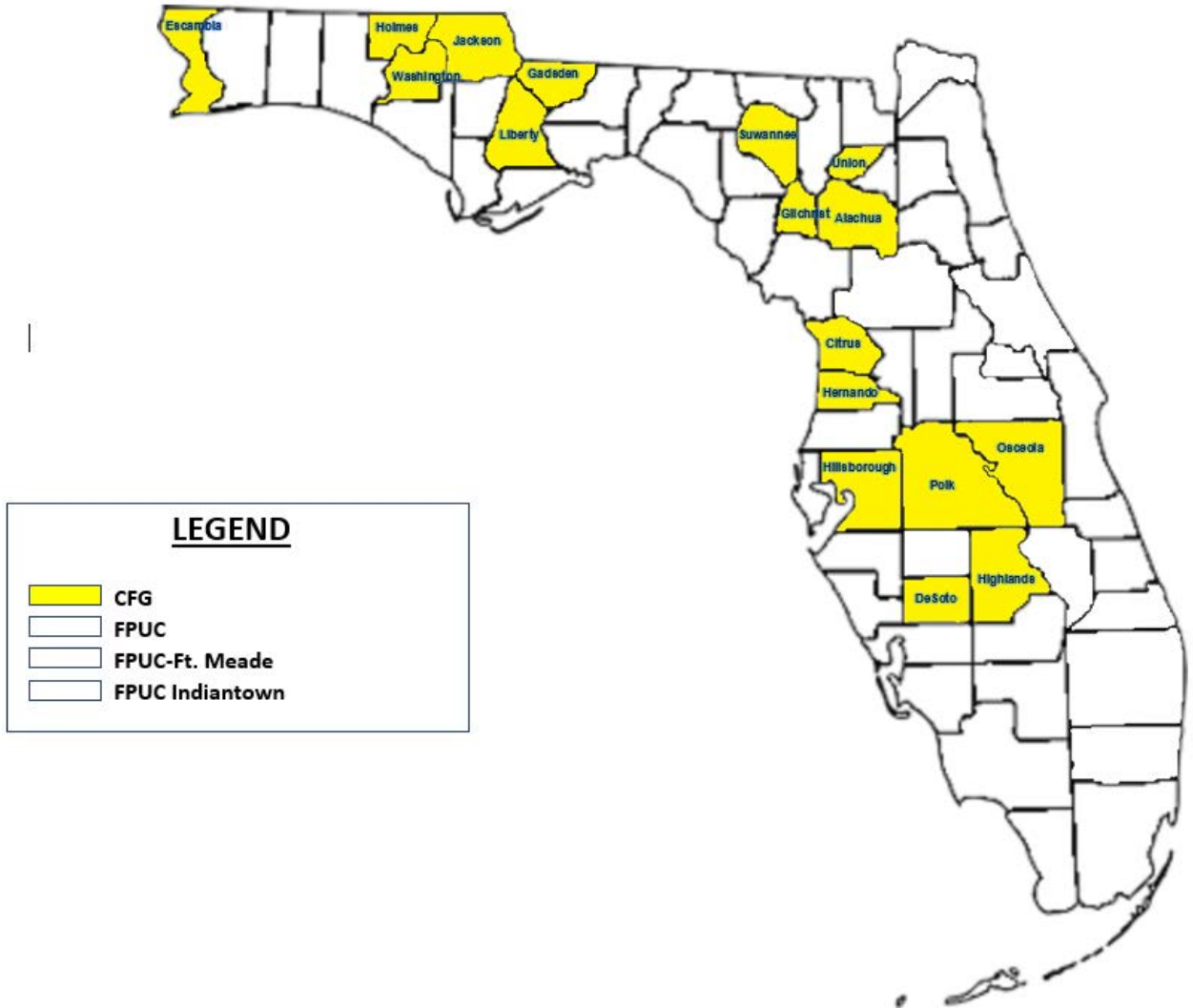
***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

**FPUC Service Area Map**



***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

**CFG Service Area Map**



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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

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**Counties and Communities Served**

**Indiantown:**

Counties

Martin

Communities

Indiantown  
Unincorporated Martin County

**Ft. Meade:**

Counties

Polk

Communities

Ft. Meade  
Unincorporated Polk County

**FPUC:**

Counties

Broward

Communities

Coconut Creek  
Cooper City  
Coral Springs  
Davie  
Deerfield Beach  
Ft. Lauderdale  
Hillsboro Beach  
Hollywood  
Lauderdale Lakes  
Lauderhill  
Lighthouse Point  
Oakland Park  
Parkland  
Pembroke Pines  
Plantation  
Sunrise  
Tamarac  
Weston  
Unincorporated Broward County

Marion

Dunnellon  
Ocala  
Unincorporated Marion County

Martin

Hobe Sound

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

---

**FPUC Continued:**

Counties

Communities

	Jupiter Island
	Palm City
	Sewells Point
	Stuart
	Unincorporated Martin County
Nassau	Bryceville
	Callahan
	Hilliard
	Fernandina Beach
	Yulee
	Unincorporated Nassau County
Okeechobee	Okeechobee
	Unincorporated Okeechobee County
Orange	Apopka
	Maitland
	Oakland
	Ocoee
	Orlando
	Winter Garden
	Winter Park
	Unincorporated Orange County
Palm Beach	Atlantis
	Belle Glade
	Boca Raton
	Boynton Beach
	Briny Breezes
	Cloud Lake
	Delray Beach
	Glen Ridge
	Golfview

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

---

**FPUC Continued:**

Counties

Communities

	Greenacres
	Gulf Stream
	Haverhill
	Highland Beach
	Hypoluxo
	Juno Beach
	Jupiter
	Jupiter Inlet
	Lake Clarke Shores
	Lake Park
	Lake Worth
	Lantana
	Loxahatchee Groves
	Manalapan
	Mangonia Park
	North Palm Beach
	Ocean Ridge
	Pahokee
	Palm Beach
	Palm Beach Gardens
	Palm Beach Shores
	Palm Springs
	Riviera Beach
	Royal Palm Beach
	South Bay
	South Palm Beach
	Tequesta
	Village of Golf
	Wellington
	West Palm Beach
	Westlake
	Unincorporated Palm Beach
Seminole	Altamonte Springs

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

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**FPUC Continued:**

Counties

Communities

Seminole County Continued

Lake Mary

Longwood

Oviedo

Sanford

Winter Springs

Unincorporated Seminole County

Volusia

City of Oak Hill

Daytona Beach

Debary

Deland

Deltona

Edgewater

Lake Helen

New Smyrna Beach

Orange City

Ormond Beach

Port Orange

South Daytona Beach

Town of Ponce Inlet

Unincorporated Volusia County

**CFG:**

Counties

Communities

Alachua

Alachua

Archer

Gainesville

High Springs

Newberry

Citrus

Crystal River

Hernando

***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

**CFG Continued:**

Counties

Communities

Citrus County Continued

Homosassa  
Inverness  
Lecanto  
Unincorporated Citrus County

DeSoto

Arcadia  
Unincorporated DeSoto County

Escambia

Unincorporated Escambia County

Gadsden

Quincy  
Unincorporated Gadsden County

Gilchrist

Trenton  
Unincorporated Gilchrist County

Hernando

Brooksville  
Unincorporated Hernando County

Highlands

Unincorporated Highlands County

Hillsborough

Lithia  
Plant City  
Unincorporated Hillsborough County

Holmes

Bonifay  
Unincorporated Holmes County

Jackson

Alford  
Bascom  
Cottondale  
Greenwood  
Malone



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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

---

**CFG Continued:**

Counties

Communities

Jackson County Continued

Marianna  
Unincorporated Jackson County

Liberty

Bristol  
Unincorporated Liberty County

Osceola

Celebration  
Champions Gate  
Kissimmee  
St. Cloud  
Unincorporated Osceola County

Polk

Auburndale  
Bartow  
Baseball City  
Davenport  
Dundee  
Eagle Lake  
Ft. Meade  
Haines City  
Highland City  
Lake Alfred  
Lake Hamilton  
Lake Wales  
Lakeland  
Loughman  
Mountain Lake  
Mulberry  
Nichols  
Polk City  
Waverly  
Winter Haven  
Unincorporated Polk County

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

---

**CFG Continued:**

Counties

Suwannee

Union

Washington

Communities

Unincorporated Suwannee County

Unincorporated Union County

Unincorporated Washington County

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***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -  
CONTINUED***

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RESERVED FOR FUTURE USE

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***TECHNICAL TERMS AND ABBREVIATIONS***

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When used in Rules and Regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below.

Agent. A contractually authorized Marketer or Designee of Customer under these Rules and Regulations.

Aggregated Transportation Service. Transportation Service provided by Company to those Customers assigned to the applicable Customer Pool wherein the authorized Pool Manager causes Gas to be delivered to Company for transportation to the Customer Accounts.

Aggregated Transportation Service Agreement. An agreement between the Company and the authorized Pool Manager establishing terms and conditions for the management of a TTS or CI Customer Pool.

Alert Day. Any Gas Day where Company notifies, Customer, Pool Manager, or Shipper's Designee of restrictions on the deliveries of Gas within certain specified tolerances.

Alternate Fuel. Any source of energy other than Gas delivered through Company's distribution facilities.

Application for Service. A request for service made to the Company by a prospective Customer. Applications for residential service may be made by telephone or in writing. An application for any other class of service offered by the Company shall be submitted in writing on Company's Natural Gas Service Agreement.

Atmospheric Pressure. Fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in Atmospheric Pressure from time to time.

British Thermal Unit (Btu). The quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

Business Day. The weekdays Monday through Friday, exclusive of federal banking holidays, unless notified otherwise.

CI Cycle Read Pool. That group of certain Indiantown, Florida Public Utilities, and Florida Public Utilities – Ft. Meade Non-residential Aggregated Transportation Service Customers who have, (i) executed a Letter of Authorization with a Company-approved Pool Manager to utilize Transportation Service through an aggregated Customer Pool and (ii) who have field meters that are "manually" read by the Company on a scheduled monthly cycle, once per month.

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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CI Daily Read Pool. That group of certain Central Florida Gas, Indiantown, Florida Public Utilities, and Florida Public Utilities – Ft. Meade Non-residential Aggregated Transportation Service Customers who have (i) executed a Letter of Authorization with a Company-approved Pool Manager to utilize Transportation Service through an aggregated Customer Pool, and (ii) who have RTU and/or MTU measurement that is downloaded daily by the Company.

Company. Florida Division of Chesapeake Utilities Corporation, a Delaware Corporation, d/b/a Central Florida Gas, Florida Public Utilities Company, Florida Public Utilities Company – Ft. Meade Division, and or Florida Public Utilities Company - Indiantown Division acting through its duly authorized officers or employees within the scope of their respective duties.

Company Delivery Point or Company Point of Delivery.

The point at the interconnection between the facilities of Company and a Customer at which the Gas leaves the outlet side of Company's custody transfer point and enters the Customer's installation.

Company Operating Units. The Company's FPUC Indiantown Division, FPUC Ft. Meade Division, FPUC Company operations areas, and CFG Company operations areas inclusive of those counties and communities served and identified individually in Section 4, Maps and Communities Served in this Tariff.

Company Receipt Point. The point at the connection of the facilities of Transportation Service Provider and Company at which the Gas leaves the outlet side of Transportation Service Provider's custody transfer point and enters the Company's facilities.

Company's Regulated Sales Service Pool. The group of Ft. Meade and FPUC Customers who purchase their Gas supply directly from the Company and pays the Company's Purchased Gas Cost Recovery Factor listed in this Tariff.

Cubic Foot of Gas. For purposes of measurement herein shall be determined as follows:

- a. When Gas is metered at the Standard Delivery Pressure, a Cubic Foot of Gas shall be defined as the specific volume of gas which, and pressure existing in the Meter, occupies one (1) cubic foot.
- b. When Gas is metered at other than the Standard Delivery Pressure, a Cubic Foot of Gas shall be defined as the volume of Gas which, at a Flowing Temperature of sixty degrees Fahrenheit (60°F.), and at an absolute pressure of 14.73 pounds per square inch, occupies one cubic foot.
- c. Where measurement is by means of orifice Meters, volumes shall be computed in

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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Cubic Foot of Gas continued

accordance with the joint Bureau of Standards, AGA A.S.M.E. specifications published April, 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association as amended or revised from time to time.

Customer. Any person, business, or other legal entity receiving natural gas distribution service, transportation service, or other service specific in this Tariff.

Customer Installation. Customer owned facilities, located on the outlet side of the Company's Delivery Point, constructed to receive gas service from Company.

Customer Pool. The group of Customers who are collectively served by a Company-authorized Pool Manager(s) in accordance with the applicable provisions of the Company's Aggregated Transportation Service program(s).

Curtailement. The suspension of gas service provided by Company to affected Customers, in accordance with the provisions of the Company's end use Curtailement plan, as amended from time to time, on file with the FPSC.

Daily Capacity (release) Quantity (DCQ). The quantity, in Dekatherms, of Transportation Service Provider pipeline capacity to be released to Customer's Pool Manager and Pool Manager is required to acquire for delivery by Pool Manager to the Company on a daily basis.

Daily Delivered Capacity (release) Variance (DDCV). The quantity of capacity, if any, each Pool Manager must deliver that is in addition to the quantity of firm capacity released by the Company to Pool Manager to meet Pool Manager's Customer Pool's aggregated Daily Demand Requirement i.e., the mathematical difference between each Pool Manager's specific Customer Pool's aggregated Daily Demand Requirement and Pool Manager's aggregated Daily Capacity (release) Quantity.

Daily Demand Requirement (DDR). The total demand requirement for any given day of all Customers participating in a Customer Pool. Calculated by the Company on a Monthly basis, the DDR is the average of the Customer's billed quantity divided by the number of Days in the then applicable billing period and divided by ten.

Dekatherm (Dkt). 1,000,000 Btu's or ten (10) Therms.

FAC. Florida Administrative Code.

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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FERC. Federal Energy Regulatory Commission.

Flowing Temperature. The arithmetical average of the temperature of the gas flowing through the Meters as recorded by a recording thermometer installed at the point of measurement. Where such installation is not provided, the Flowing Temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.

FPSC. Florida Public Service Commission.

Gas. Natural Gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Gas Day. A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

Gas Month. A period beginning 9:00 a.m. Central Clock Time on the first Day of a calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the succeeding calendar Month.

Gas Service Facilities. The Service Line, Meter, regulator, and all appurtenances thereto necessary to convey Gas from the Company's Main to the Company's Delivery Point.

Letter of Authorization (“LOA”). An agreement executed by Customer and Customer's selected Pool Manager, and submitted to the Company, which i) authorizes Company to assign Customer to its selected Pool Manager's Customer Pool, ii) affirms Customer acceptance of Company's Tariff provisions, and iii) affirms Pool Manager's acceptance of Company's Tariff provisions.

Main. The pipe and appurtenances installed in an area to convey Gas to other Mains or to gas service Facilities.

Maximum Allowable Construction Cost (MACC). The maximum capital cost to be incurred by the Company for an extension of facilities. The MACC shall equal six (6) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.

Maximum Allowable Operating Pressure (MAOP). The maximum pressure, in pounds per square inch gauge (p.s.i.g.), allowed by applicable code, regulation, or product specification, or the operation of any specific portion of Company's distribution system.

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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Maximum Daily Transportation Quantity (MDTQ). The maximum quantity of Gas that the Company is obligated to transport and make available for delivery to a Customer or Pool Manager under any applicable Transportation Service Agreement for Transportation Service on any one Day.

Meter. Any device or instrument for measuring and indicating or recording the volume of Gas passing through it.

MMBtu. 1,000,000 Btus, deemed equivalent to one Dekatherm (Dkt).

Month. The period between any two (2) regular readings of Company's Meters at approximately thirty (30) Day intervals.

Monthly Imbalance Quantity. The operational imbalance amount for a billing period for an individual Customer or group of Customers in a Customer Pool.

Nomination. A request by a Customer, Pool Manager, or Shipper's Designee to a Transportation Service Provider and Company for receipt and delivery of a physical quantity of Gas pursuant to Transportation Service Providers' and or Company's Tariff.

Operational Flow Order. Any Gas Day where Company notifies Customer, Pool Manager, or Shipper's Designee of conditions that could threaten the safe operation or system integrity of the Transportation Service Provider and / or Company or where Customer's, Pool Manager's, or Shipper's Designee's Gas deliveries are required to be within certain specified hourly or daily Gas flow quantities.

Pool Manager. An entity, authorized in accordance to the provisions of this FPSC-approved Tariff, that provides gas supply, Transportation Service Provider pipeline capacity management and other related services for those Customers receiving service under the Company's Aggregated Transportation Service program(s).

Primary Delivery Point(s). Delivery Point(s) listed in Customer's Transportation Service Agreement, or Pool Manager's Aggregated Transportation Service Agreement.

Primary Receipt Point(s). Point(s) of Receipt listed in Customer's Transportation Agreement or Pool Manager's Aggregated Transportation Service Agreement.

Receipt Point. The point at the interconnection between the facilities of the Transportation Service Provider(s) and upstream system at which the Gas enters the facilities of the Transportation Service Provider(s).



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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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Relinquishment. The release of firm capacity right(s) pursuant to the Rules and Regulations in this Natural Gas Tariff and FERC rules.

Request for Gas Sales or Transportation Service. Company's Natural Gas Service Agreement which, when properly executed by a prospective Customer, requests Gas Service from the Company.

Retainage. A percentage of Customer's or Customer's Agent's Gas that Company is allowed to retain for Gas shrinkage at no cost to Company.

Service Line. All piping between the Main tap up to and including the first valve or fitting of the Meter or regulator setting.

Shipper. Customer or Pool Manager who has executed a Transportation Service Agreement or an Aggregated Transportation Service Agreement, and who has acquired capacity with a Transportation Service Provider.

Shipper's Designee. A contractually authorized Marketer or Agent of an Individual Transportation Service Customer or CFG Off-system Delivery Point Operator Service Customer under these Rules and Regulations who is appointed by Customer and approved by Company to perform the obligations of an ITS and CFG OS-DPO Customer or Pool Manager on the Company's system such as invoicing and payment, nominations, monthly imbalance resolution or operator order responsibility.

Standard Delivery Pressure. Gas delivered at Standard Delivery Pressure may vary from three (3) inches to fifteen (15) inches of water column. No adjustment will be made for variation from the normal Atmospheric Pressure at the Customer's Meter.

Sub-metering. The practice of installing additional metering equipment beyond the Company installed utility Meter.

Therm. A unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

Total Heating Value. The number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32°F.) and under standard gravitational force (acceleration 980.665 centimeters per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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Total Heating Value continued

the water formed by combustion is condensed to the liquid state.

Company will determine a monthly average heating value of natural gas to be effective as of the first Day of each Month. Said monthly average heating value will be in effect on a calendar Month basis. It will reflect the average monthly heating value of the natural gas delivered to Company during the immediately preceding calendar Month.

Transportation Service. The service provided by Company where Customer-owned Gas is received by Company from a Transportation Service Provider at the Company Receipt Point(s), transported through Company's distribution system, and delivered by Company at the Company's Delivery Points to Customer.

Transportation Service Agreement. The fully executed Transportation Service Agreement or Contract Transportation Service Agreement between Company and Customer.

Transportation Service Provider. Any interstate pipeline, intrastate pipeline, or local distribution company that transports Gas to Company's Receipt Point(s).

Transportation Service Provider Delivery Point(s). The point at the connection of the facilities of Transportation Service Provider, at which the gas leaves the outlet side of the measuring equipment of Transportation Service Provider and enters an off-system facility.

Upstream Pipeline Capacity Costs. Expenses incurred by the Company including but not limited to reservation, demand, usage, commodity, fuel, and applicable fuel charges incurred by the Company as a result of Company's contractual arrangements with Transportation Service Provider(s).

Working Day. Shall have the same meaning as Business Day, previously defined herein.

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***TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***INDEX OF RULES AND REGULATIONS***

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<b>A. CLASSIFICATION OF CUSTOMERS, POOL MANAGERS, AND SERVICES</b>	<b>6.025</b>
<b>B. SERVICE REQUESTS</b>	<b>6.050</b>
<b>C. DEPOSITS AND SECURITY</b>	<b>6.075</b>
<b>D. CUSTOMER'S INSTALLATION</b>	<b>6.100</b>
<b>E. SERVICE CONNECTIONS</b>	<b>6.125</b>
<b>F. FACILITY EXTENSIONS</b>	<b>6.150</b>
<b>G. METERING</b>	<b>6.175</b>
<b>H. MEASUREMENT</b>	<b>6.200</b>
<b>I. ASSIGNMENT OF RATE SCHEDULES</b>	<b>6.225</b>
<b>J. BILLING AND COLLECTING</b>	<b>6.250</b>
<b>K. OBLIGATIONS OF COMPANY AND CUSTOMER</b>	<b>6.275</b>
<b>L. FORCE MAJEURE</b>	<b>6.300</b>
<b>M. DISCONTINUANCE OF SERVICE</b>	<b>6.325</b>
<b>N. LIMITATIONS OF SUPPLY</b>	<b>6.350</b>
<b>O. MISCELLANEOUS SERVICE CHARGES</b>	<b>6.375</b>
<b>P. MEASURING CUSTOMER SERVICE</b>	<b>6.400</b>
<b>Q. WARRANTY, CONTROL, AND INDEMNIFICATION</b>	<b>6.425</b>
<b>R. TRANSPORTATION SERVICES</b>	<b>6.450</b>
<b>S. AUTHORIZED POOL MANAGER</b>	<b>6.475</b>
<b>T. CUSTOMER'S AGENT OR SHIPPER'S DESIGNEE</b>	<b>6.500</b>
<b>U. ASSIGNMENT OR SELECTION OF POOL MANAGER</b>	<b>6.525</b>
<b>V. INITIATION OF TRANSPORTATION SERVICE</b>	<b>6.550</b>
<b>W. CAPACITY ASSIGNMENT AND RECALL</b>	<b>6.575</b>
<b>X. NOMINATIONS AND SCHEDULING</b>	<b>6.600</b>
<b>Y. OPERATIONAL CONTROLS</b>	<b>6.625</b>
<b>YY. IMBALANCE RESOLUTION</b>	<b>6.650</b>
<b>Z. MUTUALLY BENEFICIAL TRANSACTIONS</b>	<b>6.675</b>
<b>ZZ. TERMINATION OF POOL MANAGER STATUS</b>	<b>6.700</b>

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***RULES AND REGULATIONS***

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**A. CLASSIFICATION OF CUSTOMERS, POOL MANAGERS, AND SERVICES**

1. Classification of Customers:

a. Residential Customers:

Applies to Customers receiving gas service from the Company for use in a single-family dwelling or building, or in an individual flat, apartment or condominium unit in a multiple family dwelling or building or portion thereof occupied as the home, residence or sleeping place of one or more persons. Also applies to Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowner associations subject to the following criteria:

- i. 100% of the Gas is used exclusively for the co-owner's benefit.
- ii. None of the Gas is used in any endeavor that sells or rents a commodity or provides a service for a fee or otherwise engages in a commercial or Industrial enterprise.
- iii. Each Customer premise is separately metered and billed.
- iv. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

b. Commercial Customers:

Applies to Customers receiving gas service from the Company engaged in selling, warehousing or distributing a commodity, product or service in some business activity or in a profession, or in some other form of economic or social activity (offices, stores, clubs, hotels, etc.)

c. Industrial Customers:

Applies to Customers receiving gas service from the Company engaged in a process which creates a product or changes raw or unfinished materials into another form of product, or which involves the extraction of a raw material from the earth (factories, mills, distilleries, machine shops, wells, refineries, plants, etc.).

d. Natural Gas Vehicle Customers:

Non-Residential Customers receiving gas service through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers.

e. Special Purpose Customers:

Customers receive gas service from the Company that do not meet the definition for any of the above Customer Classifications.

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***RULES AND REGULATIONS - CONTINUED***

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- f. Alternate Fuel Customers:

Applies to any Commercial or Industrial Customer whose annual metered gas volume exceeds 25,000 Therms, and who has the continuing capability to utilize an Alternate Fuel which displaces natural Gas delivered by the Company. Alternate Fuel Customers shall, by a contract in writing, provide from time to time, sufficient evidence of the Alternate Fuel price to warrant an adjustment in the Company's rate for the Rate Schedule under which the Customer receives gas service. In all cases where continuous operation of a Customer's facility is necessary, the Alternate Fuel Customers shall, continuously maintain the capability to utilize a supply of Alternate Fuel of sufficient quantity to allow the Curtailment of Gas service without adversely impacting Customer's operation.
  - g. Interruptible Customers:

At the sole option of the Company, a Customer, with or without Alternate Fuel capabilities, whose annual metered Gas Volume exceeds 25,000 Therms, and who, by contract in writing, agrees to periodically interrupt their gas service and discontinue operations to the benefit of other distribution system Customers, may be designated an Interruptible Customer. Such Customers may be deemed eligible to receive service under the Company's Contract Transportation Service or Special Contract provisions. The Company's Interruptible rate schedules are closed at this time.
2. Classification of Pool Managers:
- a. TTS Pool Manager:

Any Company-approved Pool Manager that is authorized to deliver Gas to Company's Receipt Point(s), which is subsequently delivered by Company at the Company's Delivery Point(s) to Customers participating in Company's TTS Customer Pools under the Aggregated Transportation Service (ATS) program.
  - b. CI Pool Manager:

Any Company-approved Pool Manager or Shipper Designee that is authorized to deliver Gas to: i) Company's Receipt Point(s), which is subsequently delivered by Company at the Company Delivery Point(s) to Commercial, Industrial, and/or Special Purpose Customers, or ii) a Transportation Service Provider Delivery Point(s) where Company provided the Off-System Delivery Point Operator Service.

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***RULES AND REGULATIONS - CONTINUED***

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3. Classification of Services:

a. Regulated Sales Service – Ft. Meade and FPUC:

Gas sales made by the Company through Company's Purchased Gas Cost Recovery mechanism. This service is required for all Residential Customers located in Ft. Meade and FPUC service areas and is optional for all Non-Residential Customers in Ft. Meade and FPUC service areas. This service is not available to Customers located in Company's Indiantown and CFG service areas.

b. Transportation Service:

Transportation Service required for all Indiantown and CFG Customers and optional for all Ft. Meade and FPUC Non-Residential Customers. Transportation Services will be provided under Company's Individual Transportation Service or Aggregated Transportation Service Program(s), in accordance with the Rules and Regulations set forth in this Tariff.

i. Individual Transportation Service:

1. Individual Transportation Service is available to Customers who are served under Company's CTS and FGS rate schedules, Special Contract Customers, Indiantown Customers who consume greater than 25,000 Therms, on a calendar year basis, and Indiantown Customers receiving service under the Indiantown's Rate Schedule Transportation Service - NGV. Individual Transportation Service Customers are required to execute a Transportation Service Agreement, or the applicable Contract Transportation Service Agreement or Flexible Gas Service Agreement with the Company.

ii. Aggregated Transportation Service:

1. CI Service

Unless otherwise authorized by Company, all Indiantown Non-Residential Customers and CFG Non-Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s). All Ft. Meade and FPUC Non-Residential Customers shall have the option of utilizing a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s) or purchasing Gas from Company's Regulated Sales Service Pool.

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***RULES AND REGULATIONS - CONTINUED***

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2. TTS Service

Unless otherwise authorized by Company, all Indiantown and CFG Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

c. Contract Transportation Service (CTS):

Transportation Service provided to a Customer that has Alternate Fuel or physical or economical bypass capabilities and that:

- i. Meets the minimum annual threshold of 25,000 Therms of required Gas supply;
- ii. Has executed a CTS Affidavit and Contract Transportation Service Agreement which is accepted by the Company; and
- iii. Company may periodically adjust its Tariff rates for gas service to compete with Customers' Alternative Fuel pricing or bypass alternative as provided in the CTS Rider, the Rules and Regulations set forth in this Tariff, and other approved Rule or Regulations of the Company, as applicable. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.900-7.922, may also apply.

d. Special Contract Service (SCS):

Transportation Service provided to a Customer, at the sole option of the Company pursuant to Florida Public Service Commission Rule 25-9.034, FAC, where the rates, terms and conditions for service may be different than those set forth in the Company's approved Tariff. All SCS Customers shall enter into a Special Contract Agreement with the Company, which is subject to the approval of the FPSC.

e. Shipper of Last Resort Service (SOLR):

In the event all TTS Pool Managers are terminated, the Company shall perform all TTS Pool Manager functions as defined in this Tariff. The SOLR service will be provided in accordance with the Rules and Regulations set forth in this Tariff, the term and conditions of the TTS Pool Manager Agreement, and other approved rules or regulations of the Company. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.900-7.922, may also apply. The Company shall provide this service to Customers until a replacement TTS Pool Manager is selected.



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***RULES AND REGULATIONS - CONTINUED***

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f. Flexible Gas Service (FGS):

This service is available at the Company's option to Customers meeting the applicability standards which include i) the Customer must demonstrate to the Company that Customer has a viable economic energy alternative including verifiable documentation of Customer's energy alternative; and ii) the Company must demonstrate that this new Customer will not cause any additional costs to, or cross-subsidization by, the Company's other rate classes. The Company is under no obligation to grant service under this Tariff.

g. Off System Sales Service (OSSS-1):

Interruptible Natural Gas delivered by Company to any person not connected to Company's distribution system. Customer and Company shall rely on measurement made by the Transportation Service Provider. Unless curtailed, all Nominations to Customer's Transportation Service Provider Pipeline Delivery Point shall be considered to have been made by the Transportation Service Provider. Off-System Sales include i) intrastate and interstate pipeline capacity releases made by the Company, ii) commodity sales made by the Company, and / or iii) delivered sales made by the Company. Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's costs recovered through the Company's Purchase Gas Cost Recovery Clause.

h. Pool Manager Services:

i. Shipper Administrative and Billing Service (SABS):

Administrative and billing service provided to a Pool Manager under the SABS rate schedule, in accordance with the Rules and Regulations and Agreements set forth in this Tariff. The Company shall provide the following services to Pool Managers under the SABS; i) reading of Customer's Meters, ii) provision of Customer projected monthly usage information, along with Transportation Service Provider capacity quantity to be released to Pool Manager, iii) provision of Customer usage information to Pool Manager each Month, iv) retention of Customer's historical usage information, v) LOA retention and administration, vi) receipt and administration of Pool Manager's Gas rates for Customer billing, vii) calculation and presentation of Pool Manager's gas billing charges on Company's monthly bill or, at Company's sole option, on a separate bill to Customer, viii) collection and application of Customer payments for Pool Manager's Gas billing charges, ix) remittance of Customer payments for Pool Manager's gas billing charges to Pool Manager, net of Pool Manager's billing charges that are bad debt write-

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***RULES AND REGULATIONS - CONTINUED***

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Shipper Administrative and Billing Service (SABS) Continued

offs and recovery of said bad debts, the SABS Tariff-approved charges and other applicable charges and adjustments, and x) other services as the Company may determine necessary to administer Gas deliveries by Pool Managers to Customers. This service is required for TTS Pool Managers and is not available to CI Pool Managers. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.900-7.922, may also apply.

ii. Shipper Administrative Service (SAS):

Administrative service provided to a Pool Manager under the SAS rate schedule, in accordance with the Rules and Regulations set forth in this Tariff. The Company shall provide the following services to Pool Managers under the SAS; i) reading of Customer's Meters, ii) provision of Customer projected monthly usage information, along with Transportation Service Provider capacity quantity to be released to Pool Manager, iii) provision of Customer usage information to Pool Manager each Month, iv) retention of Customer's historical usage information, v) Letter of Authorization retention and administration, and vi) other service as the company may determine necessary to administer Gas deliveries by Pool Managers to Customers. This service is required for CI Pool Manager or Customers that have executed an FGS or Special Contract Agreement, as may be negotiated by Company, and is not available to TTS Pool Manager. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.900-7.922, may also apply.

iii. Delivery Point Operator Service (DPO):

Administrative service provided to a Pool Manager by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff. Company shall provide the following services to Pool Managers receiving DPO service; i) receipt and administration of scheduled Gas quantities for Pool Manager's Customer Pool, ii) compilation of measured Gas quantities for Pool Manager's Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provider (difference between scheduled Gas quantities for all Pool Managers and measured Gas quantities at the Company's Receipt Points), using approved book-out and/or cash-out processes of Transportation Service Provider(s), iv) resolution of monthly imbalances with Pool Manager (difference between scheduled Gas quantities and measured Gas quantities for Pool Manager's Customer Pool), in

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***RULES AND REGULATIONS - CONTINUED***

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Delivery Point Operator Service (DPO) Continued

accordance with this Tariff, v) administration of the Operational Balancing Account (“OBA”), in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, and vii) other service as Company may determine necessary to administer Gas deliveries by Shippers to Customers.

iv. Off-System Delivery Point Operator Service (OS-DPO):

Administrative service, in accordance with an executed Off-System Delivery Point Operator Agreement, provided at Company Receipt Point(s) to a Pool Manager by Company, or Company’s agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff, as applicable. Company shall provide the following services to Pool Managers under the OS-DPO Service, i) receipt and administration of scheduled Gas quantities for Pool Manager’s Customer Pool, ii) compilation of measured Gas quantities for Pool Manager’s Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provider (difference between scheduled Gas quantities for all Pool Managers and measured Gas quantities at the Company Receipt Point(s)), using approved book-out and/or cash-out processes of Transportation Service Provider, iv) resolution of monthly imbalances with Pool Manager (difference between scheduled Gas quantities and measured Gas quantities for Pool Manager’s Customer Pool), in accordance with this Tariff, v) administration of the OBA account, in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, in accordance with this Tariff, and vii) other services as Company may determine necessary to administer Gas deliveries by Pool Managers to Customers. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.900-7.922, may also apply. Upon initiation of service, any TTS Pool Manager or CI Pool Manager who has executed an Off-System Delivery Point Operator Agreement will be assigned to the OS-DPO rate schedule.

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***RULES AND REGULATIONS - CONTINUED***

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**B. SERVICE REQUEST**

1. Request for Service:

A prospective Customer may request Service by:

- a. Applications for service may be made by telephone or in writing to the Company.
- b. Applicants for space heating only service shall be required by Company to contribute the cost of providing facilities for such service.

2. Commencement of Service:

Completion of an application or the deposit of any sum of money by the prospective Customer shall not require Company to render Service until the expiration of such time as may be reasonably required by Company to determine if such prospective Customer has fully complied with the provisions of Company's applicable Customer Rules and Regulations and as may reasonably be required by Company to install the required facilities to render Service to such prospective Customer.

3. Withholding of Service:

Company may withhold initiation of service requested by any Customer until such Customer has paid all indebtedness for Service to the Company and such Customer has complied with all applicable Rules and Regulations.

4. Connection and Re-Connection Charge:

Company shall bill the Customer an approved Connection or Re-Connection Charge set forth in the "Miscellaneous Service Charges" section of this Tariff, for initiation or restoration of Service. The Company shall bill the Customer an approved Change of Account Charge for reading the Meter at a premise where there is a change of Customer occupancy.

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***RULES AND REGULATIONS - CONTINUED***

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**C. DEPOSITS AND SECURITY**

Establishment of Credit:

In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

Residential:

1. Furnish a satisfactory guarantor to secure payment of bills for service requested; such guarantor must be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a Residential Customer, whose payment of bills is secured by the guarantor, meets the requirements of this Tariff's "Refund of Deposits" section below. Guarantors providing security for payment of Residential Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or
2. Furnish an irrevocable letter of credit from a bank equal to two (2) Month's average bills; or
3. Furnish a surety bond equal to two (2) Month's average bills; or
4. Pay a cash deposit.

Non-residential:

1. Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a Customer of the Company; or
2. Furnish an irrevocable letter of credit from a bank equal to two (2) Months average bills; or
3. Furnish a surety bond equal to two (2) Month's average bills; or
4. Pay a cash deposit.

Deposit Required:

Unless credit is otherwise established in accordance with this "Deposits and Security" section of the Tariff, the Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes as follows:

- a. For an existing account or premise, the total deposit may not exceed two (2) Months of average actual charges, calculated by adding the monthly charges from the 12-Month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than

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***RULES AND REGULATIONS - CONTINUED***

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Deposit Required Continued

12 Months of actual charges the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of Months available, and multiplying the result by 2.

b. For a new service or premise request, the total deposit may not exceed two (2) Months of projected charges, calculated by the twelve (12) Months of projected charges, dividing this total by twelve (12), and multiplying the result by two (2). Once the new Customer has had continuous service for a twelve (12) Month period, the amount of deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.

c. A Residential Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) Month's for deposit amounts between \$50 and \$150 and three (3) Month's for deposits amounts over \$150, which may be granted at the Company's discretion.

1. Interest on Deposits:

Company shall pay a minimum interest on deposits of two percent (2%) per annum. Two percent (2%) per annum interest will be credited to a Customer's account annually in accordance with the current effective Rules and Regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of qualifying Residential Customers when the Company elects not to refund such a deposit after twenty-three (23) Months.

The Company shall credit annually three percent (3%) per annum on deposits of Non-Residential Customers qualifying for refund under until the Commission sets a new interest rate applicable to the Company. No Customer shall be entitled to receive interest on his deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six Months, then Customer shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

2. Refund of Deposits:

After a Customer has established a satisfactory payment record and has had continuous service for a period of not less than twenty-three (23) Months, at the Company's option, the Company may refund the Residential Customer's deposit and if Company does not refund Residential Customer's deposit, Company shall pay Customer the higher rate of

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***RULES AND REGULATIONS - CONTINUED***

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Refund of Deposits Continued

interest specified in the “Interest on Deposits” section of this Tariff, provided the Customer has not, in the preceding twelve (12) Months: i) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of mailing or delivery by Company), ii) paid with a check refused by a bank, iii) been disconnected for non-payment, iv) tampered with the gas Meter, or, v) used service in a fraudulent or unauthorized manner.

Upon termination of service, the company shall credit the amount of any cash deposit and accrued interest thereon against the final amount due Company from Customer and the balance, if any, shall be returned promptly to the Customer no later than fifteen (15) days after the final bill for service is rendered.

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***RULES AND REGULATIONS - CONTINUED***

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**D. CUSTOMER'S INSTALLATION**

1. General:

Customer's Installation shall be constructed, installed, and maintained in accordance with standard practice as determined by local codes and ordinances, these Rules and Regulations, and other applicable governmental requirements.

2. Inspection of Customer's Installation:

Where governmental inspection of a Customer's Installation is required, Company will not supply service to such installation until the necessary inspections have been made and Company has been authorized to provide service.

Company may also inspect Customer's Installation prior to rendering service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render service to any Customer Installation which Company finds to be hazardous, or in noncompliance with any applicable code, ordinance, regulation, or statute.

Company will withhold or discontinue service to Customer's Gas equipment whenever it finds a hazardous condition or a condition that is in violation of a code, ordinance, regulation or statute governing the installation or use of Gas equipment or Customer's Installation, and service will be rendered or restored only when the hazardous condition or noncompliance has been corrected.

3. Changes in Customer's Installation:

A Customer shall notify Company of any change in Customer's requirements for service and receive authorization from Company prior to making any such change so that Company may be in a position to meet Customer's requirements. Customer will be liable for any damage resulting from violation of this rule.

4. Right of Way:

Customer shall make or procure satisfactory conveyance to Company, of all necessary easements and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the retirement of Company's property upon termination of service.

5. Protection of Company's Property:

Customer shall properly protect Company's property on Customer's premises, and shall permit no one but Company's employees or agents, or persons authorized by law, to have access to Company's piping, Meters, or apparatus. In the event of any loss or damage to Company's property caused by or arising out of carelessness or misuse thereof by



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***RULES AND REGULATIONS - CONTINUED***

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Protection of Company's Property Continued

Customer, Customer shall pay to Company the cost of replacing such loss or repairing such damage. This section does not apply to Customer's check Meter if one is so installed.

6. Operation of Company's Facilities:

No Customer or other person shall, unless authorized by Company to do so, operate or change any of Company's Facilities.

7. Access to Premises:

The Company or its duly authorized agents shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting or removing the Company's property, reading Meters and such other purposes as are incident to rendering or terminating gas service to the Customer. In such performance the Company and its Agents shall not be liable for trespass.

8. Indemnity to Company:

The Customer shall indemnify, hold harmless and defend the Company from and against all liability, proceedings suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the transmission and use of Gas by the Customer at or on the Customer's side of the Company's Delivery Point.

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***RULES AND REGULATIONS - CONTINUED***

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**E. SERVICE CONNECTIONS**

1. Company reserves the right to designate the locations and specifications for the Main line taps, Service Lines, curb cocks, Meters, regulators, and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.
2. Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.
3. The Service Lines, curb cocks, Meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.
4. Company reserves the right to postpone to a more favorable season the extension of Mains and connection of Service Lines during seasons of the year when climatic conditions would cause abnormally high construction costs.

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***RULES AND REGULATIONS - CONTINUED***

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**F. FACILITY EXTENSIONS**

**1. Distribution Facilities Extension Policy:**

a. Feasibility Assessment:

Prior to any extension of distribution facilities for the purpose of providing service to one or more Customer premises, the Company shall assess the economic feasibility of its capital investments for each proposed extension of facilities. For the purposes of this policy, distribution facilities shall mean: Mains, Service Lines, land rights, City Gate stations, district regulator stations, Meters, regulators, other materials and appurtenances, including the installation of such facilities.

b. Security for Expansion Projects:

Notwithstanding the provisions in Section C - Deposits and Security of this Tariff and application of security under this Section 1.b. is in lieu of the requirements in Section d.ii. below and upon the execution of a CTS or FGS Service Agreement, or Special Contract between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the distribution or transportation charges payable by Customer.

c. Maximum Allowable Construction Cost: The maximum capital cost to be incurred by the company for an extension of facilities shall be defined as the Maximum Allowable Construction Cost (MACC). The MACC shall equal the estimated annual service revenues to be derived from the distribution facilities multiplied by six (6).

d. Distribution Facilities Extension Options:

i. Free Extensions:

The Company shall extend its distribution facilities to serve prospective Customer premises at no cost where the capital investment for such extension does not exceed the MACC.

ii. Advance in Aid of Construction:

Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Customer(s) or other person, such as a real estate developer, governmental entity, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference

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***RULES AND REGULATIONS - CONTINUED***

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Advance in Aid of Construction Continued

between the estimated capital investment and the MACC. The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

1. Company at the option of the Depositor shall:
  - a. At the end of the initial year of service refund to the Depositor or his assigns an amount equal to the excess, if any, by which six times that year's actual gas revenues, less actual cost of gas, exceeds the allowable construction cost used to determine the amount of the advance in aid or construction; or
  - b. At the end of the initial four years of service refund to the Depositor, or his assigns, an amount equal to the excess, if any, by which gas revenues less the actual cost of gas for those four years exceeds the allowable construction cost used to determine the amount of the advance in aid of construction.

Refund option shall be determined by Depositor and so stated on the agreement to be executed at the time contribution is received by Company.

2. For each additional Customer taking service at any point on a Main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Customer, provided that an additional Main extension shall not have been necessary to serve such additional Customer.
3. The aggregate refund to any Depositor made through the above provisions shall not exceed the original Advance of such Depositor.

The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

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***RULES AND REGULATIONS - CONTINUED***

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e. Area Extension Program:

i. Initial AEP Charge:

The Initial AEP Surcharge applicable to each Customer shall be expressed as a fixed monthly dollar amount and shall be calculated by rate schedule classification according to the following formulas:

$$\text{Unitized AEP Recovery Amount} = \text{AEP Recovery Amount} / \text{Total estimated number of Therms subject to surcharge}$$

Calculation of fixed dollar surcharge applicable to rate schedule classifications:

$$\text{Initial AEP Surcharge} = \text{Unitized AEP Recovery Amount multiplied by the average Monthly usage by rate schedule}$$

The Company shall determine a reasonable Amortization Period over which the AEP recovery amount shall be collected from each premise. The Amortization Period shall apply individually to each premise and shall not exceed 120 Billing Months. For the purposes of the AEP cost recovery, Billing Month shall mean a month in which Company renders a billing statement to an active Customer account for a premise serviced by AEP facilities. In the event a premise serviced by AEP facilities becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Surcharge shall be billed to each Customer premise activating service within the initial five (5) year period following the in-service date of the AEP facilities.

ii. Recalculated AEP Surcharge:

The Recalculated AEP Surcharge applicable to each Customer shall be expressed as a fixed monthly dollar amount and shall be calculated by rate schedule classification according to the following formulas:

$$\text{Unitized Recalculated AEP Recovery Amount} = \text{Recalculated AEP Recovery Amount divided by Total estimated number of therms subject to surcharge}$$

Calculation of Fixed Dollar Surcharge applicable to rate schedule classifications:

$$\text{Recalculated AEP Surcharge} = \text{Unitized Recalculated AEP Recovery Amount multiplied by the Projected Average Monthly Usage by Rate Schedule.}$$

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***RULES AND REGULATIONS - CONTINUED***

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Recalculated AEP Surcharge Continued

The Recalculated AEP Surcharge shall be billed to each Customer premise that received gas service during the initial five (5) year period following the in-service date of the AEP facilities and shall be applicable to any Customer premise initiation service throughout the Amortization Period remaining for the AEP facilities.

For each Customer premise that received gas service during the five (5) year period following the in-service date of the AEP facilities, the Company shall determine the total AEP Recovery Amount collected from the Initial AEP Surcharge during the Billing Months. Such amount shall be compared to the AEP Recovery Amount that would have been recovered for each premise if the Recalculated AEP Surcharge had been in effect over the respective Billing Months for each premise (the "True-up Amount"). A charge or credit for the True-up Amount shall be rendered by the Company to each premise within sixty (60) days of the end of the five (5) year period following the in-service date of an AEP extension of facilities.

iii. Taxes and Adjustments:

The AEP Surcharge shall be deemed revenue from Gas sales and Transportation Services and as such be subject to all applicable taxes and fees assessed by duly authorized governmental authorities.

iv. Other Terms and Conditions:

Should the AEP facilities be extended to provide service to new or additional Customers, these new or additional Customers will be subject to the effective AEP surcharge(s) and should the cost to install said extension(s) be less than the MACC the excess estimated revenue shall be credited to the applicable AEP Recovery Amount.

The terms and conditions set forth herein shall be in addition to the terms and conditions set forth on the applicable rate schedule(s) under which the Customer(s) receive gas service.

f. Service Extensions from Existing Mains:

The Company shall extend service facilities connecting a Customer premise to an existing Main, where the Company's capital investment to install the service does not exceed the MACC. Where the service extension capital investment exceeds the

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***RULES AND REGULATIONS - CONTINUED***

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Service Extensions from Existing Mains Continued

MACC, the Customer shall pay to the Company a non-refundable amount equal to the difference between the MACC and the estimated capital cost of the service extension.

g. Temporary Service:

In the case of temporary service for short-term use, Company may require Customer to pay all costs of making the service connection and removing the material after service has been discontinued, or to pay a fixed amount in advance to cover such expense; provided, however, that Customer shall be credited with reasonable salvage realized by Company when service is terminated.

h. Relocation of Distribution Facilities:

When alterations or additions to structures or improvements on premises to which Company provides service necessitate the relocation of Company's distribution facilities, or when such relocation is requested by Customer for any reason, Customer may be required to reimburse Company for all or any part of the costs incurred by Company in the performance of such relocation.

i. Ownership of Property:

The Company shall own, operate, and maintain all service pipes, regulators, vents, Meters, Meter connections, valves, and other apparatus from Company Mains to the outlet side of the Meter and shall have a perpetual right of ingress and egress thereto.

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***RULES AND REGULATIONS - CONTINUED***

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**G. METERING**

1. Use of Meters and Measuring Equipment:

- a. The Company shall provide, install, and properly maintain at its own expense such Meter or Meters, recording devices and metering equipment necessary to measure the quantity of Gas used by the Customer. Customer will safeguard Company's equipment and facilities located on Customer's property and will not permit unauthorized persons to operate or alter such Company-owned or controlled equipment or facilities in any manner.
- b. The Customer, upon thirty (30) days-notice to Company, may install, maintain and operate at Customer's expense such check measuring equipment on Customer's Installation as desired provided that such equipment shall be so installed as not to interfere with the safe and efficient operation of Company's equipment. No Gas shall be Sub-metered or further distributed by Customer for purpose of resale unless approved by Company or the FPSC.
- c. Company may furnish and install such regulating and/or flow control equipment and devices as it deems to be in the best interest of the Customer served, or in the best interest and/or function of the Company's distribution system in general.
- d. Only duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or in any way handle Company's Meters. Only Company's duly authorized agents shall make connections to the Company's system. Unauthorized connections to, or tampering with, the Company's Meter or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of the State of Florida, adjustment of prior bills for service furnished, and reimbursement of the Company for all expenses incurred on Customer's account.

2. Location of Meters:

- a. The Customer shall furnish a convenient, accessible, and safe place in which the Meter and/or other such facilities can be installed, operated, and maintained without charge to Company. This location insofar as practical shall be outside the building and free of
- b. excessive temperature variations or potential causes of damage that might affect Meter operation or accuracy.
- c. If changes in conditions on the Customer's premises adversely affect the convenience, accessibility or safety of the Meter location, the Customer shall be responsible for the



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***RULES AND REGULATIONS - CONTINUED***

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Location of Meters Continued

cost of relocating the Meter, its appurtenances, and related piping to a location meeting the above requirements.

3. Meter Accuracy at Installation:

- a. A gas Meter shall be within plus or minus one percent (1%) of accuracy to be installed for Customer use.
- b. Each Meter removed from service when opened for repairs shall be adjusted to be not more than 1 percent (1%) fast or 1 percent (1%) slow before being reset. If not opened for repairs, the Meter may be reset without adjustment if found to be not more than 1 percent (1%) fast or not more than 1 percent (1%) slow provided the Meter is otherwise in good condition.
- c. No Meter may be installed unless it has been tested within the previous 12 Months and found to be within the accuracy limits established herein.

4. Periodic Meter Tests:

- a. Meters installed will be tested periodically at reasonable intervals and in accordance with Commission Rule 25-7.064 FAC.

5. Meter Test by Request:

- a. Upon written request of a Customer, Company shall, without charge, make a test of the accuracy of the Meter in use at Customer's premise, provide, first that the Meter has not been tested by Company or by the FPSC within twelve (12) Months previous to such request.
- b. Should any Customer request a Meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in accordance with FPSC Rule 25-7.065 FAC.
- c. If the Meter is found to be more than two percent (2%) fast, the deposit shall be refunded, but if below this accuracy limit, the deposit shall be retained by the Company as a service charge for conducting the test.

6. Meter Test – Referee:

- a. In the event of a dispute, upon written application to the FPSC by any Customer, a test of the Company's Meter at Customer's premise shall be made or supervised as soon as practicable by a representative of the FPSC.

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***RULES AND REGULATIONS - CONTINUED***

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Meter Test Referee Continued

- b. The Meter shall in no way be disturbed after the Company has received notice that application has been made for such referee test unless a representative of the FPSC is present or unless authority to do so is first given in writing by the FPSC or by the Customer.
- c. A written report of the results of the test shall be made by the FPSC to the Customer.

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***RULES AND REGULATIONS - CONTINUED***

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**H. MEASUREMENT**

1. Determination of Volume:
  - a. The volume and Total Heating Value of the Gas shall be determined as follows:
  
2. Base Conditions:
  - a. A standard cubic foot for measurement purposed shall be the volume of such cubic foot at the temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 p.s.i.a.
  
  - b. The Average Atmospheric Pressure shall be assumed to be fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) irrespective of actual elevation or location of the point of measurement or of variations in such Atmospheric Pressure from time to time.
  
3. Unit of Volume:
  - a. Subject to the Technical Terms and Abbreviations of this Tariff, the Standard Delivery Pressure shall be 14.98 p.s.i.a. and the Standard Delivery Temperature shall be 60 degrees Fahrenheit.
  
  - b. For purposes of billing computations, a Cubic Foot of Gas shall be that quantity which, at a pressure of 14.98 p.s.i.a. and a temperature of 60 degrees Fahrenheit, occupies one cubic foot.
  
  - c. When deliveries are made at flowing pressures in excess of the Standard Delivery Pressure, metered volumes shall be corrected for such variation through utilization of recorded flowing pressure data, correction devices which are an integral part of the Meter installation, or by correction factors for fixed pressure deliveries.
  
  - d. With respect to Gas delivered at High Pressure, flowing Gas temperature shall be assumed to average 60 degrees Fahrenheit for all measurement, unless Customer and Company agree otherwise. When an assumed Flowing Temperature of 60 degrees Fahrenheit is not used, the temperature shall be determined as the arithmetic average of Flowing Temperatures as recorded by a temperature recorder, if such a recorder is utilized, or through the use of correcting indices or temperature compensating meters, where recording or compensating devices are not installed, the temperature of the Gas shall be assumed to be the climatological 30-year average monthly temperature as established by the nearest National Oceanic and Atmospheric Administration Weather Bureau, and published by the Department of Commerce.

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***RULES AND REGULATIONS - CONTINUED***

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Unit of Volume Continued

- e. Unless determined to be otherwise by a gravity balance, the specific gravity of the flowing Gas shall be assumed to be 0.6.
  - f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for Flowing Temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyle's Law by use of the appropriate super compressibility factor.
4. Billing Unit:
- a. The sales and transportation unit of Gas shall be the Therm, being 100,000 Btu's. The number of Therms billed to Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at 14.98 p.s.i.a. and 60 degrees Fahrenheit, by the Total Heating Value of such Gas and dividing the product by 100,000.
  - b. The Total Heating value of the Gas delivered to Customer shall be determined as that reported periodically by Transportation Service Provider, provided such value is applicable to the Gas delivered to Customer, or such value shall be determined by Company by use of a calorimeter or other instrument suitable for heating value determination. The Total Heating Value shall be corrected to and expressed as that contained in the Unit of Volume addressed on Sheet. No. 30.
5. Pressure:
- a. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain such higher-delivery pressure. Company does not undertake to deliver Gas at a pressure higher than the Standard Delivery Pressure throughout its service areas. Prospective Industrial and large Commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of Company to determine the pressure that Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.
6. Quality of Gas:
- a. All Gas which Customer, Pool Manager, or Shipper's Designee cause to be received by Company at Company's Receipt Point(s) for transportation and delivery by Company shall conform to the quality and heating value specifications set forth herein. In addition to any other remedies available to Company, Company shall have the right to refuse to accept at Transportation Service Provider's Delivery Point(s) any Gas which fails to conform to such quality and heating value specifications.

***RULES AND REGULATIONS - CONTINUED***

Quality of Gas Continued

- b. Gas delivered to the Company’s system from an interconnected pipeline shall be in conformance with the quality specifications as provided for in the Terms and Conditions in the Tariff of that pipeline interconnected to the Company’s distribution system.
- c. Any gas entering the Company’s system at a Company Receipt Point that is not an interconnected pipeline with gas quality specifications set forth in its Tariff, shall be in conformance with the quality specification listed below:

<b><u>Containment/Property</u></b>	<b><u>Unit</u></b>	<b><u>Value</u></b>
Heating Value	BTU/SCF	960-1100
Wobbe Number	BTU/SCF	1250-1400
Carbon Dioxide	CO2 % vol	<2
Oxygen	O2 % vol	<0.2
Nitrogen	N2 % vol	<3
Total inerts	% vol	<4
Hydrogen Sulfide	PPM	<4
Siloxanes	PPM	<1
Total Sulfur	PPM	<78.5
Water	Lbs/MMCF	<7

Gas received at injection receipt points shall be commercially free from hazardous waste, solid or liquid matter, dust, gums, and gum-forming constituents microbiological organisms, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interfere with proper operation of the lines, meters, regulators. The Company reserves the right to waive the quality specifications listed above on a not-unduly discriminatory basis.

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***RULES AND REGULATIONS - CONTINUED***

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**I. ASSIGNMENT OF RATE SCHEDULES**

Customers:

1. Initial Rate Schedule Assignment:

At the time of Meter activation, Company shall estimate the annual usage of Customer (based upon the connected gas consuming appliances or equipment) and shall assign Customer to the applicable rate schedule. Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

2. Rate Schedule Review

Service under any rate schedule is subject to review by the Company or any time at the Customer's request. If reviewed, the Company will determine the annual usage of each Premise at calendar year end and shall assign each Premise under review to the rate schedule that corresponds to the Premise's respective annual Therm usage. Premises with less than twelve months of billing history will not be re-classed into a different rate schedule. Such rate schedule assignments shall be effective with the first billing cycle in April and not more than one change in rates shall be made within any twelve-month period. The Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

Pool Manager / Shipper / Off System Customers:

1. SABS Rate Schedule:

Upon initiation of service, all TTS Pool Managers shall be assigned to the SABS rate schedule.

2. SAS Rate Schedule:

Upon initiation of service, all CI Pool Managers shall be assigned to the SAS rate schedule

3. OS-DPO Rate Schedule – CFG:

Upon initiation of service, any TTS Pool Manager or CI Pool Manager who has executed an Off-System Delivery Point Operator Agreement with Company shall be assigned to the OS-DPO rate schedule.

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***RULES AND REGULATIONS - CONTINUED***

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**J. BILLING AND COLLECTING**

1. Billing:

a. Billing Periods:

Each Customer's Meter will be read at regular intervals and bills will be rendered on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of mailing or delivery by the Company.

When AMR is provided by the Company, the actual date of the AMR reading used for billing purposes for each Customer shall be determined by Company and shall be at monthly intervals, advanced or postponed by no more than five (5) days from the actual read date of the prior calendar Month, and bills for service will be rendered regularly on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of the Company in accordance with the Commission Rules and Regulations, and the requirements of this Section.

b. Partial Month:

Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

c. Non-Receipt of Bills:

Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.

d. Calculation of Bill:

- i. A Meter or Meters at each Company Delivery Point will measure Customer consumption and the Company shall apply appropriate conversion factors (including Btu factor) to determine Customer's usage and the Monthly Rates set forth in the applicable rate schedule shall be applied to determine the amount of Company's bill for service. Each bill regardless of type shall be subject to the applicable taxes and Billing Adjustments identified in this Tariff.

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***RULES AND REGULATIONS - CONTINUED***

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Calculation of Bill Continued

- ii. If a Customer transports under more than one rate schedule, the service rendered under each rate schedule shall be separately metered and separate bills shall be calculated. If a Customer transports under a particular rate schedule but receives delivery thereof at more than a single Company Delivery Point, the Company shall consider such deliveries as separate service and will calculate separate bills.
  
- e. Billing of Pool Manager's Charges:  
The Company shall include TTS Pool Manager's charges, separately identified, on its monthly bill to individual Customers. The Company may, at its sole option, include Pool Manager's charges for other services on Company's monthly bill to Customers.
  
- f. Back Billing:  
The Company may back bill Customer for any period of up to twelve (12) Months for any undercharge in billing which is the result of the Company's error. In such instance, the Company shall allow the Customer to pay over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.
  
- g. Delinquent Bills:  
Bills are due when rendered and are delinquent in accordance with the rules established by Commission Rule 25-7.090.
  
- h. Estimated Bills:  
When there is good reason for doing so, the Company may estimate the Meter reading for billing purposes. In such circumstances, the word "Estimated" shall prominently appear on the bill.
  
- i. Adjustment of Bills for Meter Error:
  - i. Fast Meters:  
Whenever a Meter is found to have an average error of more than two percent (2%) fast, the Company shall refund to the Customer the amount billed in error for one-half the period since the last test, said one-half period not to exceed twelve (12) Months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond, such date, based upon available records. If the Meter has not been tested in accordance with Rule 25-7.064 F.A.C., the period for which it has been in service beyond the regular test period shall be



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***RULES AND REGULATIONS - CONTINUED***

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Fast Meters Continued

added to the twelve (12) Months in computing the refund. The refund shall not include any part of any minimum charge.

ii. Slow Meters:

Except as provided by this sub-section, the Company may back bill in the event that a Meter is found to be slow, non-registering or partially registering. The Company may not back bill for any period greater than twelve (12) Months from the date it removes the Meter of a Customer, which Meter is later found by the Company to be slow, non-registering or partially registering. If it can be ascertained that the Meter was slow, non-registering or partially registering for less than twelve (12) Months prior to removal, then the Company may back bill only for the lesser period of time. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the Company issued the back bill. Nothing in this sub-section shall be construed to limit the application of Subsection vi. below.

- iii. Whenever a Meter tested is found to have an average error of more than two percent (2%) slow, the Company may bill the Customer an amount equal to the unbilled error in accordance with this Subsection. If the Company has required a deposit as permitted under Rule 25-7.065(2) F.A.C., the Customer may be billed only for that portion of the unbilled error that is in excess of the deposit retained by the Company.
- iv. In the event of a non-registering or a partially registering Meter, unless the provisions of Subsection v. below apply, a Customer may be billed on an estimate based on previous bills for similar usage.
- v. It shall be understood that when a Meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge in Subsection i or ii above shall be that percentage of error as determined by the test.
- vi. In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the gas consumed.
- vii. In the event of a Meter error, Company shall provide the corrected Meter readings for the applicable period defined above to the Customer, Shipper's Designee, or authorized Pool Manager to facilitate correction of the gas purchase bills provided to the Customer by their supplier.

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***RULES AND REGULATIONS - CONTINUED***

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**2. Budget Billing Program (Optional):**

- a. Residential Customers may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) Months of consecutive bills and have no past due balance owing when the Customer elects to participate in the Program. The Company will implement Customer's participation in the program on the first day of the Month following the application by Customer.
- b. If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount is based on an average of the previous twelve (12) Months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account, and then apply a factor based upon the above and true-up any variances.

After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies by 10% or more from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

- c. Any current and budget balance will be shown on the Customer's bill. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.
- d. An electing Customer's participation in the budgeted payment plan will be continuous unless the Customer requests that participation in the plan be terminated or that gas service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing

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***RULES AND REGULATIONS - CONTINUED***

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Budget Billing Program (Optional) Continued

Customer may request that participation be terminated at any time, but once terminated by Customer request or due to collection action, will be limited to a six (6) Month waiting a six (6) Month waiting period before Customer may rejoin the Budget Billing program.

3. Payments:

a. Payment Methods:

Customers may elect to pay their bill by cash, check, money order, credit card, debit card, on-line via Company's website, or through Company's direct bank debit program no later than twenty (20) Days from the date of mailing by Company.

- i. Customers electing to pay their bill by telephone shall be required to furnish a valid credit card number to Company for processing.
- ii. Customers electing to participate in Company's direct bank debit program shall execute the Electronic Funds Transfer Form (see Sheet No. 8.108) with Company and agree to the terms and conditions contained thereon.

b. Application of Payments:

Customer payments received by the Company shall be applied to the billed charges as follows:

- i. Aging of Accounts Receivable:  
Oldest outstanding billed charges until fully satisfied, following the payment application methodology specified below.
- ii. Proceeding to the next oldest outstanding billed charge until either the entire payment has been applied or until the entire amount owed has been satisfied, following the payment application methodology specified below.

c. Payment Application Methodology:

- i. Separately stated taxes and fees, until fully satisfied; then,
- ii. Pool Manager's charges for the sale of Gas, if any, until fully satisfied; then,
- iii. Company's regulated charges, until fully satisfied; then,

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***RULES AND REGULATIONS - CONTINUED***

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Payment Application Methodology Continued

- iv. Other Company non-regulated charges, until fully satisfied; then
- v. Other Pool Manager charges.

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***RULES AND REGULATIONS - CONTINUED***

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**K. OBLIGATIONS OF COMPANY AND CUSTOMER**

Obligations of Company:

1. Operation of Company's System:  
Company shall use reasonable diligence in operating its system in order to insure a uniform and adequate delivery of Gas to meet Customers' requirements. Company is responsible for the sale of natural gas and transportation of Customer-owned Gas, as applicable, but is not responsible for providing Gas, except in the circumstances when the Company is providing SOLR Service to Customers.
2. Company's Obligation to Provide Transportation Service to Customers:  
Notwithstanding all other applicable provisions of this Tariff and any Special Contract provisions to the contrary, Company shall be obligated to provide service to Customers if Customers' designated Pool Manager meets the delivery obligations as defined in Section W12. In the event Customers' designated Pool Manager fails to meet said delivery obligations, the Company shall have no obligation to provide service to said transportation Customers.
3. Temporary Interruptions:  
Company may temporarily shut off the Meter to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to Company's distribution facilities, and will endeavor to make such interruptions, if required, at a time, where possible, which will cause the least inconvenience to the Customer.
4. Curtailments:  
Service may be curtailed or fully interrupted without notice in case of emergency at the sole discretion of Company in accordance with the provisions of the Curtailment plan, on file with the Commission. Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of service rendered hereunder.
5. Information to Customers:  
A copy of Company's approved Tariff is available for inspection on the Company's website.

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***RULES AND REGULATIONS - CONTINUED***

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Obligations of Customers:

1. Access to Customer's Premises:  
Customer shall be obligated to allow Company or its duly authorized agents to enter Customer's premises at all reasonable hours for obtaining Meter readings, for shutting off the flow of Gas when necessary or due to any Customer delinquency or infraction, for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of Company installed on the premises or for all other reasons set forth in other sections of these Rules and Regulations. Access shall be granted at all times for emergency purposes. Any refusal on the part of Customer to permit Company access to premises will be cause for discontinuance of service without liability to the Company.
  
2. Right of Way:  
The Customer shall grant or cause to be granted to Company, without cost to Company, all rights, easements, permits and/or privileges that in Company's opinion are necessary for the rendering of service.
  
3. Protection of Company's Property:  
All property of Company installed in or upon Customer's premises in supplying service is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of, or damage to, such property and, ordinary wear and tear excepted, Customer will be held liable for any such loss of property, and/or damage thereto and shall pay to Company the cost of necessary repairs or replacements.
  
4. Interfering or Tampering with Company's Property:  
Customer will be held responsible for broken seals, tampering or any interference with Company's Meter or Meters, or other equipment of Company installed on Customer's premises. No one except employees or authorized agents of Company will be allowed to make any repairs or adjustments to any Meter or other piece of apparatus belonging to Company except in cases of emergency.
  
5. Non-Residential Customer Request to Increase Usage:  
Non-Residential Customer at an existing premise shall notify Company of Non-Residential Customer's intent to increase its current annual usage by at least 25% at said premise at least sixty (60) days prior to the expected increase in usage. Company shall respond to Non-Residential Customer's request within thirty (30) days of receipt, indicating Company's acceptance or denial of Non-Residential Customer's request and any limitations of service.

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***RULES AND REGULATIONS - CONTINUED***

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6. Conformance with Tariff:

Upon commencement of service, the Rules and Regulations and the applicable rate schedules of this Tariff shall be binding upon Customer and Company unless otherwise stated in a Special Contract as approved by the Commission in accordance with Commission Rule 25-9.034 FAC or as stated in a Flexible Gas Service Agreement.

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***RULES AND REGULATIONS - CONTINUED***

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**L. FORCE MAJEURE**

1. In the event either Company, Customer, Customer's Agent or Pool Manager is unable wholly or in part by Force Majeure to carry out its obligations under this Tariff, or under a Special Contract, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
2. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government-mandated quarantines associated herewith, landslides, lightning, earthquakes, fires, storms, hurricanes or evacuation orders due to hurricanes, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of well or lines of pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, right of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.
3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.



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***RULES AND REGULATIONS - CONTINUED***

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**M. DISCONTINUANCE OF SERVICE**

The Company reserves the right, but assumes no liability for failure to do so, to discontinue service to any Customer for cause as follows:

**Without Notice:**

1. For Customer's non-compliance with or violation of any State or municipal law or regulation governing gas service.
2. For Customer's failure or refusal of the Customer to correct any deficiencies or defects in Customer's piping or appliances which are reported to Customer by Company.
3. For Customer's failure or refusal to provide adequate space for the Meter and service equipment of Company.
4. In the event of a condition known to Company to be hazardous.
5. In the event of Customer's tampering with regulators, valves, Meters, or other facilities furnished and owned by Company.
6. In the event of Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Company, before restoring service, may require the Customer to make at Customer's expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.
7. Upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

**With Notice:**

After five (5) Working Days' (any day on which the Company's business office is open and the U.S. Mail is delivered) notice in writing.

1. For Customer non-payment of bills for gas service.
2. When Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving service for his own use under a different name in order to avoid past due payments to Company.

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***RULES AND REGULATIONS - CONTINUED***

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**Discontinuance of Service - With Notice Continued**

3. For Customer refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
4. For violation of these Rules and Regulations which Customer refused or neglects to correct.
5. For Customer's neglect or refusal to provide reasonable access to Company or its agents for the purpose of reading Meters or inspection and maintenance of equipment owned by Company.

Waiver of Discontinuance of Gas Service:

Discontinuance of gas service shall be temporarily waived in specific cases provided that service is medically essential and discontinuance will endanger life or require hospitalization to sustain life. Prior to granting a medical waiver, the Customer shall be required to furnish the Company written notice from a competent physician acceptable to the Company that service is required for life support.

Collection in Lieu of Discontinuance of Gas Service:

A Collection in Lieu of Discontinuance Charge (applicable Section O) shall be added to the Customer's past due bill when payment, inclusive of said charge, is made at a billed address prior to discontinuance of gas service for non-payment of Company's regulated charges.

Reconnection of Service:

When service has been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by Customer.

1. Where Service was Discontinued without Notice:

- a. The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
- b. All bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

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***RULES AND REGULATIONS - CONTINUED***

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**Where Service was Discontinued without Notice Continued**

- c. If reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
2. Where Service was Discontinued with Notice:
  - a. Satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
  - b. Satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
  - c. A satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
  - d. The violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

**Termination of Service at the Request of Customer:**

1. Change of Occupancy:

Subject to any existing agreement by Customer and Company, if Customer wishes the gas service to be terminated, the Customer shall give notice to the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any gas that may pass through the Meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the Meter and/or other movable equipment shall not have been removed within that time by the Company.
2. Removal of Service:

If Customer wishes Company's property to be removed, Customer shall give notice to the Company at least ten (10) Working Days prior to the time of such requested removal.

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***RULES AND REGULATIONS - CONTINUED***

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3. Termination of Customer by Pool Manager:

Any CI Pool Manager may terminate service for any reason to a Non-Residential Customer upon written notice to Company ten (10) days prior to the first day of the Month. Unless Company receives a valid LOA requesting service from a CI Pool Manager, said Non-Residential CFG or Indiantown Customer shall be assigned to a TTS Pool Manager or said Non-Residential Ft. Meade or FPUC Customer shall be assigned to the Company's Regulated Sales Service Pool.

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***RULES AND REGULATIONS - CONTINUED***

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**N. LIMITATIONS OF SUPPLY**

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from nonaffiliated companies that may jeopardize service to existing Customers.

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***RULES AND REGULATIONS - CONTINUED***

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**O. MISCELLANEOUS SERVICE CHARGES**

**1. INDIANTOWN**

	<u>Rate Schedule</u>
	All Available Rate Schedules
A. Establishment of Service	
a. Regularly Scheduled	\$35
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$60
B. Change of Account (Read Meter Only)	
a. Regularly Scheduled	\$15
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$40
C. Reconnection After Disconnection for Non-Pay	
a. Regularly Scheduled	\$35
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$60
D. Bill Collection in Lieu of Disconnection for Non-Pay	\$10
E. Trip Charge – Applies when Customer fails to keep a scheduled appointment with the Company’s employee, agent, or representative	
a. Regularly Scheduled	NA
b. Same Day or Outside Normal Business Hours	NA
F. Temporary Disconnection of Service for Cause or at Customer’s Request	
a. Regularly Scheduled	NA
b. Outside Normal Business Hours (Based on Availability)	NA

***RULES AND REGULATIONS - CONTINUED***

**2. FT. MEADE**

		<u>Rate Schedule</u>	
		<u>GS-1</u>	<u>LVS</u>
		<u>GSTS-1</u>	<u>LVTS</u>
		<u>RS</u>	
A.	Establishment of Service		
a.	Regularly Scheduled	\$50	\$112
b.	Same Day or Outside Normal Business Hours (Based on Availability)	\$50	\$114
B.	Change of Account (Read Meter Only)		
a.	Regularly Scheduled	\$23	\$23
b.	Same Day or Outside Normal Business Hours (Based on Availability)	\$29	\$29
C.	Reconnection After Disconnection for Non-Pay		
a.	Regularly Scheduled	\$30	\$30
b.	Same Day or Outside Normal Business Hours (Based on Availability)	\$50	\$50
D.	Bill Collection in Lieu of Disconnection for Non-Pay	\$25	\$25
E.	Trip Charge – Applies when Customer fails to keep a scheduled appointment with the Company’s employee, agent, or representative		
a.	Regularly Scheduled	\$23	\$23
b.	Same Day or Outside Normal Business Hours	NA	NA
F.	Temporary Disconnection of Service for Cause or at Customer’s Request		
a.	Regularly Scheduled	\$29	\$29
b.	Outside Normal Business Hours (Based on Availability)	\$35	\$35

***RULES AND REGULATIONS - CONTINUED*****3. FPUC**

	<u>RS</u>	<u>Rate Schedule</u>	
		<u>GS-1, GS-2</u>	<u>LVS, LVTS</u>
		<u>GSTS-1</u>	<u>ITS</u>
A. Establishment of Service			
a. Regularly Scheduled	\$52	\$75	\$112
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$69	\$96	\$144
B. Change of Account (Read Meter Only)			
a. Regularly Scheduled	\$23	\$23	\$23
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$29	\$29	\$29
C. Reconnection After Disconnection for Non-Pay			
a. Regularly Scheduled	\$81	\$104	\$141
b. Same Day or Outside Normal Business Hours (Based on Availability)	\$98	\$125	\$173
D. Bill Collection in Lieu of Disconnection for Non-Pay	\$25	\$25	\$25
E. Trip Charge – Applies when Customer fails to keep a scheduled appointment with the Company’s employee, agent, or representative	\$23	\$23	\$23
a. Regularly Scheduled	\$23	\$23	\$23
b. Same Day or Outside Normal Business Hours	\$29	\$29	\$29
F. Temporary Disconnection of Service for Cause or at Customer’s Request			
a. Regularly Scheduled	\$29	\$29	\$29
b. Outside Normal Business Hours (Based on Availability)	\$35	\$35	\$35



***RULES AND REGULATIONS - CONTINUED***

**4. CENTRAL FLORIDA GAS**

	<u>Rate Schedule</u>		
	<u>FTS-A</u> <u>FTS-3.1</u>	<u>FTS-4</u> <u>FTS-6</u>	<u>FTS-7 &amp;</u> <u>Above</u>
A. Connection Charge			
a. Regularly Scheduled	\$52	\$75	\$200
b. Same Day or Outside Normal Business Hours		1.5 times regular rate	
B. Change of Account (Read Meter Only)			
a. Regularly Scheduled	\$13	\$13	\$13
b. Same Day or Outside Normal Business Hours (Based on Availability)		1.5 times regular rate	
C. Bill Collection in Lieu of Disconnection for Non-Pay	\$40	\$40	\$40
D. Meter re-read at Customer's request	\$28	\$28	\$28
E. Trip Charge – Applies when customer fails to keep a scheduled appointment with the Company's employee, agent, or representative			
a. Regularly Scheduled	\$20	\$20	\$20
b. Same Day or Outside Normal Business Hours		1.5 times regular rate	
F. Temporary Disconnection of Service or at Customer's Request			
a. Regularly Scheduled	\$21	\$21	\$21
b. Outside Normal Business Hours (Based on Availability)		1.5 times regular rate	
G. Service Extension Charge		Actual installed cost.	

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***RULES AND REGULATIONS - CONTINUED***

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5. **INDIANTOWN, FT. MEADE, AND FPUC**

Late Payment Charge

A bill shall be considered past due upon the expiration of twenty (20) days from the date of mailing or other delivery thereof by Company. The balance of all past due charges for services rendered are subject to a Late Payment Charge of 1.5% or \$5.00, whichever is greater, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

6. **ALL COMPANIES**

Worthless Check Service Charge

The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. Such service charge shall be added to the Customer's bill for gas service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

Company may waive miscellaneous service charges for cause on a not unduly discriminatory basis.

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***RULES AND REGULATIONS - CONTINUED***

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**P. MEASURING CUSTOMER SERVICE**

All gas sold to Customer shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to Meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in Company's filed Tariff.

1. Individual gas metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual Meters shall not, however, be required:
  - a. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
  - b. For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;
  - c. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

In such multiple occupancy units, which would require the provision of individual gas service above the second story, unless specifically requested.

For purposes of this Section P:

1. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.

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***RULES AND REGULATIONS - CONTINUED***

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2. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with Subsection 1.c. above.

Where individual metering is not required and master metering is used in lieu thereof, Sub-metering may be used by Customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's Tariff including but not limited to the Customer, energy, Purchased Gas Cost Recovery Factor, and conservation charges made by Company plus applicable taxes and fees to Customer of record responsible for the master Meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master Meter, the cost for billing, and other such costs.

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***RULES AND REGULATIONS - CONTINUED***

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**Q. WARRANTY, CONTROL, AND INDEMNIFICATION**

1. Warranty:

Pool Manager warrants that it will have good and merchantable title to, all Gas delivered by Transportation Service Provider to Company for Shipper's account at Transportation Service Provider's Delivery Point(s), and that such Gas will be free and clear of all liens, encumbrances, and claims whatsoever. In the event any adverse claim in respect to said Gas is asserted, or Pool Manager breaches its warranty herein, Company shall not be required to perform its obligations to transport and deliver said Gas to Customer accounts in Pool Manager's Customer Pool or, subject to receipt of any necessary regulatory authorization, to continue service hereunder for Pool Manager until such claim has been finally determined; provided, however, that Pool Manager may receive service if i) in the case of an adverse claim, Pool Manager furnishes a bond to Company, conditioned for the protection of Company with respect to such claim, or ii) in the case of a breach of warranty, Pool Manager promptly furnishes evidence, satisfactory to Company, of Pool Manager's title to said Gas.

2. Control and Possession:

Pool Manager shall be deemed to be in control and possession of Gas prior to delivery to the Company Receipt Point(s) or Transportation Service Provider Delivery Point(s); and Company shall be deemed to be in control and possession of the Gas to be transported by it upon delivery of such Gas by Transportation Service Provider to the Delivery Point(s), and until it shall have been delivered to Company's Point(s) of Delivery. Each party, while deemed to be in control and possession of such Gas, shall be responsible for, and shall indemnify and hold the other harmless from any and all claims, actions, suits, including attorney's fees, arising out of or relating in any way to custody and control of such Gas.

3. Indemnification to Company by Customer:

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 persons or property, in any manner directly or indirectly connected with or growing out of the distribution and/or transportation of Gas by the Customer, as such may be defined in the CI Pool Manager and TTS Pool Manager Agreements.

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***RULES AND REGULATIONS - CONTINUED***

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**R. TRANSPORTATION SERVICE**

**1. Individual Transportation Service:**

a. Applicability:

Individual Transportation Service is available to Customers who are served under Company's CTS Rider, FGS rate schedule, Special Contract Customers, and Indiantown Customers who consume greater than 25,000 Therms, on a calendar year basis. Individual Transportation Service Customers are required to execute the applicable Transportation Service Agreement, Contract Transportation Service Agreement, Flexible Gas Service Agreement, or Special Contract (that has been explicitly approved by the FPSC) with the Company.

b. Company-Approved Pool Manager:

Unless otherwise authorized by Company, all ITS Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company's Delivery Point(s). Company will require Customer to make the initial designation on the Exhibit A to the Transportation Service Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Ft. Meade and FPUC Customer's will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager designation effective on the first day of any Month. Company will require Customer to provide Company with a Letter of Authorization not less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on the Company's Letter of Authorization prior to transmission to Company.

c. Service Agreement:

All Customers receiving Individual Transportation Service shall enter into a Transportation Service Agreement with Company. Upon receipt of the Customer's executed Transportation Service Agreement, the Company shall have up to thirty (30) days to initiate service under the Agreement, in addition to any time requirements for the physical extension or improvement to the Company's facilities required to provide such service.

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***RULES AND REGULATIONS - CONTINUED***

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d. Service Initiation:

Transportation Service may begin on the first day of the Month, provided that timely Nominations are submitted in accordance with the Company's Tariff, and such other actions as are required to cause Gas to be delivered to the Company for transportation to the Customer, are undertaken by Customer, or Customer's Agent.

e. Full Requirements:

All Customers receiving Individual Transportation Service shall transport all of their natural gas quantity requirements through Company's distribution system. Regulated Sales Service shall not be available from the Company. Gas quantities scheduled for delivery to the Company by the Customer, or Customer's Agent that are not in balance with actual metered consumption at the Company's Delivery Point shall be subject to the imbalance resolution provisions of this Tariff.

f. Electronic Measurement:

All CFG Customers receiving Transportation Service, whose annual consumption of Gas exceeds 25,000 Therms, Indiantown Customers whose annual consumption of Gas exceeds 100,000 Therms, Ft. Meade Customers whose annual consumption of Gas exceeds 50,000 Therms and FPUC Customers whose annual consumption of Gas exceeds 43,800 Therms, shall have electronic metering equipment installed at Customer's expense.

g. SAS Rate Schedule:

Upon initiation of service, all ITS Shippers shall be assigned to the SAS rate schedule.

h. Shipper Designee / Shipper Designee:

Marketers, brokers, or other third-party suppliers of Gas that wish to either act as Designees for Individual Transportation Service Customers or CFG Off-System Delivery Point Operator Service Customer, shall be required to execute a Shipper's Designee Form with the Company. Customer's Designee shall warrant clear title, any Gas delivered into Company's system, and Customer's facilities. Designee shall be deemed to be in exclusive control and possession of Gas prior to delivery into Company's system for redelivery to Customer. Customer's Designee shall indemnify, defend, and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

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***RULES AND REGULATIONS - CONTINUED***

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i. Limitation of Transportation Service:

i. New Premise:

Company reserves the right, subject to the regulatory authority having jurisdiction, to limit or restrict usage through establishment of an MDTQ or refuse Transportation Service to a new premise that will result in additions to its distribution system that may jeopardize Transportation Service to existing Customers.

ii. Existing Premise:

Company may establish a MDTQ for Gas for Non-Residential Customer at an existing account that requests an increase in annual usage, if, in the reasonable opinion of Company, establishment of an MDTQ is necessary to protect system integrity or to ensure other existing premises are not adversely affected by said Non-Residential Customer(s) request. Company shall not be obligated to transport Non-Residential Customer-owned Gas above Non-Residential Customer's MDTQ, if established, but may do so if feasible and without adverse effect to other Customers, in the reasonable opinion of Company.

2. Aggregated Transportation Services:

a. CI Pools:

i. Obligation to Serve:

Company is responsible for the transportation of Customers' Gas. Company is not responsible for providing Gas commodity for Customers. If Customer, or Customer's Agent, if applicable, fails to provide Gas, Company may disconnect service to Customer. In the event, the Company's authorized Pool Manager fails to cause to be delivered on any day at the assigned Company Receipt Point(s) with the Company, any portion of the quantities of Gas for transportation to the Customers in the Customer Pool, the Company may immediately seek the remedies set forth in Section S4, and the applicable provisions of the CI Pool Manager Agreement(s). If such remedies result in the termination of the Pool Manager, the Company shall immediately recall all capacity released to the Pool Manager and implement the Shipper of Last Resort Service for those Customers served in the Indiantown and CFG. Customers who are located in the Company's Ft. Meade and FPUC will be assigned to Company's Regulated Sales Service Pool, until such time as the Customer provides a LOA selecting a new Pool Manager to the Company.



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***RULES AND REGULATIONS - CONTINUED***

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ii. Applicability:

Unless otherwise authorized by Company, all Indiantown Non-Residential Customers and CFG Non-Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s). All Ft. Meade and FPUC Non-Residential Customers shall have the option of using Company's Transportation Service and shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

iii. Company-Approved Pool Manager:

Unless otherwise authorized by Company, Company will require Indiantown and CFG Non-Residential Customers and those Ft. Meade and FPUC Customers who elect to use Company's Transportation Service to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Customers will not be charged to designate their initial Pool Manager. Ft. Meade and FPUC Customers will be charged a \$23.00 fee if such Customer changes its Pool Manager selection after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any Month. Company will require Customer to provide Company with a Letter of Authorization Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on a Letter of Authorization prior to transmission to Company.

iv. New Customers:

New Customers in the Indiantown and CFG must request CI Transportation Service by submitting a Request for Gas Transportation Service. New Indiantown and CFG Non-Residential Customers will remain in the TTS Pool until they select a qualified CI Pool Manager and submit a Letter of Authorization. New Customers in the Ft. Meade and FPUC must request CI Transportation Service by submitting a Request for Gas Sales or Transportation Service. New Ft. Meade and FPUC Non-Residential Customers will remain in the Regulated Sales Service Pool until they select a qualified CI Pool Manager and submit a Letter of Authorization.

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***RULES AND REGULATIONS - CONTINUED***

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v. Service Initiation:

Upon receipt of Customer's Request for CI Transportation Service, the Company and Pool Manager shall make all reasonable efforts to initiate Transportation Service in accordance with Customer's requested initiation date. Upon receipt of Customer's fully executed Letter of Authorization submitted to Company not later than ten (10) Days prior to the end of a Month for CI Transportation Service, Transportation Service may begin on the first day of the Month following the Month in which Customer's LOA is received and Customer's service has been initiated.

Notwithstanding the above provisions, the Company may extend the time period for the initiation of service to accommodate the physical extension or improvement of the Company's facilities required to provide such service.

vi. SAS Rate Schedule:

Upon initiation of service, all CI Pool Managers shall be assigned to the SAS rate schedule.

vii. Service Limitation:

Customers served under an FGS, CTS, or a Special Contract shall not be eligible to receive Aggregated Transportation Service (either TTS or CI) unless otherwise permitted by Company.

b. TTS Pools – Indiantown and CFG:

i. Obligation to Serve:

Company is responsible for the transportation of Customers' Gas. Company is not responsible for providing Gas commodity for Customer. If Customer, or Customer's Agent, if applicable, fails to provide Gas, Company may disconnect service to Customer. In the event, the Company's authorized Pool Manager fails to cause to be delivered on any day at the assigned Company Receipt Point(s) with the Company, any portion of the quantities of Gas for transportation to the Customers in the Customer Pool, the Company may immediately seek the remedies set forth in Section S4, and the applicable provisions of the Aggregated Transportation Service Agreement(s). If such remedies result in the termination of the Pool Manager, the Company shall immediately recall all capacity released to the Pool Manager and implement the Shipper of Last Resort Service, until such time as the Company can reasonably select a new Pool Manager. Indiantown and CFG Non-Residential Customers may participate in a TTS Pool by default or at Customer's request upon

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***RULES AND REGULATIONS - CONTINUED***

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TTS Pools – Indiantown and CFG Continued

written consent from the TTS Pool Manager(s).

ii. Applicability:

Unless otherwise authorized by Company, all Indiantown and CFG Residential and Non-Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

iii. Company-Designated Pool Manager:

Company will initially assign the current Indiantown Customer Pool to a new TTS Pool served by the existing Indiantown Pool Manager. Current CFG Residential Customers will be allocated to their current TTS Pool. Indiantown and CFG Residential Customers will not be charged for the assignment of their initial Pool Manager and are permitted to change Pool Managers once annually by contacting Company's Customer Service Department.

Indiantown and CFG Non-Residential Customers may default to or elect to receive TTS Service, subject to acceptance of the Customer by the authorized Pool Manager. Once accepted, Non-Residential Indiantown and CFG Customers must remain with their chosen TTS Pool for a period of not less than twelve consecutive Months. Company will require CI Customers to provide Company with a Letter of Authorization Form not less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on the Letter of Authorization prior to transmission to Company. All Ft. Meade and FPUC CI Customers who change Pool Managers will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. The authorized Pool Manager shall cause Gas to be delivered to the Transportation Service Provider's point of delivery with the Company, for redelivery to the Point(s) of Delivery for each Customer in the Customer Pool.

Ft. Meade and FPUC Non-Residential Customers are only eligible to receive Transportation Service through the CI Customer Pools. New Ft. Meade and FPUC Non-Residential Customers must submit a Letter of Authorization confirming these new Non-Residential Customers will

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***RULES AND REGULATIONS - CONTINUED***

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Company Designated Pool Manager Continued

remain in the Company's Regulated Sales Service Pool until they select a qualified CI Pool Manager and submit a Letter of Authorization.

iv. New Customers:

New Indiantown Non-Residential and CFG Non-Residential Customers must request to participate in a TTS Pool by submitting a Request for Transportation Service. New Indiantown Non-Residential and CFG Non-Residential Customers will remain in the TTS Pool until they select a qualified CI Pool Manager and submit a Letter of Authorization.

v. Service Initiation:

Upon receipt of Customer's Request for TTS Service, the Company and Pool Manager shall make all reasonable efforts to initiate Transportation Service in accordance with Customer's requested initiation date. Upon receipt of Customer's executed Letter of Authorization for CI service, the

Company and Pool Manager shall have up to thirty (30) days to initiate service under the Agreement. Notwithstanding the above provisions, the Company may extend the time period for the initiation of service to accommodate the physical extension or improvement of the Company's facilities required to provide such service.

vi. SABS Rate Schedule:

Upon initiation of service, all Indiantown and CFG TTS Pool Managers shall be assigned to the SABS rate schedule.

vii. Service Limitation:

Customers served under an FGS, CTS or a Special Contract shall not be eligible to receive Aggregated Transportation Service (either TTS or CI) unless otherwise permitted by Company.

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***RULES AND REGULATIONS - CONTINUED***

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**S. AUTHORIZED POOL MANAGERS**

1. The Company, on behalf of the Customer Accounts in the TTS Customer Pool(s), shall, select qualified Pool Manager(s) to provide Gas supply and transportation management services to the TTS Customer Pool(s). The Company shall issue a Request for Proposal (RFP) from time-to-time, soliciting bids from qualified gas marketing companies interested in becoming a Pool Managers. The RFP shall be disseminated in such a manner as to ensure its reasonable distribution to gas marketing companies active in the Florida retail gas market. Nothing in this Tariff shall preclude the Company from joining with other parties to issue a joint RFP, combining Customer volumes from all parties, for the purpose of obtaining more favorable gas supply and transportation management terms.
2. TTS Pool Manager Minimum Requirements:
  - a. Pool Manager(s) shall be a duly authorized shipper on all Company's Transportation Service Provider's interstate pipeline systems.
  - b. Pool Manager(s) shall demonstrate their capability to meet Company's standards for creditworthiness.
  - c. Pool Manager(s) shall execute either a CI Pool Manager Agreement or a TTS Pool Manager Agreement, as applicable with the Company prior to providing gas supply and transportation management services to the Customer Pool(s).
3. TTS Pool Manager's Obligation to Serve:
  - a. The Pool Manager(s) shall be required to provide natural Gas sales and management services to all of the Company's Indiantown and CFG's Residential Customers and those Non-Residential accounts transferred into the Customer Pool, as well as other accounts that may be added to the Customer Pool during the term of the Contract. Subsequent to the initial transfer of Customers into the Customer Pool as described, above, Customers shall be added to the Customer Pool as follows: (i) Indiantown and CFG Residential Customers receiving a new service connection for the purpose of initiating Transportation Service, (ii) Indiantown and CFG Residential Customers reactivating an existing disconnected service, (iii) Indiantown and CFG Non-Residential Customers, upon request, with the prior approval of the Pool Manager, (iv) Indiantown and CFG Non-Residential Customers unable to receive service from Transportation Service Provider or a gas marketer under the Individual Transportation Service Program, with the stipulations that a) Pool

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***RULES AND REGULATIONS - CONTINUED***

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TTS Pool Manager's Obligation to Serve Continued

Manager may establish reasonable deposit or account security requirements prior to initiating gas service and, b) such Customers may select another gas marketer and exit the Customer Pool at the beginning of any Month.

- b. TTS Pool Manager(s) shall accept all Customers assigned to the Customer Pool by Company in accordance with the provisions established in this Tariff and the TTS Pool Manager Agreement and commit to providing gas service on a firm and continuous basis except in situations where the Company discontinues Transportation Service to Customer. Pool Manager shall have the right to discontinue deliveries of Gas for said Customer on the date of the discontinuation of service by Company, such date to be provided to Pool Manager by Company ten (10) Days prior to the discontinuation of service. Pool Manager shall have unrestricted right to discontinue Gas deliveries in the event of fraudulent or unauthorized use of Gas by Customer. Pool Manager shall provide notice to Company within twenty-four (24) hours of any termination of gas deliveries. At such time as all delinquent bills and amounts due Pool Manager are paid in full by Customer, any all damages and costs related to fraudulent or unauthorized use are recovered, Pool Manager shall immediately restore delivery of Gas for the Customer and promptly notify Company of such restoration. Pool Manager shall be governed by the Company policies related to medically critical service.
4. Pool Manager's Non-performance:
    - a. The Company shall establish in the TTS Pool Manager and CI Pool Manager Agreements such standards of performance for the Pool Manager as are reasonably required to assure reliable service to the Customer Pool(s), and to ensure appropriate disposition of Operational Balancing Account transactions. At a minimum, all Pool Manager(s) shall be obligated to cause sufficient quantities of Gas to be delivered for the Customer Pool each and every day such that scheduled quantities for the Customer Pool remain in reasonable balance with actual consumption. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform. In the event of substantial non-performance, as defined in the TTS and CI Pool Manager Agreements, the Company shall terminate the Pool Manager, and implement the Shipper of Last Resort Service, until such time as the Company can reasonably select a new Pool Manager.
  5. Rate Impact of Aggregation:

Aggregated loads will not result in lower transportation rates for individual Customers.

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***RULES AND REGULATIONS - CONTINUED***

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**T. CUSTOMER'S AGENT OR SHIPPER'S DESIGNEE**

1. Designee Agreement:

Marketers, brokers, or other third-party suppliers of Gas that wish to either act as Agents for Individual Transportation Service Customers or CFG Off-System Delivery Point Operator Service and, shall be required to execute an ITS and CFG-OS-DPO Shipper Designee Form with the Company (Sheet No. 8.131).

2. Indemnification:

Customer's Agent shall warrant clear title, or right to transport, any Gas delivered into Company's system, and Customer's Agent shall be deemed to be in exclusive control and possession of Gas prior to delivery into Company's system for redelivery to Customer. Customer's Agent agrees to indemnify, defend, and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

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***RULES AND REGULATIONS - CONTINUED***

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**U. ASSIGNMENT OR SELECTION OF POOL MANAGER**

1. Approved Pool Manager:

Unless otherwise authorized by Company, all Indiantown and CFG Customers and Ft. Meade and FPUC Customers who chose to utilize Company's Transportation Service shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

2. Residential Customer – Indiantown and CFG:

a. Initial Residential Customer Premise Assignment for TTS Program:

Each CFG Residential Customer premise currently participating in a TTS Pool will remain with one of the two (2) TTS Pool Managers currently serving the Company's CFG TTS Pools and as they have been selected by the Company. Each Indiantown Customer will be assigned to the Pool Manager appointed by Company to manage the Indiantown TTS Pool under terms and conditions contained herein.

b. Assignment of New Residential Customer Premises to TTS Pool Managers:

Subsequent to the initial Residential Customer premise assignment, new Residential Customer premises (including those Residential Customers located in Company's Indiantown) shall be alternately assigned to each of the TTS Pool Managers based on Meter activation date.

c. Reactivation of Existing Residential Customer Premise:

Residential Customers reactivating Transportation Service at an existing premise shall be assigned to the TTS Pool Manager that was serving the previous Residential Customer located at the premise.

d. Transfer of Residential Customer:

When a Residential Customer transfers Transportation Service from an existing premise to another premise, upon request by Customer, said Residential Customers' existing TTS Pool Manager shall transfer with the Customer to the new premise.

3. Non-Residential Customers:

a. Selection of CI or TTS Pool Manager:

i. New Non-Residential Customer Premise:

Non-Residential Customers establishing a new premise on Company's distribution system may select any approved CI Pool Manager. At least ten



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***RULES AND REGULATIONS - CONTINUED***

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New Non-Residential Customer Premise Continued

(10) Days prior to the beginning of the Month for which the service change is desired, Non-Residential Customer and its selected CI Pool Manager shall execute and submit to Company a Letter of Authorization (LOA). In the event an Indiantown or CFG Non-Residential Customer fails to submit a LOA selecting a CI Pool Manager, Company shall assign said Non-Residential Customer to a TTS Pool Manager. In the event, a Ft. Meade or FPUC Non-Residential Customer fails to submit a LOA selecting a CI Pool Manager, Company shall, assign said Non-Residential Customer to Company's Regulated Sales Service Pool. All Ft. Meade and FPUC Non-Residential Customers who change Pool Managers will be charged a \$23.00 fee when a Pool Manager is changed after Customer's initial designation.

ii. Existing Non-Residential Customer Premise:

Non-Residential Customer activating Transportation Service at an existing premise on Company's distribution system may select any approved CI Pool Manager. At least ten (10) days prior to beginning of the Month the service change is desired, Non-Residential Customer and its selected CI Pool Manager shall execute and submit to Company a LOA. In the event an Indiantown or CFG Non-Residential Customer fails to submit a LOA selecting a CI Pool Manager, Company shall assign said Non-Residential Customer to a TTS Pool Manager. In the event a Ft. Meade or FPUC Non-Residential Customer fails to submit a LOA selecting a CI Pool Manager, Company shall, assign said Non-Residential Customer to Company's Regulated Sales Service Pool.

iii. Transfer of Non-Residential Customer:

Non-Residential Customers transferring Transportation Service from an existing premise to another premise shall be required to submit a new LOA to Company, no later than ten (10) Days prior to the end of the Month in order to retain its selected Pool Manager at the new premise.

iv. Indiantown and CFG Non-Residential Customers Currently Receiving Service from CI Pool Manager:

Non-Residential Customers receiving service from a CI Pool Manager may select to be assigned to a TTS Customer Pool. Said Non-Residential Customer shall execute a Letter of Authorization specifying the TTS Pool Manager or shall be assigned by Company to a TTS Pool Manager.

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***RULES AND REGULATIONS - CONTINUED***

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v. Ft. Meade and FPUC Non-Residential Customers Currently Receiving Service from CI Pool Manager:

Non-Residential Customers receiving service from a CI Pool Manager may select to be assigned to Company's Regulated Sales Service. Said Non-Residential Customer shall execute a Request to Return to Regulated Sales Service Form. Customer who elects to return to Company's Regulated Sales Service Pool will be required to remain on Regulated Sales Service for a period of not less than twelve (12) Months.

4. Termination of Shipper Status:a. CI Pool Manager:

If Company terminates a CI Pool Manager, CI Pool Manager's Indiantown and CFG Customers shall be assigned by Company to a TTS Pool Manager or CI Pool Manager Ft. Meade and FPUC Customers shall be assigned by Company to Company's Regulated Sales Service Pool.

b. TTS Pool Manager – Indiantown and CFG:

If Company terminates a TTS Pool Manager, TTS Pool Manager's Customers shall revert to the remaining TTS Pool Manager(s) until a replacement TTS Pool Manager is approved. Upon selection of a replacement TTS Pool Manager, such Customers shall be transferred back to the replacement TTS Pool Manager. If all TTS Pool Managers' rights are terminated, Company shall serve Customers in the TTS program under its SOLR Service, until a replacement TTS Pool Manager is approved or any Non-Residential Customers select a CI Pool Manager in accordance with Section 3a.

5. Assignment or Selection of Shipper Pricing Options by Customers:a. Residential Customers – Indiantown and CFG:

Residential Customers assigned to a TTS Pool Manager shall receive the standard pricing option as identified in Company's TTS Pool Manager Agreement with each TTS Pool Manager. Residential Customers transferring service from an existing premise to another premise shall, upon request by Customer, retain the standard pricing option with the same TTS Pool Manager at the original premise. Residential Customers shall, request to change their selection of TTS Pool Manager once within a twelve-Month period. Company does not assume any liability related to the selections made by each Residential Customer and does not warrant that each Residential Customer will select the TTS Pool Manager that is most advantageous.

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***RULES AND REGULATIONS - CONTINUED***

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b. Non-Residential Customers:

i. CI Pool Manager:

Non-Residential Customers selecting an approved CI Pool Manager shall establish price and other terms and conditions of service directly with the selected CI Pool Manager.

1. Selection of CI Pool Manager – Indiantown and CFG:

Non-Residential Customers in a TTS Customer Pool may select any approved CI Pool Manager at any time in accordance with Section 3a.

2. Selection of CI Pool Manager – Ft. Meade and FPUC:

Non-Residential Customers participating in Company's Regulated Sales Service Pool may select any approved CI Pool Manager at any time in accordance with Section 3a.

ii. TTS Pool Manager – Indiantown and CFG:

Non-Residential Customers assigned to a TTS Pool Manager shall receive the standard pricing option as identified in Company's TTS Pool Manager Agreement with each TTS Pool Manager. Non-Residential Customers in the TTS program who transfer service from an existing premise to another premise shall, upon request by Customer, retain the standard pricing option in effect at the original premise.

1. Selection of TTS Pool Manager:

Non-Residential Customers in a TTS Customer Pool may, by submitting a fully executed Letter of Authorization, request to change their TTS Pool Manager once within a twelve-Month period.

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***RULES AND REGULATIONS - CONTINUED***

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**V. INITIATION OF TRANSPORTATION SERVICE**

Initiation of Pool Manager Service:

Any Company-approved Pool Manager or Shipper Designee that is authorized to deliver Gas to Company's Receipt Point(s), which is subsequently delivered by Company at the Company's Delivery Point(s) under one of the Company's Transportation Service Programs will be required to meet the following provisions before service can be initiated to the Pool Manager.

1. TTS Pool Manager Requirements:

- a. TTS Pool Manager(s) selected by Company shall:
  - i. Execute a TTS Pool Manager Agreement (Sheet Nos. 8.157-8.169);
  - ii. Establish credit sufficient to Company in accordance with these Rules and Regulations; and
  - iii. Agree to receive SABS service.

2. TTS Pool Manager Competitive Bid Process:

- a. Through a competitive Request for Proposal process, the Company shall select one or more TTS Pool Managers to provide gas supply and related services to TTS Customers.

3. Allocation of Customers to TTS Pool Managers (Indiantown and CFG):

Customers shall be initially assigned to the TTS Customer Pools in accordance with the process described in Section U2a above. Residential Customers may request to change their selection of TTS Pool Manager once within a twelve-Month period. Company does not assume any liability related to the selections made by each Residential Customer and does not warrant that each Residential Customer will select the TTS Pool Manager that is most advantageous. Non-Residential CFG and Indiantown Customers can select any approved CI Pool Manager and exit the TTS program in accordance with Section U3.

4. CI Pool Manager Requirements:

- a. An entity is eligible to become a CI Pool Manager shall:
  - i. Execute a CI Pool Manager Agreement (Sheet Nos. 8.153-8.156);
  - ii. Establish credit sufficient to Company in accordance with these Rules and Regulations; and
  - iii. Agree to receive SAS service.

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***RULES AND REGULATIONS - CONTINUED***

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5. Establishment of Credit:

- a. All Pool Managers shall establish credit prior to commencing deliveries of Gas and shall maintain such credit during the term hereof. The amount of credit established by each Pool Manager will be equal to the greater of \$10,000 or an amount equal to Pool Manager's highest two (2) months aggregated Daily Demand Requirement for the most recent 24-month period multiplied by the applicable Transportation Service Provider's applicable rate schedule(s). Credit will be established by one of the following methods:
  - i. Payment of a cash deposit with Company;
  - ii. Furnishing an irrevocable letter of credit from a bank;
  - iii. Furnishing a surety bond issued by an entity acceptable to the Company;
  - iv. Possessing and maintaining a Standard & Poor's Long-Term Debt Rating of A- or better, a Moody's rating of A3 or better, or a comparable rating by another nationally recognized rating organization acceptable to Company; or
  - v. Providing an acceptable parental or corporate guarantee.

If the Pool Manager seeks to establish credit pursuant to paragraph 5v above, Pool Manager shall furnish to Company Pool Manager's audited financial statements (accompanied by the opinion of and independent certified public accountants or chartered accountants of a recognized national or regional standing) for at least the two most recently completed fiscal years.

All Pool Manager deposits will be subject to an annual review by Company and will be adjusted and billed accordingly. The minimum deposit maintained by each Pool Manager will be \$10,000.

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***RULES AND REGULATIONS - CONTINUED***

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**W. CAPACITY ASSIGNMENT AND RECALL****1. Intent of Capacity Release:**

Company, through its Service Agreements with Transportation Service Providers, has contracted for firm capacity rights on the Transportation Service Providers' pipeline systems. Company will temporarily relinquish capacity to Customer or Pool Manager, as applicable, each Month, utilizing the methodology described below, on Transportation Service Provider's systems for Customers and Pool Managers' use in transporting Gas to Company's Individual Transportation Service, CI, and TTS Customer Pool(s). Company will retain enough capacity to serve Company's Regulated Sales Service Customer Pool each Month.

**2. Capacity Release Methodology:**

The Company shall retain, adequate quantities of capacity on Transportation Service Providers' systems to serve Company's Regulated Sales Service Customer Pool prior to the allocation of capacity to Individual Transportation Service Customers who have executed a capacity release agreement with the Company, and Pool Manager Customer Pools. The Company shall temporarily relinquish quantities of Transportation Service Provider Capacity to i) individual Customers who have executed Capacity Release Agreements with the Company, ii) TTS Pool Managers, and iii) CI Pool Managers each Month.

**3. Daily Demand Requirement Calculation and Quantity of Capacity for Release:**

Each Month after adequate capacity is allocated to Company's Regulated Sales Service Pool, Company shall determine the aggregated DDR to be relinquished to each Aggregated Transportation Service Pool Manager using the following methodology:

- a. For each existing and new Aggregated Transportation Service Customer (both CI Daily and Cycle Read Pools and TTS Pool(s)), the aggregated DDR shall be determined by using the prior year's applicable Month Gas consumption for each Customer in the Customer Pool (adjusted for Customer additions and losses from the succeeding eleven-Month period) and dividing by the number of days in the applicable Month, then dividing the result of this calculation (Therms per Gas Day) by 10 (to convert Therms to Dekatherms); and then rounding up to the next whole Dekatherm. In the case of the CI Daily Read Pool(s) and only for the purposes of calculating the Pool Manager's aggregated Daily Capacity (release) Quantity ("DCQ"), the aggregated DDR calculated above will be multiplied by 0.50. CI Daily Read Pool Managers may request up to no greater than one hundred percent (100%) of a Customer's total historical DDR. Each Month, the Company shall determine the total aggregated DDR for each Customer Pool, in accordance with the methodology described herein. Adjustments to Pool

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***RULES AND REGULATIONS - CONTINUED***

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Quantity of Capacity for Release Continued

Manager's aggregated DDR will occur from time to time to reflect changes in the Company's weighted average cost of capacity and Pool Manager's Customer Pool, resulting from the submission of LOAs to the Company from Customers.

- b. For each existing and new Individual Transportation Service Customer, Company will relinquish capacity based on Customer MDTQ as provided in the Capacity Release Agreement (if any) between Customer and Company. Customer must elect a MDTQ of sufficient quantity to satisfy the Customer's Monthly natural gas requirements. Company will provide Customer a twelve-Month consumption history to assist in making its initial election.
  - c. Remaining capacity, if any, may be allocated to the Company's Regulated Sales Service Pool and TTS Pool(s) on a pro-rata basis based on the prior Month's actual throughput for each of the Regulated Sales Service and TTS Pool(s).
4. Scope of Capacity Release:
- a. Pool Manager Service Agreements with Transportation Service Providers:  
Pool Manager shall enter into all required agreements with each Transportation Service Provider so that Pool Manager has all necessary rights to accept and acquire the relinquished capacity from Company hereunder. Capacity releases shall be made on a temporary basis, in accordance with applicable FERC rules and regulations, as they may change from time to time. Pool Manager shall have sole responsibility for complying with all provisions of such agreements and all applicable provisions of Transportation Service Providers' FERC Tariffs.
  - b. Relinquishment Notices:  
Each Month, Company shall provide to Transportation Service Providers the notice of capacity release required under the rules and regulations of the respective Transportation Service Provider's FERC Tariff. Such notices shall offer to relinquish, on a temporary basis that portion of the Pool Manager's aggregated DCQ to be relinquished by Company by Customer Pool. Company shall diligently and in a time sufficient for Pool Manager to commence use of the released capacity, take all other actions required under the rules and regulations of the respective Transportation Service Provider's FERC Tariff to relinquish capacity to Pool Manager. Capacity releases will be released to Customers, Pool Managers, and Shipper's Designee(s) pursuant to Company's state-approved retail choice programs as set forth in Section A.3 of this Tariff.

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***RULES AND REGULATIONS - CONTINUED***

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- c. Acceptance of Capacity Release:  
Pool Manager shall diligently and in a timely manner take all actions necessary under the rules and regulations of Transportation Service Provider's FERC Tariffs to acquire and accept the capacity relinquished by Company. Company has no obligation to relinquish capacity to Pool Manager in quantities greater than the aggregated DCQ. If after five (5) days, Pool Manager does not acquire requisite capacity, Pool Manager may be terminated.
5. Capacity Exceeding Released Quantities:  
If Pool Manager's Customer Pool's aggregated DDR is greater than Pool Manager's Customer Pool's aggregated DCQ, Pool Manager shall be responsible for taking such actions as are required to obtain sufficient Transportation Service Provider capacity to meet its Customer Pool requirements (aggregated DDR), such additional quantities shall be defined as Pool Manager's Customer Pool's Daily Delivery Capacity Variance ("DDCV"). Pool Manager may acquire such Transportation Service Provider capacity quantities from any source.
6. Capacity Charges:  
Pool Manager shall pay to Transportation Service Provider the rate listed in Company's relinquishment notice. Such rate will be based on Company's annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Rate Schedules FGS and Rider CTS, those Customers served by the Company pursuant to a Special Contract, those Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long term capacity release i.e., a period a longer than one (1) year) or the negotiated rate for the capacity relinquished by the Company. Pool Manager shall indemnify Company and hold it harmless from any and all rates and charges assessed by Transportation Service Provider to Company for the relinquished capacity.
7. Capacity Payments:  
Pool Manager shall make all payments to Transportation Service Provider(s) for the relinquished capacity in accordance with Transportation Service Provider's FERC Tariffs, and by any applicable FERC rule or order. If Pool Manager fails to make such payments, Company may make such payments on behalf of Pool Manager (in a manner which preserves any rights which Pool Manager may have to dispute the nature or amount of the charges). Pool Manager shall reimburse Company for such payments inclusive of interest, at the highest interest rate allowed by law, from the date such payments are made by Company to Transportation Service Provider.



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***RULES AND REGULATIONS - CONTINUED***

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8. Recall Rights to Released Capacity:

- a. All capacity relinquished to Pool Manager by Company, may be recalled by Company from time to time to facilitate the redistribution of capacity among Pool Managers to accommodate Customer migration, or to change the rate of the release regardless of the term of a specific capacity release by Company to Pool Manager.
- b. Company shall have the right to recall temporarily or permanently a portion or all of the capacity relinquished hereunder, subject to the applicable notice requirements in Transportation Service Providers' FERC Tariffs, in the event that Pool Manager breaches its contractual obligations of payment to Transportation Service Provider for the released capacity; or (ii) Pool Manager otherwise breaches the terms and conditions of this Tariff. In the event Company temporarily recalls a portion of the relinquished capacity, Company shall re-release such capacity to Pool Manager within ten (10) days after Pool Manager has provided assurance satisfactory to Company, in Company's reasonable discretion, that the cause which gave rise to Company's recall right has been removed.
- c. Capacity is required to serve Company's high priority Customers.

9. Retained Right of First Refusal:

Company shall retain the sole right to affirmatively exercise, at the time specified in the Service Agreement, Transportation Service Provider's FERC Tariffs, or any FERC rule or order, any right of first refusal mechanism (however denominated), including the option to extinguish such right, applicable to the relinquished capacity; provided, however, that Company may not exercise any such right in a manner which would impair Pool Manager's right to use the relinquished capacity during the term of any release.

10. Periodic Open Seasons:

Company will hold an open season for incremental capacity releases not less than once per year. The open season will be held from April 1<sup>st</sup> through April 15<sup>th</sup> of each calendar year or other such period that Company may elect. Primary firm capacity from the Company's interstate capacity portfolio will be made available to on-system Customers and Pool Managers on an as-available basis.

Releases by the Company will be for a period of not less than one year. Incremental quantities when aggregated with existing capacity release quantities made by Company to a Customer or Pool Manager will be not greater than the monthly historical demand quantity of the Customer or Customer Pool.

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***RULES AND REGULATIONS - CONTINUED***

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Periodic Open Seasons Continued

Releases requested during the applicable open season period will be awarded on a pro-rata basis and the awarded releases will be implemented not later than June 1<sup>st</sup> of the same calendar year or the first calendar Day of the month following the first full month after capacity has been awarded to the acquiring Customer or Pool Manager. Capacity awarded, if available, will be made on a not unduly discriminatory basis by the Company.

11. Firm Delivery Requirements:

a. Customer Pools:

Company shall provide to Pool Managers each Month, at least four (4) days prior to Transportation Service Provider's deadline for posting capacity releases for the first day of the following Month, (i) a list of the accounts comprising Pool Manager's Customer Pool and the associated Non-Residential Customer DDRs, (ii) the estimated total Gas requirements to meet the needs of each of Pool Manager's Customer Pools for such following Month i.e., Pool Manager's aggregated DDR and, (iii) the aggregated DCQ that Company proposes to relinquish to Pool Manager for each Customer Pool. Pool Manager shall confirm the accuracy of the list of accounts comprising Pool Manager's Customer Pool with Company within one (1) Business Day after delivery of the Customer list to Pool Manager. If Pool Manager fails to confirm the accuracy of said list, Company shall proceed with the release to Pool Manager based on the information provided.

b. Maximum Daily Transportation Quantity (MDTQ):

Company may establish a MDTQ for Gas for one or more Customer(s) or Pool Manager(s) if, in the reasonable opinion of the Company, it is necessary to protect system integrity or to ensure existing Customers are not adversely affected by Customer(s) and or Pool Manager(s) requiring an MDTQ. Company shall not be obligated to transport Gas above the Customer's or Pool Manager's MDTQ, if established, but may do so if feasible and without adverse effect to other Customers, in the reasonable opinion of the Company.

12. Pool Manager's Delivery Obligations:

- a. Unless excused by Force Majeure, Pool Manager shall cause Transportation Service Providers to deliver on each Gas Day to Company Primary Receipt Points where Company is the DPO a quantity of Gas sufficient to reliably serve the requirements of its Customer Pool and off-system Customers. Pool Manager shall

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***RULES AND REGULATIONS - CONTINUED***

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Pool Manager's Delivery Obligation Continued

have no obligation to deliver Gas to Company on behalf of Customers whose service is terminated, either upon request of the Customer or for cause. Company shall promptly notify the Pool Manager of any known change in Customer account status that will affect Gas quantity deliveries.

- b. If any act or omission of Pool Manager causes Company, as the DPO, to incur any Transportation Service Provider penalties, other expenses or liabilities of any kind, Pool Manager will indemnify and reimburse Company for all said penalties, other expenses, or liabilities. Nothing herein shall be deemed to foreclose Company from employing other remedies, including cessation of deliveries for the unauthorized usage of Gas.
13. Non-Performance Penalty:  
The Company shall assess the Pool Manager a per MMBtu charge equal to the higher 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 Pool(s) aggregated DDR. This charge will serve as the final resolution between Company and Customer for such variances. The Company may waive this charge from time-to-time on a non-discriminatory basis.

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***RULES AND REGULATIONS - CONTINUED***

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**X. NOMINATIONS AND SCHEDULING**

Nominations and Scheduling:

All TTS Pool Managers and CI Daily and Cycle Read Pool Managers, shall submit to the Company all Nomination and scheduling information affecting Company's Delivery Points simultaneous to any submission to Transportation Service Provider(s). In addition, each Customer, Pool Manager, or Shipper Designee shall submit to Company each day Nominated quantities for each Individual Transportation Service Customer that is required to have and has electronic telemetering equipment installed, ("Telemetered Customer").

CI Cycle Read Pools will be permitted one Nomination change within the Month. Such Nomination must be delivered to Company no later than the fifteenth (15<sup>th</sup>) of the applicable Month.

TTS Pool(s) and CI Daily Read Pool(s) will be permitted to change Nominations throughout the applicable Month.

Such Nomination shall include the following information:

1. The Customer, Shipper's Designee or Pool Manager's account number under which service is being nominated;
2. The Receipt Point location including applicable POI and upstream pipeline name, upstream package ID, including Customer's or Pool Manager's Company account number, and quantity in Therms of Gas to be tendered at each Company Receipt Point;
3. The downstream deliver facility name, and quantity in Therms of Gas to be delivered for each Company Customer account or Pool;
4. A beginning and ending date for each Nomination;
5. The upstream contract identifier.

Only Nominations with clearly matching identifiers will be scheduled and subsequently delivered by Company.

Unassigned Gas

"Unassigned Gas" shall mean any quantity of gas received at a Company Receipt Point for which there is no transportation nomination that can be readily identified by Company and assigned by Company to the appropriate Customer(s), Shipper's Designee(s), and Pool Manager(s).

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***RULES AND REGULATIONS - CONTINUED***

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Unassigned Gas Continued

Company shall post on its website the quantity, production month received on the Company's system, and the point of receipt associated with any Unassigned Gas ("Notice"). Company shall continue to post the Notice for a period of not less than one Business Day.

In order to be a valid claim for purposes hereof, a claim must:

1. Be provided to the Company in writing;
2. Identify the specific Unassigned Gas delivered;
3. Provide independent evidence of ownership of Unassigned Gas claimed; and
4. Agree to indemnify Company fully with respect to any adverse claims to ownership of the Gas or to the proceeds resulting from the sale thereof.

If a valid claim is received, such quantities will be subject to purchase by the Company at seventy-five percent (75%) of the Gas Daily index for Gas delivered at the Florida City Gate.

If a valid claim is not received, such quantities of Gas will be credited to the Company's Regulated Sales Service fuel clause.

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***RULES AND REGULATIONS – CONTINUED***

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**Y. OPERATIONAL CONTROLS**

1. Operational Controls Applicability:

Operational Controls shall be applicable to all Customers, Customer Pools, Pool Managers, and Shipper Designees with the exception of Company's TTS and CI Cycle Read Pool(s).

2. Contact Persons:

Any Customer taking delivery of Gas from Company or any Pool Manager or Shipper Designees causing Gas to be delivered to Company, shall cooperate fully with Company in maintaining the integrity of its system. All Customers, Pool Managers, and Shipper's Designees shall name an appropriate contact person(s) available to receive communication from Company on operating matters at any time, on a 24-hour a day, 365-day a year basis. For all Residential Customers, the contact person shall be that individual listed in the Company's records as the applicant for service or the account holder of record. If Company is unable after reasonable efforts to contact any Customer or Customer's contact person, such Customer shall be solely responsible for any consequences arising from such failure of communication.

3. Maintaining Proper System Pressure:

In the event that Company determines in its sole discretion, reasonably exercised, that action is required to avoid an operating condition in which system pressure is not maintained, in which system pressure is maintained at an operationally unacceptably high level, and/or Transportation Service Provider has issued an operational directive under Transportation Service Provider's Tariff, Company may issue the following Operational Controls to Customers, Shipper Designees, and/or Pool Managers.

4. Operational Flow Orders (OFO) Notices:

The Company may issue an OFO notice and shall promptly notify via electronic means (electronic bulletin board, e-mail or telephone) all affected Customers, Customer's Designees and Pool Managers causing Gas to be delivered to the Company's Receipt Point(s), that such OFO has been issued.

a. Operational Flow Orders – Action Required:

Such Operational Flow Orders may require Customers, Customer's Designees and Pool Managers to undertake any of the following:

- i. Company may issue an Operational Flow Order to individual Customer, Shipper's Designees, and Pool Managers, specific geographic regions, or at one or a group of specific Company Receipt Points.

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***RULES AND REGULATIONS - CONTINUED***

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Operational Flow Orders – Action Required Continued

- ii. To commence or increase supply inputs by a specific quantity.
- iii. To cease or reduce supply inputs by a specified quantity.
- iv. To commence or increase takes of Gas from the system by a specified volume.
- v. To reduce takes of Gas from the system by specified volumes.
- vi. In the event the action(s) set forth in (a)-(e) are not operationally feasible, the Operational Flow Order may require Customers, Customer's Designees and Pool Managers, to take other such action within Customers, Customer's Designees and Pool Managers control which would tend to alleviate the operating condition to be addressed.

b. Failure to Comply with Operational Flow Orders:

If the Customers, Customer's Designees, or Pool Managers violates the terms of the OFO (i.e. is outside the established percentage usage tolerances of the notice), the Company shall charge the responsible Customers, Customer's Designees and Pool Managers two (2) times the applicable Transportation Service Provider's FERC approved Tariff OFO penalty. Company may waive OFO penalties on a nondiscriminatory basis.

5. Alert Day Notices:

The Company may issue an Alert Day notice and shall promptly notify via electronic means (electronic bulletin board, e-mail or telephone) all affected Customers, Customer's Designees and Pool Managers causing Gas to be delivered to the Company's Receipt Point(s), that such Alert Day notice has been issued.

a. Alert Day Notice – Action Required:

Such Alert Day Notices may require Customers, Customer's Designees, and Pool Managers to undertake any of the following:

- i. Company may issue an Alert Day to individual Customers, Customer's Designees and Pool Managers, specific geographic regions, or at one or a group of specific Company Receipt Points.
- ii. To commence or increase supply inputs by a specific quantity.
- iii. To cease or reduce supply inputs by a specified quantity.
- iv. To commence or increase takes of Gas from the system by a specified volume.
- v. To reduce withdrawals of Gas from the system by specified volumes.

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***RULES AND REGULATIONS - CONTINUED***

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Alert Day Notice – Action Required Continued

- vi. In the event the action(s) set forth in (a)-(e) are not operationally feasible, the Alert Day notice may require Customers, Shipper's Designees, and Pool Managers, to take other such action within Customer's, Shipper's Designee's, or Pool Manager's control which would tend to alleviate the operating condition to be addressed.

b. Failure to Comply with Alert Day Notice:

If the Customers, Customer's Designees, or Pool Managers violates the terms of the Alert Day notice (i.e. is outside the established percentage usage tolerances of the notice), the Company shall charge the responsible Customers, Customer's Designees and Pool Managers two (2) times the Transportation Service Provider's FERC approved Tariff Alert Day penalty. Company may waive Alert Day penalties on a nondiscriminatory basis.

6. Pipeline Balancing Charges:

As the DPO, the Company shall comply with any operational balancing tools order issued by Transportation Service Provider(s), and as applicable, the Company, shall issue penalty charges directly to the responsible Customer(s), Customer's Designees and Pool Managers(s), to the extent such charges are able to be directly assigned. The remaining balance of such charges, if any, shall be allocated on a pro-rata basis to Company's Operational Balancing Account and/or Purchased Gas Cost Recovery Clause, if applicable.

7. Disposition of Penalties:

All penalties, net of payments to third parties, collected by the Company related to the operational control of the system, shall be issued directly to the responsible Customer(s), Shipper Designees and/or Pool Managers(s), to the extent such charges are able to be directly assigned. The remaining balance of such charges, if any, shall be allocated on a pro-rata basis to Company's Operational Balancing Account and/or Purchased Gas Cost Recovery Clause, if applicable. The Company shall not, under any circumstances, retain any of the penalties collected from Customers, Customer's Designees, or the authorized Pool Manager, nor absorb any costs related to complying with valid Transportation Service Provider Operational Tool orders.



***RULES AND REGULATIONS - CONTINUED***

**YY. IMBALANCE RESOLUTION**

The balancing of the quantity of Gas scheduled and nominated for each Customer or Customer Pool at all Company Receipt Points for which Company, or Company’s agent, is the DPO, and the actual usage by the sum of all Individual Transportation Service Customers and Customer Pools served by each Customer, Shipper Designee, or Pool Manager shall be calculated on a Monthly basis. Long or short Monthly Imbalance Quantities for each individual Customer Pool will be netted against Customer Pools administered by the same Pool Manager provided however, Customer Pools with an Imbalance Level (long or short) greater than 20% will not be eligible to be netted. The Company and Customer, Shipper’s Designee or Pool Manager shall resolve all remaining Monthly Imbalance Quantities at the end of each Month, as follows:

1. If the Monthly Imbalance Quantity is long (amount of Gas scheduled is greater than aggregated actual usage by Customer Pool(s)), the Company shall purchase from Customer or Pool Manager such Monthly Imbalance Quantity at a price per Therm (the “Unit Price”) calculated by taking: (i) the lowest weekly average (weeks where Friday is within the calendar Month) of the “Daily price survey” for Gas under the “Midpoint” column for “Florida Gas, zone 1”, “Florida Gas, zone 2” or “Florida Gas, zone 3”, as reported in *Platt’s Gas Daily*, for the Month in which the positive (long) Monthly Imbalance Quantity was incurred, multiplied by the applicable factor set forth below:

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20%	0.80

The total amount due Customer, Shipper Designee, or Pool Manager shall be the product of the Unit Price and the positive (long) monthly imbalance.

2. If the Monthly Imbalance Quantity is short (amount of Gas scheduled is less than aggregated actual usage by Customer Pool(s)), the Company shall sell to Customer or Pool Manager such Monthly Imbalance Quantity at a price per Therm (the “Unit Price”) calculated by taking the sum of (i) the highest weekly average (weeks where Friday is within the calendar Month) of the “Daily price survey” for Gas posted under the “Midpoint” column for “Florida Gas, zone 1”, “Florida Gas, zone 2” or “Florida Gas, zone 3”, as reported in *Platts Gas Daily*, for the Month in which the negative (short) Monthly Imbalance Quantity was incurred, multiplied by the applicable factor set forth below:

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***RULES AND REGULATIONS - CONTINUED***

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<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20%	1.20

and (ii) the Gulfstream Natural Gas System capacity rate per Therm for the six-percent (6%) maximum hour flow tariff rate inclusive of all applicable surcharges (as it may change from time to time) plus the FGT FTS-1 usage rate per Therm, inclusive of all applicable surcharges.

The total amount due to the Company shall be the product of the Unit Price and the (short) negative monthly imbalance.

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***RULES AND REGULATIONS - CONTINUED***

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**Z. MUTUALLY BENEFICIAL TRANSACTIONS**

Pool Manager and Customer recognize that Company maintains the operation and integrity of Company distribution system on a daily basis. Pool Manager and Customer also recognizes that as DPO for the Transportation Service Provider's pipeline interconnects, Company or its agent is subject to the rules and regulations of the Transportation Service Provider(s) with regard to operational flow rates, pressures, and penalties. As such, Company may need Pool Manager or Customer to vary its daily delivery from the nominated delivery quantities. On those occasions, Company may request, at its sole discretion, and Pool Manager and Customer may agree to, a change to Customer's or Pool Manager's nominated Gas supply quantities and Transportation Service Provider(s) pipeline capacity. Terms and conditions of such transactions shall be agreed upon at the time of the transaction and shall be recorded and confirmed in writing within two Business Days after the transaction.

Disposition of Net Revenues:

Net revenues shall mean the revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Transportation Service Provider Customers via the Transportation Service Provider's Relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each Month that this service is provided shall be as follows:

Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's cost of Natural Gas recovered through the Purchased Gas Cost Recovery Clause.

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***RULES AND REGULATIONS - CONTINUED***

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**ZZ. TERMINATION OF POOL MANAGER STATUS**

Termination of Shipper Status:

Unless excused by Force Majeure, Company may terminate the Pool Manager's rights for the following:

1. Pool Manager fails to satisfy in full the terms and conditions of this Tariff;
2. Pool Manager voluntarily suspends the transaction of business where there is an attachment, execution, or other judicial seizure of any portion of their respective assets;
3. Pool Manager becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors;
4. Pool Manager files, or there is filed against it, a petition to have it adjudged bankrupt or for an arrangement under any law relating to bankruptcy;
5. Pool Manager applies for or consents to the appointment of a receiver, trustee, or conservator for any portion of its properties or such appointment is made without its consent; or,
6. Pool Manager engages in slamming or other unlawful activities.

CI Pool Manager:

If Company terminates a CI Pool Manager, CI Pool Manager's Indiantown and CFG Customers shall be assigned by Company to a TTS Pool Manager or CI Pool Manager's Ft. Meade and FPUC Customers shall be assigned by Company to Company's Regulated Sales Service Pool.

TTS Pool Manager – Indiantown and CFG:

If Company terminates a TTS Pool Manager, TTS Pool Manager's Non-Residential Customers shall revert to the remaining TTS Pool Manager(s) until a replacement TTS Pool Manager is approved. Upon selection of a replacement TTS Pool Manager, Non-Residential Customers shall be transferred to the replacement TTS Pool Manager.

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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE



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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***RULES AND REGULATIONS - CONTINUED***

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RESERVED FOR FUTURE USE

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***INDEX OF RATE SCHEDULES***


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<b>CUSTOMER RATE SCHEDULES</b>	<b>7.100</b>
Indiantown	7.100
TRANSPORTATION SERVICE - 1 - (TS-1)	7.100
TRANSPORTATION SERVICE - 2 - (TS-2)	7.102
TRANSPORTATION SERVICE - 3 - (TS-3)	7.104
TRANSPORTATION SERVICE - 4 - (TS-4)	7.106
TRANSPORTATION SERVICE - NGV - (TS-NGV)	7.109
Ft. Meade	7.200
RESIDENTIAL SERVICE - (RS)	7.200
GENERAL SERVICE - 1 - (GS-1)	7.201
GENERAL TRANSPORTATION SERVICE - 1 - (GTS-1)	7.202
LARGE VOLUME SERVICE - (LVS)	7.204
LARGE VOLUME TRANSPORTATION SERVICE - (LVTS)	7.205
NATURAL GAS VEHICLE SERVICE - (NGVS)	7.207
NATURAL GAS VEHICLE TRANSPORTATION SERVICE - (NGVTS)	7.208
FPUC	7.300
RESIDENTIAL SERVICE - (RS)	7.300
RESIDENTIAL STANDBY GENERATOR SERVICE - (RSGS)	7.301
COMMERCIAL STANDBY GENERATOR SERVICE - (CSGS)	7.303
GENERAL SERVICE - 1 - (GS-1)	7.305
GENERAL TRANSPORTATION SERVICE - 1 - (GTS-1)	7.306
GENERAL SERVICE - 2 - (GS-2)	7.308
GENERAL TRANSPORTATION SERVICE - 2 - (GTS-2)	7.309
LARGE VOLUME SERVICE - (LVS)	7.311
LARGE VOLUME TRANSPORTATION SERVICE - (LVTS)	7.313
INTERRUPTIBLE SERVICE - (IS) - CLOSED	7.315
INTERRUPTIBLE TRANSPORTATION SERVICE - (ITS) - CLOSED	7.317
NATURAL GAS VEHICLE SERVICE - (NGVS)	7.319

---

***INDEX OF RATE SCHEDULES CONTINUED***

---

NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (NGVTS)	7.320
GAS LIGHTING SERVICE – (GLS)	7.322
GAS LIGHTING TRANSPORTATION SERVICE – (GLTS)	7.324
CFG	7.400
FIRM TRANSPORTATION SERVICE- A – (FTS-A) - CLOSED	7.400
FIRM TRANSPORTATION SERVICE - A (Fixed) – (FTS-A (Fixed)) - CLOSED	7.402
FIRM TRANSPORTATION SERVICE – B – (FTS-B) - CLOSED	7.404
FIRM TRANSPORTATION SERVICE – B (Fixed) – (FTS-B (Fixed)) - CLOSED	7.406
FIRM TRANSPORTATION SERVICE - 1 – (FTS-1)	7.408
FIRM TRANSPORTATION SERVICE – 1 (Fixed) – (FTS-1 (Fixed))	7.410
FIRM TRANSPORTATION SERVICE – 2 – (FTS-2)	7.412
FIRM TRANSPORTATION SERVICE – 2 (Fixed) – (FTS-2 (Fixed))	7.414
FIRM TRANSPORTATION SERVICE - 2.1 – (FTS-2.1)	7.416
FIRM TRANSPORTATION SERVICE-2.1 (Fixed) – (FTS-2.1 (Fixed))	7.418
FIRM TRANSPORTATION SERVICE – 3 – (FTS-3)	7.420
FIRM TRANSPORTATION SERVICE – 3 (Fixed) – (FTS-3 (Fixed))	7.422
FIRM TRANSPORTATION SERVICE – 3.1 – (FTS-3.1)	7.424
FIRM TRANSPORTATION SERVICE – 3.1 (Fixed) – (FTS-3.1(Fixed))	7.426
FIRM TRANSPORTATION SERVICE – 4 – (FTS-4)	7.428
FIRM TRANSPORTATION SERVICE – 5 – (FTS-5)	7.430
FIRM TRANSPORTATION SERVICE – 6 – (FTS-6)	7.432
FIRM TRANSPORTATION SERVICE – 7 – (FTS-7)	7.434
FIRM TRANSPORTATION SERVICE – 8 – (FTS-8)	7.436
FIRM TRANSPORTATION SERVICE – 9 – (FTS-9)	7.438
FIRM TRANSPORTATION SERVICE – 10 – (FTS-10)	7.440
FIRM TRANSPORTATION SERVICE – 11 – (FTS-11)	7.442
FIRM TRANSPORTATION SERVICE – 12 – (FTS-12)	7.444
FIRM TRANSPORTATION SERVICE- 13 – (FTS-13) - CLOSED	7.446
FIRM TRANSPORTATION SERVICE - NATURAL GAS VEHICLE – (FTS-NGV)	7.448

---

---

***INDEX OF RATE SCHEDULES CONTINUED***

---

All Companies	7.500
FLEXIBLE GAS SERVICE – (FGS)	7.500
OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)	7.503
<b>POOL MANAGER RATE SCHEDULES</b>	<b>7.600</b>
All Companies	7.600
POOL MANAGER SERVICE – (PMS)	7.600
SHIPPER ADMINISTRATIVE AND BILLING SERVICE - (SABS)	7.605
SHIPPER ADMINISTRATIVE SERVICE - (SAS)	7.606
CFG	7.700
OFF-SYSTEM DELIVERY POINT OPERATOR SERVICE – (OSDPOS)	7.700
<b>CUSTOMER RIDERS</b>	<b>7.800</b>
All Companies	7.800
CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER)	7.800
AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)	7.803
<b>BILLING ADJUSTMENTS</b>	<b>7.900</b>
All Companies	7.900
COMPETITIVE RATE ADJUSTMENT	7.900
COMPETITIVE RATE ADJUSTMENT - FIXED	7.902
ENERGY CONSERVATION COST RECOVERY	7.903
ENERGY CONSERVATION COST RECOVERY - FIXED	7.905
GAS RELIABILITY INFRASTRUCTURE PROGRAM	7.906
GAS INFRASTRUCTURE REPLACEMENT PROGRAM (GRIP) - FIXED	7.910
TRANSPORTATION COST RECOVERY ADJUSTMENT	7.912
SWING SERVICE RIDER	7.913
OPERATIONAL BALANCING ACCOUNT	7.915
TAXES AND OTHER ADJUSTMENTS	7.918
Ft. Meade and FPUC	7.919
PURCHASED GAS COST RECOVERY FACTOR	7.919
CFG	7.920
TEMPORARY ENVIRONMENTAL SURCHARGE	7.920

---

***INDEX OF RATE SCHEDULES CONTINUED***

---

SOLAR WATER HEATING ADMINISTRATIVE BILLING SERVICE	7.921
CFG and Indiantown	7.922
SHIPPER OF LAST RESORT	7.922

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**CUSTOMER RATE SCHEDULES**  
**Indiantown**  
**TRANSPORTATION SERVICE - 1 – (TS-1)**

---

Availability:

Throughout the Indiantown service areas of the Company.

Applicability:

Available to Customers whose annual metered transportation volume is 0 Therms up to 1,000 Therms.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$ 9.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.37835 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**Indiantown**

**TRANSPORTATION SERVICE – 1 - (TS-1) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.



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**Indiantown**  
**TRANSPORTATION SERVICE - 2 – (TS-2)**

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Availability:

Throughout the Indiantown service areas of the Company.

Applicability:

Available to Customers whose annual metered transportation volume is greater than 1,000 Therms up to 15,000 therms.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$ 25.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.05762 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**Indiantown**

**TRANSPORTATION SERVICE – 2 - (TS-2) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Gas Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**Indiantown**  
**TRANSPORTATION SERVICE - 3 – (TS-3)**

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Availability:

Throughout the Indiantown service areas of the Company.

Applicability:

Available to Customers whose annual metered transportation volume is greater than 15,000 Therms up to 100,000 Therms.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address or for Non-Residential customers who use greater than 25,000 therms annually, Individual or Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$ 60.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.04785 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**Indiantown**

**TRANSPORTATION SERVICE – 3 - (TS-3) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Gas Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**Indiantown**  
**TRANSPORTATION SERVICE - 4 – (TS-4)**

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Availability:

Throughout the Indiantown service areas of the Company.

Applicability:

Available to Customers whose annual metered transportation volume is greater than 100,000 Therms, and who enters into a Gs Transportation Service Agreement with the Company.

Character of Service:

Individual or Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 100,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$ 2,000.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.03910 per Therm
Demand Charge:	\$0.5300 per Dekatherm
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The minimum monthly bill shall be the Customer Charge plus the minimum daily contact quantity, (if such minimum quantity is established in the Transportation Service Agreement) multiplied by the transportation charge and applicable adjustments, multiplied by the number of days in the billing cycle, In the event the Company is unable to deliver the minimum daily quantity specified in the Transportation Service Agreement on any day or days within a billing cycle, the minimum monthly bill for such billing cycle shall be determined based upon the amount of gas actually delivered to the Customer on such day or days.

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**Indiantown**

**TRANSPORTATION SERVICE – 4 - (TS-4) - CONTINUED**

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Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Gas Transportation Service.

Determination of Demand Charge MDTQ:

The MDTQ for a respective Customer shall be established based on the Customer's maximum daily Therm requirements. The MDTQ shall be based on the greater of i) the MDTQ established in the Customer's Transportation Service Agreement or ii) the highest daily actual Therm consumption recorded by a Company approved AMR measurement device at Customer's premises over a rolling twenty-four-Month period. The MDTQ for Customers with less than twelve months actual consumption history shall be reasonably estimated by the Company based on a determination of the Customer's maximum daily Therm requirements consistent with the demand ratings and expected usage of the gas equipment at Customer's premise.

The initial MDTQs shall be established for all Customers with active service at the effective date of this Tariff. Subsequent to establishing the initial MDTQ's, the Company shall, on an annual basis each January, review the Therm consumption history for each Customer over the previous twenty-four-month period. Customer's MDTQ shall be adjusted to reflect the maximum daily usage recorded during such period, except that i) the Company shall not adjust the actual recorded MDTQ to a level below the MDTQ established by contract with the Customer and ii) the Company shall not increase a Customer's existing MDTQ unless Customer's recorded maximum daily usage exceeds Customer's existing MDTQ on no less than three (3) occurrences within the twelve-month period preceding the Company's annual review each January.

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**Indiantown**

**TRANSPORTATION SERVICE – 4 - (TS-4) - CONTINUED**

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Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**Indiantown**  
**TRANSPORTATION SERVICE - NGV – (TS-NGV)**

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Availability:

Throughout the Indiantown service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer through a separate Meter for compression and delivery (through the use of equipment furnished by the Customer) into a motor vehicle fuel tank or other transportation containers and whose annual metered transportation volume is greater than 100,000 Therms, and who enters into a Transportation Service Agreement with the Company.

Character of Service:

Individual or Aggregated Transportation Service of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address. Aggregated Transportation Service may be available to Customers in this service classification at the sole option of the authorized Pool Manager.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 100,000 Therms per year is required to have Company-provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$ 100.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.17111 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge



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**Indiantown**

**TRANSPORTATION SERVICE - NGV - (TS-NGV) - CONTINUED**

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Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Gas Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**Ft. Meade**  
**RESIDENTIAL SERVICE – (RS)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to Residential Service classification only (excluding any premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$8.50 per Meter per Month

Energy Charge:

Non-Fuel \$0.5570 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

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**Ft. Meade**  
**GENERAL SERVICE – 1 – (GS-1)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$17.50 per Meter per Month

Energy Charge:

Non-Fuel \$0.5570 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

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**Ft. Meade**  
**GENERAL TRANSPORTATION SERVICE – 1 – (GTS-1)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service:

Aggregated Transportation of Customer purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$17.50 per Meter per Month
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.5570 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$4.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:

The Customer Charge and the Transportation Administration Charge

Terms of Payments:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**Ft. Meade**

**GENERAL TRANSPORTATION SERVICE – 1 - (GTS-1) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Gas Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. When the Company has recovered its costs of providing the natural gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**Ft. Meade**  
**LARGE VOLUME SERVICE – (LVS)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to large volume users for Non-residential purposes (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must exceed 500 Therms in each and every Month of the year.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$175.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.21800 per Therm

Minimum Bill:

The Customer Charge plus the above Energy Charge for 500 Therms but not less than an amount equal to the bill for 50% of the monthly Therm requirement set forth in the contract for service.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

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**Ft. Meade**  
**LARGE VOLUME TRANSPORTATION SERVICE – (LVTS)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to large volume users for Non-residential purposes (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must exceed 500 Therms in each and every Month of the year.

Character of Service:

Aggregated Transportation of Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$175 per Meter per Month
Telemetry Maintenance Charge:	\$30.00 per Meter per Month for Customers
Transportation Charge:	\$0.21800 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$20.50 per Meter per Month for Customers required to have electronic measurement equipment and \$4.50 per Meter per Month for Customers not required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

**Ft. Meade**

**LARGE VOLUME TRANSPORTATION SERVICE – (LVTS) - CONTINUED**

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Minimum Bill:

The minimum bill for each Month shall be the Customer Charge, the Telemetry Maintenance Charge, and the Transportation Administration Charge plus the billing at the above Transportation Charge for a quantity of gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. When the Company has recovered its costs of providing the natural gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.



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**Ft. Meade**  
**NATURAL GAS VEHICLE SERVICE – (NGVS)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to Non-residential users through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff. Service must be of a non-seasonal nature.

Monthly Rate:

Customer Charge: \$100.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.17111 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills rendered net and are due and payable within twenty (20) days from the date of mailing or delivery by the Company

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service. Customer must contract for service on an annual basis. In the event that the cost to serve the Customer approaches or exceeds the MACC, service contract may include at the Customer’s option a minimum annual commitment in lieu of the Advance in Aid of Construction otherwise required by the Extensions provisions of this Tariff.

**Ft. Meade**

**NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (NGVTS)**

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Availability:

Available within the Ft. Meade service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor fuel tanks or other transportation containers.

Character of Service

Aggregated Transportation Service for Customer-purchased natural gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment

Customer is required to have Company-provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate

Customer Charge:	\$100.00 per Meter per Month
Telemetry Maintenance Charge:	\$30.00 per Meter per Month
Transportation Charge:	0.17111 cents per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$ 20.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum bill for each Month shall be the Customer Charge, the Telemetry Maintenance Charge and the Transportation Administration Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

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**Ft. Meade**

**NATURAL GAS VEHICLE TRANSPORTATION SERVICE - (NGVTS) - CONTINUED**

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Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment and installation. When the Company has recovered its costs of providing the natural gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC**  
**RESIDENTIAL SERVICE – (RS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to Residential Service classification only (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator).

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate

Customer Charge: \$11.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.49828 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

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**FPUC**  
**RESIDENTIAL STANDBY GENERATOR SERVICE – (RSGS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to Residential Service classification where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge:		\$21.25
Energy Charge:		
Non-Fuel	0 - 19.80 Therms	0.0000 per Therm
	In excess of 19.80	\$0.49828 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
  
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.

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**FPUC**

**RESIDENTIAL STANDBY GENERATOR SERVICE - (RSGS) - CONTINUED**

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3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

**FPUC  
COMMERCIAL STANDBY GENERATOR SERVICE – (CSGS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge:		\$35.81
Energy Charge:		
Non-fuel	0 – 39.52 Therms	\$0.0000 per Therm
	In excess of 39.52 Therms	\$0.39136 per Therm

Minimum Monthly Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.

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**FPUC**

**COMMERCIAL STANDBY GENERATOR SERVICE - (CSGS) - CONTINUED**

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3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.



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**FPUC**  
**GENERAL SERVICE - 1 – (GS-1)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator). Use must not exceed 600 Therms in each and every consecutive twelve Months.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$20.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.39136 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

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**FPUC**  
**GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must not exceed 600 Therms in each and every consecutive twelve (12) Months.

Character of Service:

Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate

Customer Charge:	\$20.00 per Month
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.39136 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$4.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:

The Customer Charge and the Transportation Administration Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

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**FPUC**

**GENERAL TRANSPORTATION SERVICE – 1 - (GTS-1) - CONTINUED**

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Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC**  
**GENERAL SERVICE - 2 – (GS-2)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator). Use must equal or exceed 600 Therms in each and every consecutive twelve Months.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$33.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.39136 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

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**FPUC**  
**GENERAL TRANSPORTATION SERVICE - 2 – (GTS-2)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must exceed 600 Therms in each and every consecutive twelve (12) Months.

Character of Service:

Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$33.00 per Meter per Month
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.39136 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$4.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

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**FPUC**

**GENERAL TRANSPORTATION SERVICE – 2 – (GTS-2) - CONTINUED**

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Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge plus the above Transportation Charge for 250 Therms, but not less than an amount equal to the bill for 50% of the monthly Therm requirement set forth in the contract for service, and the Transportation Administration Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC  
LARGE VOLUME SERVICE – (LVS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to large volume users for Non-residential purposes (except any Premise at which the only Gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must exceed 500 Therms in each and every Month of the year.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$90.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.35366 per Therm

Minimum Bill:

The Customer Charge plus the above Energy Charge for 500 Therms, but not less than an amount equal to the bill for 50% of the monthly Therm requirement set forth in the contract for service.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

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**FPUC**  
**LARGE VOLUME SERVICE – (LVS) - CONTINUED**

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Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
  
2. Customer must contract for service on an annual basis.



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**FPUC**  
**LARGE VOLUME TRANSPORTATION SERVICE – (LVTS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas-consuming appliance or equipment is a standby electric generator). Service must be of a non-seasonal nature. Use must exceed 500 Therms in each and every Month of the year.

Character of Service:

Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$90.00 per Meter per Month
Telemetry Maintenance Charge:	\$ 30.00 per Meter per Month for Customers required to have electronic telemetry equipment.
Transportation Charge:	\$0.35366 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$20.50 per Meter per Month for Customers required to have electronic measurement equipment and \$4.50 per Meter per Month for Customers not required to have electronic measurement equipment.

**FPUC**

**LARGE VOLUME TRANSPORTATION SERVICE – (LVTS) - CONTINUED**

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**Shrinkage:**

1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:

The minimum bill for each Month shall be the Customer Charge, the Telemetry Maintenance Charge, and the Transportation Administration Charge plus the billing at the above Transportation Charge for a quantity of Gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of Gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC**  
**INTERRUPTIBLE SERVICE – (IS) - CLOSED**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable for any Non-Residential purpose to Commercial and Industrial Customers who contract for service under this rate schedule or Rate Schedule ITS as of June 30, 1998. Customer must contract for service under this schedule for minimum requirements of not less than 3,650 Therms of Gas per Month. This rate schedule is closed to all other existing and new Customers after June 30, 1998 and any additional Gas load not served under this rate schedule or Rate Schedule IS without the expressed written consent of an officer of the Company.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff. All Gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours’ notice by telephone or otherwise except in force majeure conditions.

Monthly Rate:

Customer Charge: \$280.00 per Meter per Month

Telemetry Maintenance Charge: \$30.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.23080 per Therm

Minimum Bill:

The minimum bill for each Month shall be the Customer Charge and the Telemetry Maintenance Charge plus the billing at the above Energy Charge for a quantity of Gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to deliver the quantity of Gas designated as the Monthly Minimum Bill Quantity, Customer’s minimum purchase obligation shall be prorated for such time service was unavailable.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**FPUC**  
**INTERRUPTIBLE SERVICE - (IS) – CLOSED - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Unauthorized Overrun Gas:

Gas taken by Customers under this rate schedule in excess of the Maximum Daily Quantity specified in the contract or by reason of failure to comply with a Curtailment order shall be considered as unauthorized over-run Gas. Company shall bill and Customer shall pay for such unauthorized over-run Gas at the rate of \$1.50 per Therm, or the cost to the Company for such over-run Gas from its supplier, whichever is greater.

The payment of an over-run rate shall not, under any circumstances, be considered as giving Buyer the right to take unauthorized over-run Gas, nor shall such payment be considered to exclude or limit any other remedies available to comply with its obligation to stay within the provisions of all Curtailment orders.

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**FPUC**  
**INTERRUPTIBLE TRANSPORTATION SERVICE - (ITS) - CLOSED**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer who contracts for service under this rate schedule as of June 30, 1998. This rate schedule is closed to all other existing and new Customers after June 30, 1998 and any additional Gas load not served under this rate schedule without the expressed written consent of an officer of the Company.

Character of Service:

Aggregated Transportation of Customer purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$280.00 per Meter per Month
Telemetry Maintenance Charge:	\$ 30.00 per Meter per Month
Transportation Charge:	\$0.23080 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$20.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

**FPUC**

**INTERRUPTIBLE TRANSPORTATION SERVICE – (ITS) - CLOSED - CONTINUED**

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Minimum Bill:

The minimum bill for each Month shall be the Customer Charge, the Telemetry Maintenance Charge, and the Transportation Administration Charge plus the billing at the above Transportation Charge for a quantity of gas equal to the Monthly Minimum Bill Quantity specified in the Agreement. In the event Company is unable to transport the quantity of Gas designated as the Monthly Minimum Bill Quantity, Customer's minimum transportation obligation shall be prorated for such time service was unavailable.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC**  
**NATURAL GAS VEHICLE SERVICE – (NGVS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to Non-residential users through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers. Service must be of a non-seasonal nature.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge: \$100.00 per Meter per Month

Energy Charge:

Non-Fuel \$0.17111 per Therm

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service. Customer must contract for service on an annual basis. In the event that the cost to serve the Customer approaches or exceeds the MACC, service contract may include, at the Customer’s option, a minimum annual commitment in lieu of the advance in aid of construction otherwise required by the Extensions provisions of this Tariff.

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**FPUC**  
**NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (NGVTS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation container. Service must be of a non-seasonal nature.

Character of Service:

Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Customer is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$100.00 per Meter per Month
Telemetry Maintenance Charge:	\$30.00 per Meter per Month for Customers
Transportation Charge:	\$0.17111 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	\$20.50 per Meter per Month
Shrinkage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:

The Customer Charge, the Telemetry Maintenance Charge, and the Transportation Administration Charge.



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**FPUC**

**NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (NGVTS) - CONTINUED**

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Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**FPUC  
GAS LIGHTING SERVICE – (GLS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Customer solely for providing gas service for Gas lighting provided Customer has Gas light fixture(s) approved by the Company, which can be discontinued without affecting other gas service provided by Company, and Customer agrees to be billed for the applicable rates and billing adjustments as part of this service.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff. This service is of lower priority than Company’s other firm services and is subject to interruption in whole or in part at the sole discretion of the Company upon two hours’ notice by telephone or otherwise except in force majeure conditions. This service shall be provided based on the rated hourly usage of each fixture. Company will bill Customer for usage based on the monthly computed usage of the Gas light fixture(s). Customer shall permit Company to place a device onto Customer’s Gas light fixture(s) for tracking purposes. In the event Customer is planning to add, remove, or alter a Gas light fixture, Customer shall notify Company so that Company may adjust its records. Failure to notify Company of any additions or alterations in a Gas light fixture(s) shall result in Customer being charged for Unauthorized Use of Gas. Further, Customer shall give timely notice to Company in the event of a Gas light malfunction.

Monthly Rate:

Customer Charge:	\$ 0.00 per Customer per Month (for Customers who receive a bill for gas service from Company otherwise Company shall bill Customer a Customer Charge based on the equivalent substitute Rate Schedule).
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Energy Charge:

Non-Fuel	\$0.24210 per Therm
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Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

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**FPUC**  
**GAS LIGHTING SERVICE – (GLS) - CONTINUED**

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Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Unauthorized Use of Gas:

In the event Company finds one or more of Customer's Gas light fixtures using Gas during an interruption or Customer fails to notify Company of any additions or alternations in a Gas light fixture(s), Company shall have the right to bill Customer for the computed usage during such interruption or from the date any additions or alternations in a Gas light fixture(s) is determined at a rate of \$1.50 per Therm.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

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**FPUC**  
**GAS LIGHTING TRANSPORTATION SERVICE – (GLTS)**

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Availability:

Available within the FPUC service areas of the Company.

Applicability:

Applicable to any Non-Residential Customer solely for providing Transportation Service for Gas lighting provided by Customer and approved by Company. Gas lighting fixture must be discontinued without affecting other gas service provided by Company.

Character of Service:

Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address. This service is of lower priority than Company's other firm services and is subject to interruption in whole or in part at the sole discretion of the Company upon two-hours' notice by telephone or otherwise except in force majeure conditions. This service shall be provided based on the rated hourly usage of each fixture, Company will bill Customer for usage based on the monthly computed usage of the Gas light fixture(s). Customer shall permit Company to place a device onto Customer Gas lights fixture(s) for tracking purposes. In the event Customer is planning to add, remove, or alter a Gas light fixture, Customer shall notify Company so that Company may adjust its records. Failure to notify Company of any additions or alterations in a Gas light fixture (s) shall result in Customer being charged for Unauthorized Use of Gas. Further, Customer shall give timely notice to Company in the event of a Gas light malfunction.

Electronic Measurement Equipment:

Not applicable

Monthly Rate

Customer Charge:

\$0.00 per Customer per Month (for Customers who receive a bill for gas Transportation Service from Company, otherwise Company shall bill Customer a Customer Charge based on the equivalent substitute rate schedule.

Telemetry Maintenance Charge:

Not applicable

Transportation Charge:

\$0.24210 cents per Therm

Demand Charge:

Not applicable

**FPUC**

**GAS LIGHTING TRANSPORTATION SERVICE – (GLTS) - CONTINUED**

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Transportation Administration

Charge:

\$4.50 per Meter per Month

Shrinkage:

1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:

The Customer Charge and the Transportation Administration Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE- A – (FTS-A) - CLOSED**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is 0 Therms up to 130 Therms. This rate schedule is closed to all Customers, except those receiving service under rate schedules FTS-A as of December 31, 2009. In addition, Customers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-A at the time service was terminated shall receive service at such premise under this Rate Schedule.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$13.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.46358 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – A – (FTS-A) - CLOSED - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

**CFG**

**FIRM TRANSPORTATION SERVICE - A (Fixed) – (FTS-A (Fixed)) - CLOSED**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is 0 Therms up to 130 Therms. This rate schedule is closed to all Customers, except those receiving service under rate schedules FTS-A as of December 31, 2009. In addition, Customers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-A at the time service was terminated shall receive service at such premise under this Rate Schedule.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$17.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.



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**CFG**  
**FIRM TRANSPORTATION SERVICE – A (Fixed) – (FTS-A (Fixed)) - CLOSED -**  
**CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

**CFG**

**FIRM TRANSPORTATION SERVICE – B – (FTS-B) - CLOSED**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 130 Therms up to 250 Therms. This rate schedule is closed to all Customers, except those receiving service under rate schedules FTS-A or FTS-B as of March 3, 2005. In addition, Customers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-B at the time service was terminated shall receive service at such premise under this Rate Schedule.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$15.50
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.49286 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

**CFG**

**FIRM TRANSPORTATION SERVICE – B – (FTS-B) - CLOSED - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

**CFG**

**FIRM TRANSPORTATION SERVICE – B (Fixed) – (FTS-B (Fixed)) - CLOSED**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 130 Therms up to 250 Therms. This rate schedule is closed to all Customers, except those receiving service under rate schedules FTS-A or FTS-B as of March 3, 2005. In addition, Customers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-B at the time service was terminated shall receive service at such premise under this Rate Schedule.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$23.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – B (Fixed) – (FTS-B (Fixed)) - CLOSED -  
CONTINUED**

---

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE - 1 – (FTS-1)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is 0 Therms up to 500 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or five (5) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$19.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.46310 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 1 – (FTS-1) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 1 (Fixed) – (FTS-1 (Fixed))**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is 0 Therms up to 500 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or five (5) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$29.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.



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**CFG**

**FIRM TRANSPORTATION SERVICE – 1 (Fixed) – (FTS-1 (Fixed)) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 2 – (FTS-2)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 500 Therms up to 1,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$34.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.31960 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 2 – (FTS-2) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 2 (Fixed) – (FTS-2 (Fixed))**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 500 Therms up to 1,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$48.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 2 (Fixed) – (FTS-2 (Fixed)) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE - 2.1 – (FTS-2.1)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 1,000 Therms up to 2,500 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$40.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.30827 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 2.1 – (FTS-2.1) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

**CFG**

**FIRM TRANSPORTATION SERVICE-2.1 (Fixed) – (FTS-2.1 (Fixed))**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 1,000 Therms up to 2,500 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$87.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.



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**CFG**

**FIRM TRANSPORTATION SERVICE – 2.1 (Fixed) – (FTS-2.1 (Fixed)) - CONTINUED**

---

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 3 – (FTS-3)**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 2,500 Therms up to 5,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$108.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.24102 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 3 – (FTS-3) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 3 (Fixed) – (FTS-3 (Fixed))**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 2,500 Therms up to 5,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$162.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 3 (Fixed) – (FTS-3 (Fixed)) - CONTINUED**

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Minimum Bill:

The Customer Charge

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 3.1 – (FTS-3.1)**

---

Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 5,000 Therms up to 10,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$134.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.20383 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 3.1 – (FTS-3.1) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 3.1 (Fixed) – (FTS-3.1(Fixed))**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 5,000 Therms up to 10,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$263.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.



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**CFG**

**FIRM TRANSPORTATION SERVICE – 3.1 (Fixed) – (FTS-3.1 (Fixed)) - CONTINUED**

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 4 – (FTS-4)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 10,000 Therms up to 25,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$210.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.18900 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 4 – (FTS-4) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 5 – (FTS-5)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 25,000 Therms up to 50,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable

Monthly Rate:

Customer Charge:	\$380.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.16580 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 5 – (FTS-5) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 6 – (FTS-6)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 50,000 Therms up to 100,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or fifty (50) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$600.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.15137 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 6 – (FTS-6) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 7 – (FTS-7)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 100,000 Therms up to 200,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$700.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.12300 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.



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**CFG**

**FIRM TRANSPORTATION SERVICE – 7 – (FTS-7) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Minimum Bill:

The Customer Charge

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 8 – (FTS-8)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 200,000 Therms up to 400,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$1,200.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.11024 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 8 – (FTS-8) - CONTINUED**

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Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 9 – (FTS-9)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 400,000 Therms up to 700,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$2,000.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.09133 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 9 – (FTS-9) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**  
**FIRM TRANSPORTATION SERVICE – 10 – (FTS-10)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 700,000 Therms up to 1,000,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$3,000.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.08318 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 10 – (FTS-10) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 11 – (FTS-11)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 1,000,000 Therms up to 2,500,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$5,500.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.06977 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.



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**CFG**

**FIRM TRANSPORTATION SERVICE – 11 – (FTS-11) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 12 – (FTS-12)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Customers whose annual metered transportation volume is greater than 2,500,000 Therms up to 12,500,000 Therms. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$9,000.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.061238 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 12 – (FTS-12) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**CFG**

**FIRM TRANSPORTATION SERVICE- 13 – (FTS-13) - CLOSED**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Rate Schedule is closed to all new service. Available to all Customers whose annual metered transportation volume is greater than 12,500,000 Therms, except for the Gas delivered through a separate Meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one hundred (100) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$16,692.25
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.00000 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

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**CFG**

**FIRM TRANSPORTATION SERVICE – 13 – (FTS-13) - CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

**CFG**

**FIRM TRANSPORTATION SERVICE - NATURAL GAS VEHICLE – (FTS-NGV)**

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Availability:

Throughout the CFG service areas of the Company.

Applicability:

Available to all Non-Residential Customers through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Non-Residential Customers served under this rate schedule shall be the lesser of the MAOP at the Customer premise or one-hundred twenty-five (125) p.s.i.g.

Character of Service:

Aggregated Transportation Service of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

A Customer whose consumption is or will be greater than or equal to 50,000 Therms per year is required to have Company provided electronic measurement equipment installed by Company. Customer is responsible for all costs associated with the purchase, installation, and maintenance of electronic measurement equipment.

Monthly Rate:

Customer Charge:	\$100.00
Telemetry Maintenance Charge:	Not applicable
Transportation Charge:	\$0.17111 per Therm
Demand Charge:	Not applicable
Transportation Administration Charge:	Not applicable
Shrinkage:	Not applicable

Minimum Bill:

The Customer Charge

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by Company.

**CFG**

**FIRM TRANSPORTATION SERVICE – NATURAL GAS VEHICLE – (FTS-NGV) -  
CONTINUED**

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Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Determination of Demand Charge MDTQ:

Not applicable.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

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**All Companies**  
**FLEXIBLE GAS SERVICE – (FGS)**

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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.

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

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



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**All Companies**  
**FLEXIBLE GAS SERVICE – (FGS) - CONTINUED**

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Confidentiality Continued

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. Within 30 days after a service agreement has been executed under this rate schedule, the Company shall file the service agreement and related documents with the Commission of Records and Reporting for review by the Commission Staff who shall treat them as confidential documents.

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.

Rate Base:

In the case of providing service to a new Customer under this Tariff, the Company will identify the incremental capital costs, including construction work-in-progress, required to provide service to the Customer. In this instance, the Company will separately account for all such costs, excluding them from rate base.

Where the Customer is served from the Company's existing distribution system, a portion of the net book value of common distribution facilities, including Mains and measuring and regulating stations, reflecting the Customer's distance from the nearest point on an Interstate Gas Pipeline and the size of pipe required to serve that Customer's peak demand for Gas shall be removed from rate base.

In the case of transferring an existing Customer to this Tariff, in addition to excluding all incremental capital costs and common distribution facilities from rate base, the net book value of Mains, Service Lines, and metering equipment that were specifically installed to serve the particular Customer shall be removed 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.

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**All Companies**  
**FLEXIBLE GAS SERVICE – (FGS) - CONTINUED**

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Operating, Maintenance, and Administrative Expenses Continued

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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**All Companies**  
**OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)**

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Availability:

Available within areas served by the Company, and within the area served by an interstate or intrastate natural Gas pipeline also serving the Company.

Applicability:

Interruptible Natural Gas, interstate or intrastate pipeline capacity releases, or delivered natural Gas capacity and supply combine, released or delivered by Company through the facilities of a Transportation Service Provider, using Company's transportation capacity rights on such Transportation Service Provider's pipeline, to any person not connected to Company's distribution system.

This rate schedule is applicable to both bundled and unbundled gas service, i.e., interstate or intrastate pipeline capacity only that is released by Company pursuant to Transportation Service Provider's FERC gas Tariff as well as interstate or intrastate pipeline capacity that is bundled with natural gas supply and is subsequently delivered by the Company to Customer.

Limitation of Service:

Company may notify Customer at any time to reduce or cease using Natural Gas. Company will endeavor to give as much notice as possible to Customer.

Any Gas taken in excess of the volume allocated to Customer during an interruption or Curtailment order shall be considered to be unauthorized overrun Gas. Company may bill and Customer shall pay for such unauthorized overrun Gas, in addition to other charges payable hereunder, at the greater of \$1.50 per Therm or the rate per Therm imposed on Company by the delivering Pipeline.

For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a Nomination to Company specifying the quantity of Natural Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete Nomination from Customer, Company will confirm the quantities of Natural Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Florida Public Utilities Company for delivery shall be "Scheduled Quantities".

Except as nominated by Customer and scheduled by Company, neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Natural Gas or pipeline capacity on any day or during any Month. Deliveries pursuant to this rate schedule shall be subject to Curtailment or interruption at any time in the sole discretion of Company.

The point of delivery for all-natural Gas sold pursuant to this rate schedule shall be the Delivery Point of the delivering Pipeline specified by Customer. The Delivery Point operator shall be

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**All Companies**  
**OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED**

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Limitation of Service Continued

solely responsible for all balancing with the Pipeline, financially and physically.

Customer and Company shall rely on measurement made by the Pipeline. Unless curtailed, all Nominations to Customer's Transportation Service Provider's Delivery Point shall be considered to have been made by the Transportation Service Provider.

Character of Service:

Natural Gas or its equivalent, with an approximate average heating value of in the range of one thousand one hundred (1,000) to one thousand one hundred (1,100) British Thermal Units per standard cubic foot.

Monthly Rate:

Customer Charge: None

Energy Charge Non-Fuel:

For all Scheduled Quantities, an amount not less than \$.000 per Therm, which Non-Fuel Energy Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The Non-Fuel Energy Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Company may from time to time increase or reduce the Non-Fuel Energy Charge as it deems necessary or appropriate to remain competitive, but shall have no obligation to do so; provided, however, that the Non-Fuel Energy Charge shall at all times remain within the limits set forth above.

The bill for Therms billed at the above rates shall be increased by the agreed upon price per Therm of the Natural Gas delivered to Customer pursuant to this rate schedule, including all costs incurred by Company associated with Transportation Service Provider transportation.

This rate schedule shall not be adjusted by the Company's Purchased Gas Cost Recovery Clause.

Transportation

Administration Charge: Not applicable

Minimum Bill: Not applicable

Terms of Payment:

Bills are rendered net and are due and payable within ten (10) calendar days of receipt of invoice from Company.

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**All Companies**  
**OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED**

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Billing Adjustment:

Purchased Gas Cost Recovery Factor: Not applicable to this rate schedule.

All other Billing Adjustments: Sheet Nos. 7.900-7.922

Term of Service:

As mutually agreed, to between Company and Customer.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Disposition of Net Revenues:

For purposes of this rate schedule "net revenues" shall mean the total Non-Fuel Energy Charges received by Company for service pursuant to this rate schedule, revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Pipeline Customers via the Transportation Service Provider's Relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each Month that service is provided pursuant to this rate schedule shall be as follows:

Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's cost of Natural Gas recovered through the Purchased Gas Cost Recovery Factor Clause.

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**POOL MANAGER RATE SCHEDULES**

**All Companies**

**POOL MANAGER SERVICE – (PMS)**

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Applicability:

The provisions of this Rate Schedule shall apply to each broker, marketer or other third-party supplier (collectively “Pool Manager”) of natural Gas that wishes to act as Agents for the purpose of purchasing and scheduling natural Gas for Customers electing Transportation Services. Pool Managers desiring to provide service to Customers will be required to sign a Pool Manager Agreement in which they will agree to be bound by the terms and conditions of the Company’s FPSC Gas Tariff.

Term of Contract:

The term of the Pool Manager Agreement shall be at least one (1) year and from month to Month thereafter unless terminated upon sixty (60) days written notice.

Creditworthiness:

1. All Pool Managers shall establish credit prior to commencing deliveries of Gas and shall maintain such credit during the term hereof. The amount of credit established by each Pool Manager will be equal to the lesser of \$10,000 or an amount equal to Pool Manager’s highest two months aggregated DDR for the most recent 24-month period multiplied by the applicable Transportation Service Provider’s applicable rate schedule(s). Credit will be established by one of the following methods:
  - a. Payment of a cash deposit with Company;
  - b. Furnishing an irrevocable letter of credit from a bank;
  - c. Furnishing a surety bond issued by an entity acceptable to the Company;
  - d. Possessing and maintaining a Standard & Poor’s Long-Term Debt Rating of A- or better, a Moody’s rating of A3 or better, or a comparable rating by another nationally recognized rating organization acceptable to Company; or
  - e. Providing an acceptable parental or corporate guarantee.

If the Pool Manager seeks to establish credit pursuant to paragraph 1e above, Pool Manager shall furnish to Company Pool Manager’s audited financial statements (accompanied by the opinion of and independent certified public accountants or chartered accountants of a recognized national or regional standing) for at least the two most recently completed fiscal years.

All Pool Manager deposits will be subject to an annual review by Company and will be adjusted and billed accordingly. The minimum deposit maintained by each Pool Manager will be \$10,000.

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**All Companies**  
**POOL MANAGER SERVICE – (PMS) - CONTINUED**

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Creditworthiness Continued

Upon meeting Company's standards for creditworthiness, Company will include Pool Manager on Company's list of Approved Pool Managers. Company shall not be required to permit any Pool Manager who fails to provide the above referenced documentation to sell natural Gas on Company's distribution system.

In the event that Pool Manager defaults in its payment obligation to Transportation Service Provider for capacity relinquished as defined below, Company upon receiving notification from Transportation Service Provider of such default shall immediately terminate Pool Manager Agreement with Pool Manager. Company will not be required to permit any Pool Manager who defaults in its payment obligation to Transportation Service Provider to sell natural Gas on Company's distribution system.

Capacity Relinquishment:

Pool Manager will be required to accept a Capacity Relinquishment as required in this Tariff. Failure to accept Capacity Relinquishment by Pool Manager may result in Curtailment of service to Customers being served by Pool Manager or termination of Pool Manager.

Supplying Gas for Delivery:

Pool Manager shall be responsible for purchasing the natural Gas to be delivered for Customers served by the Pool Manager and for causing the same to be delivered to the Company's City Gate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of Transportation Service Provider's FERC Tariff to effectuate such delivery of natural Gas.

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, including any government-mandated quarantines associated therewith, 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 freeze ups, 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

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**All Companies**  
**POOL MANAGER SERVICE – (PMS) - CONTINUED**

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Force Majeure Continued

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: i) 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 ii) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Aggregated Daily Demand Requirement:

Company will calculate the Pool Manager's aggregated Daily Demand Requirement by summing Pool Manager's Daily Demand Requirements, plus applicable Shrinkage, for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. The Company will inform Pool Manager via e-mail of Pool Manager's aggregated Daily Demand Requirement by City Gate for the upcoming Month upon expiration of Company's enrollment deadline.

The Company shall assess the Pool Manager a 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 Pool(s) aggregated DDR. This charge will serve as the final resolution between Company and Customer for such variances. The Company may waive this charge from time-to-time on a non-discriminatory basis.

Pool Manager Nominations

Each Pool Manager shall submit to Company first of the month scheduling and nomination information simultaneously with its submission to Transportation Service Provider(s). In addition, no later than the fifteenth (15<sup>th</sup>) of each month, Pool Manager may submit a mid-month nomination change for each Customer Pool. Pool Manager shall submit to Company, this scheduling and nomination information simultaneously with its submission to Transportation Service Provider(s).

Such Nomination shall include the following information:

1. The Customer, Shipper's Designee or Pool Manager's account number under which service is being nominated;
2. The Company Receipt Point locations including applicable POI and upstream pipeline
3. name, upstream package ID, including Customer's or Pool Manager's account number,
4. and quantity in Therms of Gas to be tendered at each Company Receipt Point.



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**All Companies**  
**POOL MANAGER SERVICE – (PMS) - CONTINUED**

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Pool Manager Nominations Continued

5. the downstream delivery facility name, and quantity in Therms of Gas to be delivered for each Company Customer account or Pool;
6. A beginning and ending date for each Nomination;
7. The upstream contract identifier.

Only Nominations with clearly matching identifiers will be scheduled and subsequently delivered by Company.

Capacity Exceeding Released Quantities:

If Pool Manager's Customer Pool's aggregated DDR is greater than Pool Manager's Customer Pool's aggregated DCQ, Pool Manager shall be responsible for taking such actions as are required to obtain sufficient Transportation Service Provider capacity to meet its Customer Pool requirements, such additional quantities shall be equal to Pool Manager's Customer Pool's DDCV. Pool Manager may acquire such Transportation Service Provider capacity quantities from any source.

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 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.

Responsibility for Natural Gas:

The Company and the Pool Manager shall be jointly and severally liable for the natural Gas while it is in the Company's distribution system between Company's City Gate(s) and the point of delivery to the Customer. The Pool Manager shall be solely liable for the natural Gas until it is delivered to Company's City Gate(s). The party or parties thus responsible for the natural Gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pool Manager shall indemnify the Company for all injury, damage, loss, or liability of the Company caused by Pool Manager's delivery of natural Gas not complying with the Natural Gas Quality section below.

Natural Gas Quality:

All-natural Gas delivered, or caused to be delivered, into Company's distribution system by or on behalf of a Pool Manager will be merchantable and shall conform to the natural Gas quality specifications set forth in the "Quality of Gas" section of this Tariff.

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**All Companies**  
**POOL MANAGER SERVICE – (PMS) - CONTINUED**

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Billing:

The Company shall render to a Pool Manager on or before the 20<sup>th</sup> calendar day of each Month a bill for Pool Manager's monthly Customer Charge and for all imbalance charges as defined in Billing Adjustments during the preceding Month.

Payment:

Pool Manager shall pay the Company the amount due under any bill from the Company within ten (10) days after receipt by the Pool Manager of the bill from the Company. The Company may at its option require the Pool Manager to make payment of any bill by electronic transfer within such ten (10) day period. Any bill not paid within such ten (10) day period shall bear interest at the rate of one and one-half percent (1.5%) per Month.

Billing Disputes:

Pool Manager may dispute the amount of any bill by notifying the Company within sixty (60) days of receipt by the Pool Manager of the bill from the Company. If a Pool Manager in good faith disputes the amount of any bill, the Pool Manager shall nevertheless pay to the Company the amount of such bill. Company shall have thirty (30) days to resolve such disputes with Pool Manager and will refund to Pool Manager any amount resolved in favor of Pool Manager within ten (10) days of such resolution.

Termination of Service:

Pool Manager will be responsible for providing Company with a duly executed CI Pool Manager Customer Termination Notice (See Sheet No. 8.133) not less than thirty (30) Working Days prior to the Pool Manager's desired date for termination of service to Customer.

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**All Companies**  
**SHIPPER ADMINISTRATIVE AND BILLING SERVICE - (SABS)**

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Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for all Indiantown and CFG TTS Pool Managers delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Customers and who utilize the Company for billing Gas costs to Customers.

Monthly Rate:

Pool Manager Administration Charge:

Indiantown:	\$0.00
Ft. Meade and FPUC:	Not applicable
CFG:	\$300.00

Per Customer Charge:

Indiantown:	\$2.03 per Customer
CFG:	\$5.50 per Customer
Ft. Meade and FPUC:	Not applicable

Minimum Charge:

The Pool Manager Administration Charge.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**All Companies**  
**SHIPPER ADMINISTRATIVE SERVICE - (SAS)**

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Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for all CI Pool Managers, except those CI Customers receiving service through the Contract Transportation Service, Special Contract Service or Flexible Gas Service, delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Customers.

Monthly Rate:

Pool Manager Administration Charge:

Indiantown:	\$0.00
Ft. Meade and FPUC:	\$100.00
CFG:	\$300.00

Per Customer Charge:

Indiantown:	\$2.03 per Customer
CFG:	\$7.50 per Customer
Ft. Meade and FPUC:	\$0.00 per Customer

Minimum Charge:

The Pool Manager Administration Charge.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

**CFG**

**OFF-SYSTEM DELIVERY POINT OPERATOR SERVICE – (OSDPOS)**

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Availability:

Throughout the areas of the state where Company’s facilities are not connected to Transportation Service Provider’s custody transfer point(s) and Company is willing to provide Off-System Delivery Point Operator Service to a prospective Customer.

Applicability:

Shippers that enter into an agreement with Company whereas Company, its agent, or a regulated affiliate provides the OS-DPO Service at an off-system Delivery Point with Transportation Service Provider.

Monthly Rate:

<u>Dekatherm/Day Scheduled @ Off-System Delivery Point</u>	<u>Monthly Rate</u>
Up to 500 Dekatherms	\$ 41.67
501 – 1,000 Dekatherms	\$ 83.34
1,001 – 2,500 Dekatherms	\$ 208.34
2,501 – 5,000 Dekatherms	\$ 416.67
5,001 – 10,000 Dekatherms	\$ 833.34
10,001 – 25,000 Dekatherms	\$ 1,250.00
Over 25,001 Dekatherms	\$ 1,666.67

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CUSTOMER RIDERS**  
**All Companies**  
**CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER)**

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Availability:

Throughout the service areas of the Company.

Applicability:

Customers with Alternate Fuel capabilities who execute a CTS Affidavit (Sheet Nos. 8.114-8.115) and a Contract Transportation Service Agreement (Sheet Nos. 8.116-8.123), which is accepted by Company, for a minimum term of one year, and who transport over 50,000 Therms annually.

Monthly Rate:

Customer may at any time request a reduction in the applicable rate schedule Monthly Rate by completing, and submitting to the Company, CTS Affidavit. Determination of Customer's cost of Alternate Fuel shall be based on information set forth in Company's CTS Affidavit. Customer shall certify that its cost of Alternate Fuel is less than the delivered cost of Gas transported by Company. Once a Customer has submitted and Company has accepted CTS Affidavit, the Customer shall resubmit such form, with then current information, on or before the first day of each Month thereafter, and at any time there is any change in any information contained in a form previously submitted. The Monthly Rate for a Customer, who does not submit a properly completed CTS Affidavit as required hereunder, or if Company does not accept the completed form, shall be the currently applicable Tariff rate for the Customer.

The Monthly Rate to Customer shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include but are not necessarily limited to the cost of Gas which is available to serve Customer; the delivered price of Customer's designated Alternate Fuel; the availability of such Alternate Fuel; and the nature of Customer's operations. Company may from time to time increase or reduce the Monthly Rate as it deems necessary or appropriate to compete with Alternate Fuel but shall have no obligation to do so.

Company will notify Customer immediately by telephone or electronic communication to be followed by written notification within 24 hours of any change in the Monthly Rate. The noticed change in the Monthly Rate shall specify that the new Monthly Rate shall be effective beginning either the subsequent Gas Month or the subsequent Gas Day, as specified in the notice.

In instances where the Customer is able to demonstrate the ability and intent to bypass the Company's distribution system, the distribution charge shall, in the discretion of the Company, be the rate per Therm necessary to retain the Customer on the Company's distribution system, provided that such rate is demonstrated to be in the long-term best interests of both the Company and its rate payers.

**All Companies**

**CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER) - CONTINUED**

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Terms and Conditions of Service:

1. The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.
2. Service under this Rate Schedule is subject to the Terms and Conditions for Transportation Service as provided in this Tariff.
3. In the event the Company agrees to provide the necessary natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.
4. Service under this schedule shall be subject to the terms and conditions of the Transportation Service Agreement between the Company and the Customer and, unless otherwise indicated herein or in the Transportation Service Agreement, to the Terms and Conditions for Transportation Service set forth in this Tariff.
5. Alternate Fuel or Bypass Certification:  
The new or existing Customer shall certify that its cost of Alternate Fuel or bypass is less than the delivered cost of Gas received under Company's Transportation Service. Determination of Customer's cost of Alternate Fuel shall be based on information set forth in an affidavit acceptable to the Company. Once a Customer has submitted such form, and the same has been accepted by the Company, the Customer shall resubmit such form, with then current information, on the first day of each Month thereafter, and at any time there is any change in any information contained in a form previously submitted.

The monthly rate for a Customer who submits no affidavit to Company, or who fails to submit such form (properly completed) as required hereunder, or who's completed form if not accepted by Company, shall be the currently applicable non-adjusted rate.

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**All Companies**

**CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER) - CONTINUED**

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6. Transportation Service rendered under this Rate Schedule may be curtailed or fully interrupted at the sole discretion of the Company in accordance with the Transportation Service Agreement and the provisions of the Curtailment Plan. The Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of gas service rendered under this Rate Schedule.



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**All Companies**  
**AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)**

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Availability:

Throughout the service areas of the Company.

Applicability:

Customers receiving Regulated Sales Service or Transportation Service at a premise that has been activated within the first five (5) years of the in-service date of an extension of facilities for which an AEP Charge has been established.

Monthly Rate:

The AEP monthly rate shall be calculated pursuant to Section F.1.e.i of this Tariff.

Each applicable Customer premise shall be charged or credited with the “true-up” as calculated in accordance with the “Recalculated AEP Charge and True-Up” Section F.1.e.ii of this Tariff.

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**BILLING ADJUSTMENTS**  
**All Companies**  
**COMPETITIVE RATE ADJUSTMENT**

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Applicability:

Indiantown, Ft. Meade and FPUC. To the Monthly Rate provision in each of the Company's Rate Schedules, except those receiving service under the Contract Transportation Service (CTS) Rider or a Special Contract, shall be adjusted as determined in a subsequent filing made by the Company.

CFG. To the Monthly Rate provision in each of the Company's CFG Customer rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-2.1, FTS-3, FTS-3.1, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, and FTS-12.

The distribution and transportation charges for Gas and Transportation Service is subject to adjustment in accordance with the following provisions for shortfalls or surpluses in the Company's revenues resulting from Regulated Gas Sales Service and Transportation Service under the CTS rider.

1. For the purposes of this clause, the following definitions shall apply:
  - a. "Actual revenue" means Company's actual revenue derived from service provided to Alternate Fuel Customers at rates prescribed, under the rates section of the CTS Rider, during a determination period.
  - b. "Base revenue" means the revenue which Company would have derived had all Gas transported at rates prescribed, under the "currently applicable base rate," during a determination period, been billed at the base transportation charge.
  - c. "Currently Applicable Base Rate" means the Regulated Gas Sales Service or Transportation Service Rate Schedule for which the Customer would otherwise qualify for service.
  - d. "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a determination period.
  - e. "Shortfall" means the amount, if any, by which the Company's base revenue exceeds its actual revenue for a determination period.

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**All Companies**  
**COMPETITIVE RATE ADJUSTMENT – CONTINUED**

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- f. The existence of a shortfall or surplus shall be determined by comparing Company's actual revenue with its base revenue. This determination shall be made each year for the twelve-Months ending December ("Determination Period").
- g. Adjustments to rates pursuant to this clause shall be implemented during an "Adjustment Period," which shall be the twelve Months immediately following the Determination Period in the event of a surplus. In the event of a shortfall, any twelve successive Months ending on a December 30 within five years following the Determination Period may be an Adjustment Period.
2. In the event of a Surplus, Company shall reduce rates to Customers to credit them with revenues equal to one-half the surplus. In the event of a shortfall, Company may increase rates to Customers to recover an amount not to exceed one-half the Short fall. The amount of any credit or recovery is governed by the following:

$$\text{Surplus} = (\text{Actual revenue} - \text{Base revenue}) \times 0.5$$

$$\text{Short fall recovery} = (\text{Base Revenue} - \text{Actual revenue}) \times 0.5$$

A Surplus credit or Short fall recovery shall be implemented during an adjustment period by reducing or increasing the transportation charges prescribed in each applicable rate schedule. The adjustment factor computed for each rate schedule shall conform to the methodology approved by the FPSC for use in determining cost recovery factors by rate schedule in the Company's Energy Conservation Cost Recovery Adjustment.

Any variation between the actual credit to Customers and the amount calculated pursuant to the preceding paragraph, or between the Actual Shortfall calculated amount which the Company elected to recover in an adjustment period, shall be "trued-up" during the succeeding twelve Months pursuant to methodology approved by the FPSC.

Company may defer all or a portion of a shortfall recovery to a subsequent adjustment period or portion thereof.

All adjustment factors computed on a per Therm basis shall be rounded to the nearest 0.001 cent per Therm.

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**COMPETITIVE RATE ADJUSTMENT - FIXED**

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Applicability:

All CFG Customers, receiving Transportation Service from the Company and are assigned to or have selected Rate Schedules FTS-A (Fixed), FTS-B (Fixed), FTS-1 (Fixed), FTS-2 (Fixed), FTS-2.1 (Fixed), FTS-3 (Fixed), and FTS-3.1 (Fixed).

The Monthly Rate is subject to adjustment in accordance with the following provisions for prior Shortfalls or Surpluses in the Company's revenues resulting from service provided under the CTS Rider.

1. For the purposes of this clause, the following definitions shall apply:
  - a. "Actual revenue" means Company's Monthly Rate derived from service provided to CFTS Customers during a Determination Period.
  - b. "Tariff Revenue" means the Monthly Rate revenue which Company would have derived had all Gas transported to Customers, during the Determination Period, been billed at the applicable Transportation Service rate schedule.
  - c. "Surplus" means the amount, if any, by which Company's Actual Revenue exceeds its Tariff Revenue for a Determination Period.
  - d. "Shortfall" means the amount, if any, by which the Company's Tariff Revenue exceeds its Actual Revenue for a Determination Period.
2. The existence of a shortfall or surplus shall be determined by comparing Company's Actual Revenue with its Tariff Revenue. The determination shall be made each year for the twelve Months ending December 31 ("Determination Period").

Adjustments to rates pursuant to this clause shall be implemented during an "Adjustment Period," which shall be the twelve Months immediately following the Determination Period in the event of a Surplus. In the event of a shortfall, any twelve successive Months ending on a December 31 within five years following the Determination Period may be an Adjustment Period.

**All Companies**  
**ENERGY CONSERVATION COST RECOVERY**

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**Applicability:**

All Customers receiving Regulated Gas Sales Service or Transportation Service from the Company and are assigned to or have selected the rate schedules listed below. The bill for Gas or Transportation Service, as applicable, supplied to the Customer in and Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule listed below shall be increased or decreased to the nearest .001 cent multiplied by the tax factor of 1.00503 for each Therm to recover the conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's energy conservation plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The cost recovery factors for the period from the first billing cycle for January 2020 through the last billing cycle for December 2020 are as follows:

**INDIANTOWN:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
TS-1	\$0.10118
TS-2	\$0.01424
TS-3	\$0.02720
TS-4	\$0.00000
TS-NGV	\$0.00000

**FT. MEADE:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
RS	\$0.10281
GS-1	\$0.06276
GSTS-1	\$0.06276
GS-2	\$0.04750
GSTS-2	\$0.04750
LVS	\$0.03987
LVTS	\$0.03987

**FLORIDA PUBLIC UTILITIES:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
RS	\$0.10281
RS-GS	\$0.10281
GS-1	\$0.06276

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**All Companies**  
**ENERGY CONSERVATION COST RECOVERY – CONTINUED**

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**FLORIDA PUBLIC UTILITIES:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
GS-2	\$0.04750
CS-GS	\$0.06276
GSTS-1	\$0.06276
GSTS-2	\$0.04750
LVS	\$0.03987
LVTS	\$0.03987
NGV	\$0.01743
NGVTS	\$0.01743

**CENTRAL FLORIDA GAS:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
FTS-A	\$0.25768
FTS-B	\$0.19566
FTS-1	\$0.17125
FTS-2	\$0.08675
FTS-2.1	\$0.06376
FTS-3	\$0.05567
FTS-3.1	\$0.04165
FTS-4	\$0.03543
FTS-5	\$0.03028
FTS-6	\$0.02557
FTS-7	\$0.01728
FTS-8	\$0.01558
FTS-9	\$0.01356
FTS-10	\$0.01259
FTS-11	\$0.01015
FTS-12	\$0.00845
FTS-NGV	\$0.00000

**CFG**  
**ENERGY CONSERVATION COST RECOVERY - FIXED**

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Applicability:

All CFG Customers, receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A (Fixed), FTS-B (Fixed), FTS-1 (Fixed), FTS-2 (Fixed), FTS-3 (Fixed). The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule shall be increased or decreased to the nearest \$0.00001 multiplied by the tax factor of 1.00503 for each Therm of consumption or transportation to recover the conservation related expenditures by the Company. Customer bill. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The cost recovery factors for the period from the first billing cycle for January 2020 through the last billing cycle for December 2020 are as follows:

<u>Rate Schedule</u>	<u>Dollars per Bill</u>
FTS-A (Fixed)	\$1.57
FTS-B (Fixed)	\$2.05
FTS-1 (Fixed)	\$2.58
FTS-2 (Fixed)	\$5.32
FTS-2.1 (Fixed)	\$7.63
FTS-3 (Fixed)	\$18.80
FTS-3.1 (Fixed)	\$25.86

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**All Companies**  
**GAS RELIABILITY INFRASTRUCTURE PROGRAM**

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**Applicability:**

The bill for Regulated Gas Sales Service or Transportation Service, as applicable, supplied to a Customer in any Billing Period shall be adjusted as follows:

The GRIP factors for the period from the first billing cycle for January 2020 through the last billing cycle for December 2020 are as follows:

**INDIANTOWN:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
TS-1	Not applicable
TS-2	Not applicable
TS-3	Not applicable
TS-4	Not applicable
NGVTS	Not applicable

**FT. MEADE:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
RS	\$0.24865
GS-1	\$0.07705
GSTS-1	\$0.07705
LVS	\$0.00000
LVTS	\$0.00000
IS	\$0.00000
ITS	\$0.00000
GLS	\$0.00000
GLSTS	\$0.00000
NGV	\$0.00000
NGVTS	\$0.00000



**All Companies**  
**GAS RELIABILITY INFRASTRUCTURE PROGRAM – CONTINUED**

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**FLORIDA PUBLIC UTILITIES:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
RS	\$0.22312
GS-1	\$0.14188
GS-2	\$0.14188
GSTS-1	\$0.14188
GSTS-2	\$0.14188
LVS	\$0.09269
LVTS	\$0.09269
IS	\$0.05864
ITS	\$0.05864
GLS	\$0.49288
GLSTS	\$0.49288
NGV	\$0.14188
NGVTS	\$0.14188

**CENTRAL FLORIDA GAS:**

<u>Rate Schedule</u>	<u>Rates per Therm</u>
FTS-A	\$0.58634
FTS-B	\$0.17923
FTS-1	\$0.10585
FTS-2	\$0.11969
FTS-2.1	\$0.11818
FTS-3	\$0.04936
FTS-3.1	\$0.05900
FTS-4	\$0.06632
FTS-5	\$0.07411
FTS-6	\$0.05246
FTS-7	\$0.07043
FTS-8	\$0.06898
FTS-9	\$0.14575
FTS-10	\$0.08765
FTS-11	\$0.09581
FTS-12	\$0.02970
FTS-13	N/A

**Definitions:**

The Company has prioritized the potential replacement projects focusing initially on areas of high consequence and areas more susceptible to corrosion. The GRIP Program minimizes impact to Customers, but at the same time, allows the Company to accelerate its replacement

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**All Companies**  
**GAS RELIABILITY INFRASTRUCTURE PROGRAM – CONTINUED**

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Definitions Continued

program-eligible infrastructure. Costs incurred to remove the existing eligible distribution Mains and Service Lines are not recoverable under the GRIP Program.

The Eligible Infrastructure Replacement includes the following:

1. Company plant investment that
  - a. Does not increase revenues by directly connecting new Customer to the plant asset,
  - b. is in service and used and useful in providing utility service, and
  - c. was not included in the Company's rate base for purposes of determining the Company's base rates in its most recent general base rate proceeding.
2. Mains and Service Lines, as replacements for existing cast iron, wrought iron, and bare steel facilities, and regulation station and other pipeline system components, the installation of which is required as a consequence of the replacement of the aforesaid facilities.

The Company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the allowable equity and debt components of the Company's weighted cost of capital,
2. Depreciation expense (respectively calculated using the currently approved depreciation rates),
3. Customer and general public notification expenses associated with GRIP for:
  - a. All Customers regarding the implementation of the GRIP Program and the approved surcharge factors:
  - b. The immediately affected Customers where the eligible infrastructure is being replaced, and
  - c. The general public through publications (newspapers) covering the geographic areas of the eligible infrastructure replacement activities.
4. Ad valorem taxes, grossed-up for federal and state income taxes.

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**All Companies**

**GAS RELIABILITY INFRASTRUCTURE PROGRAM – CONTINUED**

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The Company is utilizing a surcharge mechanism in order to recoup the costs associated with the GRIP Program. The Company has developed its GRIP surcharge factors for each rate classification utilizing the same investment data developed and approved in its most recent rate case. The GRIP surcharge for each Customer class will be a per Therm rate per Month that is calculated by multiplying the GRIP revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected surcharge.

**CFG**  
**GAS INFRASTRUCTURE REPLACEMENT PROGRAM (GRIP) - FIXED**

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Applicability:

All CFG Customers, receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A Fixed), FTS-B (Fixed), FTS-1 Fixed), FTS-2 (Fixed), FTS-2.1 (Fixed), FTS-3 (Fixed), and FTS-3.1 (Fixed).

The Transportation Charge for Transportation Service to each applicable rate classification shall be adjusted by the following recovery factors. The recovery factors for all Meters read for the period January 1, 2020 through December 31, 2020 for each rate classification are as follows:

<u>Rate Schedule</u>	<u>Dollars per Bill</u>
FTS-A (Fixed)	\$3.62
FTS-B (Fixed)	\$1.85
FTS-1 (Fixed)	\$1.56
FTS-2 (Fixed)	\$6.93
FTS-2.1 (Fixed)	\$13.59
FTS-3 (Fixed)	\$15.58
FTS-3.1 (Fixed)	\$35.77

Definitions

The Company has prioritized the potential replacement projects focusing initially on areas of high consequence and areas more susceptible to corrosion. The GRIP Program minimizes impact to Customers, but at the same time, allows the Company to accelerate its replacement Program-eligible infrastructure. Costs incurred to remove the existing eligible distribution Mains and Service Lines are not recoverable under the GRIP Program.

The Eligible Infrastructure Replacement includes the following:

1. Company plant investment that
  - a. Do not increase revenues by directly connecting new Customer to the plant asset,
  - b. is in service and used and useful in providing utility service, and
  - c. was not included in the Company's rate base for purposed of determining the Company's base rates in its most recent general base rate proceeding.
2. Mains and Service Lines, as replacements for existing cast iron, wrought iron and bare steel facilities, and regulation station and other pipeline system components, the installation of which is required as a consequence of the replacement of the aforesaid facilities.

**CFG**

**GAS RELIABILITY INFRASTRUCTURE PROGRAM – FIXED - CONTINUED**

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The Company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the allowable equity and debt components of the Company's weighted cost of capital,
2. Depreciation expense (respectively calculated using the currently approved depreciation rates,
3. Customer and general public notification expenses associated with GRIP for:
  - a. All Customers regarding the implementation of the GRIP Program and the approved surcharge factors:
  - b. The immediately affected Customers where the eligible infrastructure is being replaced, and
  - c. The general public through publications (newspapers) covering the geographic areas of the eligible infrastructure replacement activities.
4. Ad valorem taxes, grossed-up for federal and state income taxes.

The Company is using a surcharge mechanism in order to recoup the costs associated with the GRIP Program. The Company has developed its GRIP surcharge factors for each rate classification utilizing the same investment data developed and approved in its most recent rate case. The GRIP surcharge for each Customer class in the usage classification will be a per Therm rate per Month that is calculated by multiplying the GRIP revenue requirements by the Percentage representing a class share of such requirements and dividing the result by the projected annual Therms for such class. For Customers billed at the Company's Fixed Rates, the GRIP surcharge for each Customer will be a per bill rate per Month that is calculated by multiplying the GRIP revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected annual bills for such class during the twelve (12) Month period following the effective date of the billing of such surcharge.

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**All Companies**  
**TRANSPORTATION COST RECOVERY ADJUSTMENT**

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Applicability:

All TTS Pool Managers.

Company is authorized to recover certain non-recurring, incremental expenses incurred, or projected to be incurred, in the implementation of the Company's consolidated Transportation Service programs. A Transportation Cost Recovery (TCR) Billing Adjustment shall be charged to all TTS Pool Managers. Under the provisions of the Company's TTS Pool Manager Agreement, the charges levied under this TCR adjustment may be passed through to Customers in the TTS Pool Manager's monthly Gas supply billing charge.

Each Month during the twelve (12) Month TCR period, the Company shall adjust the Shipper Administration Charge in the Shipper Administration and Billing Service (SABS) rate schedule by the TCR Billing Adjustment.

The TCR Billing Adjustment shall be determined as follows:

The TCR amount authorized by the Commission, including applicable interest and regulatory assessment fees, shall be divided into twelve (12) approximately equal monthly amounts (the Monthly TCR Amount). Each Month the Company shall determine the number of Customers assigned to each ITS Shipper's respective Customer Pool. The Company shall prorate each Monthly TCR Amount between TTS Pool Manager's based on the relative number of Customers in each ITS Shipper's Customer Pool. In the final Month of the recovery period (Month twelve), the Company may adjust the Monthly TCR Amount (increase or decrease) to ensure that the actual total TCR amount recovered is equal to the Company's actual TCR expenses. For each TTS Pool Manager, the respective Shipper Administration Charge shall be increased by the Monthly TCR Amount.

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**All Companies**  
**SWING SERVICE RIDER**

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Applicability:

The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

The Swing Service factors for the period from the first billing cycle for January 2020 through the last billing cycle for December 2020 are as follows:

**INDIANTOWN:**

<u>Rate Schedule</u>	<u>Rates Per Therm</u>
TS-1	\$0.0591
TS-2	\$0.0552
TS-3	\$0.0638
TS-4	\$0.0000

**FT. MEADE:**

<u>Rate Schedule</u>	<u>Rates Per Therm</u>
GSTS-1	\$0.0472

**FLORIDA PUBLIC UTILITIES:**

<u>Rate Schedule</u>	<u>Rates Per Therm</u>
GSTS-1	\$0.0501
GSTS-2	\$0.0485
LVTS	\$0.0480

**All Companies**  
**SWING SERVICE RIDER – CONTINUED**

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**CENTRAL FLORIDA GAS:**

<u>Rate Schedule</u>	<u>Rates Per Therm</u>
FTS-A	\$0.0636
FTS-B	\$0.0648
FTS-1	\$0.0684
FTS-2	\$0.0748
FTS-2.1	\$0.0698
FTS-3	\$0.0578
FTS-3.1	\$0.0580
FTS-4	\$0.0486
FTS-5	\$0.0490
FTS-6	\$0.0498
FTS-7	\$0.0482
FTS-8	\$0.0480
FTS-9	\$0.0465
FTS-10	\$0.0466
FTS-11	\$0.0494
FTS-12	\$0.0432

<u>Rate Schedule (Fixed)</u>	<u>Rates Per Bill</u>
FTS-A	\$0.5471
FTS-B	\$0.9846
FTS-1	\$1.4766
FTS-2	\$3.2767
FTS-2.1	\$10.6425
FTS-3	\$12.9458
FTS-3.1	\$36.7220

**Definitions**

This surcharge allocates a fair portion of Upstream Capacity Costs and expenses associated with the provision of Swing Service to transportation Customers in accordance with FPSC approval.



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**All Companies**  
**OPERATIONAL BALANCING ACCOUNT**

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Authorization for Recovery or Refund:

It is the intent of this Tariff that the Company shall be authorized to recover or refund any and all charges and credits, related to the provision of Transportation Service, as have historically been recovered from or allocated pursuant to the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.

Charges or Credits:

The OBA provides the mechanism by which the Company accumulates and allocates the following charges or credits, which include but are not limited to:

1. Charges or credits associated with balancing, the measured Gas quantities at the Company's Delivery Points with Transportation Service Providers scheduled quantities of Gas on Transportation Service Providers' system(s).
2. Charges or credits associated with the balancing between Pool Manager, Shipper's Designees, and Customers on the Company's distribution systems, less Retainage for transportation shrinkage, to actual daily deliveries of Gas by Company to Customers.
3. Charges or credits associated with the "Operational Controls" section Y.7 of this Tariff. Such charges or credits associated with the Operational Controls shall be recorded in a separate sub-account of the Operational Balancing Account ("OBA").
4. Charges or credits associated with any unreleased Transportation Service Provider capacity that has not otherwise been assigned or allocated.
5. Charges or credits resulting from the over and under collection of Company's interstate pipeline capacity costs calculated monthly using Company's projected weighted average pipeline capacity expenses and released on an annualized basis and as described herein.
  - a. Company shall calculate the Weighted Average Capacity Cost ("WACC") annually (on a calendar year basis) as follows:

The Company's Weighted Average Cost of Capacity ("WACC") shall equal the projected annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Company's Rate Schedules FGS and Rider CTS, Customers served by the Company pursuant to a Special Contract, Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long-term capacity release i.e., a period longer than one year.

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**All Companies**  
**OPERATIONAL BALANCING ACCOUNT – CONTINUED**

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Company shall include a load factor adjustment to Company's WACC based on Company's Residential and Non-residential Customer(s) daily demand and load factor(s) and on-going Company interstate pipeline capacity acquisition, turn-back, or long-term releases.

Company may re-project Company's WACC throughout the calendar year and if the re-projected expenses for the remaining period exceed projected recovery for the twelve (12) month period, the Company may re-project the WACC and recall and rerelease capacity to the applicable Pool Manager at the recalculated WACC.

Any over-recovery or under-recovery of Company's interstate capacity costs included in the WACC by the Company shall be "trued-up". The "trued up" WACC amount shall be applied prospectively, to the succeeding calendar year's projected WACC.

Company shall maintain a separate sub-account in this OBA to track interstate pipeline capacity expenses included in Company's OBA.

6. Charges and credits associated with providing Temporary Back-Up Service in the event of the non-performance of Customer, Shipper's Designee, or Pool Manager.
7. Other charges or credits related to the provision of Transportation Service that have historically been recovered or allocated through the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.
8. This mechanism should not be considered to preclude the Company from recovering other penalties and charges from its Customers as otherwise defined in this Tariff.

Disposition of OBA Balance:

A Customer or Pool Manager may request that its OBA balance be billed and paid on a regular monthly basis or at the end of each calendar quarter, which may be granted at the Company's discretion. Where the OBA is not billed regularly on a monthly or quarterly basis, the Company shall, within 30 days after calendar quarter end, dispose of any OBA balance with Customers and Pool Managers if such balance is at least \$100,000 (debit or credit balance). If the OBA balance at calendar quarter end is below \$100,000 (debit or credit balance), then the Company shall not dispose of the OBA balance until such time that the OBA balance is at least \$100,000 (debit or credit balance) at any subsequent calendar quarter. The Company shall, within 45 days after calendar year end, dispose of the OBA balance, regardless of balance amount, with Customers and Pool Managers. Each Customer's or Pool Manager's refund or charge shall be based upon

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**All Companies**

**OPERATIONAL BALANCING ACCOUNT – CONTINUED**

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the proportion of scheduled Gas of each Customer or Pool Manager to the total amount of scheduled Gas by all Customers and Pool Managers during the corresponding OBA refund or charge period.

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**All Companies**  
**TAXES AND OTHER ADJUSTMENTS**

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There will be added to all bills rendered, all applicable local, state and federal fees and taxes, including but not limited to, municipal utility taxes, franchise fees, state gross receipts tax, and state sales taxes presently assessed by governmental authorities, as well as any future changes or new fees, taxes or assessments by any governmental authorities subsequent to the effective date of this Tariff. All such fees, taxes and assessments as described above shall be shown on Customer or Pool Manager bills.

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**Ft. Meade and FPUC**  
**PURCHASED GAS COST RECOVERY FACTOR**

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The energy charge of the Monthly Rate for Regulated Gas Sales Service supplied in any billing period shall be adjusted by the Company's expected weighted average costs of Gas (WACOG). The WACOG may not exceed the Commission-approved purchased Gas cost recovery factor based on estimated Gas purchases for the 12-Month periods of January through December, in accordance with the methodology adopted by the Commission on May 19, 1991, in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for Customers using the Gas supply solely for the generation of electricity), and rounded to the nearest \$.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during the billing period.

The purchased Gas cost recovery factor approved by the Commission for the billing Months of January 2020 through December 2020 is 100.946 cents per Therm.

The purchased Gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-Month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current Month's WACOGs may be adjusted for prior Months' differences between projected and actual costs of Gas purchased but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased Gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve Month period, in accordance with the methodology adopted by the FPSC on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the FPSC.

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**CFG**  
**TEMPORARY ENVIRONMENTAL SURCHARGE**

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Applicability:

All Customers receiving Gas or Transportation Service, as applicable, from the Company and are assigned to Company's CFG rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-2.1, FTS-3, FTS-3.1, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, and FTS-12.

The Energy Charge or Transportation Service to a Customer in any billing period shall be adjusted as follows to recover the Company's cost related to the environmental remediation of its manufactured Gas plant site.

The cost recovery factor for the period from January 1, 2020 through December 31, 2020 for each rate schedule is as follows:

**CENTRAL FLORIDA GAS:**

<u>Rate Schedule</u>	<u>Dollars per Bill</u>
FTS-A	\$0.00
FTS-B	\$0.00
FTS-1	\$0.00
FTS-2	\$0.00
FTS-2.1	\$0.00
FTS-3	\$0.00
FTS-3.1	\$0.00
FTS-4	\$0.00
FTS-5	\$0.00
FTS-6	\$0.00
FTS-7	\$0.00
FTS-8	\$0.00
FTS-9	\$0.00
FTS-10	\$0.00
FTS-11	\$0.00
FTS-12	\$0.00

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**CFG**

**SOLAR WATER HEATING ADMINISTRATIVE BILLING SERVICE**

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Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for any third-party entity (the "SWHS Contractor") installing residential combination thermal solar and natural Gas water heating systems on the Company's Gas distribution system that have entered into an SWHS agreement with the Company. The Company shall provide a payment agent/collection service for authorized SWHS Contractors. Each Month, the Company shall bill applicable Customers the SWHS Contractor's charge for installing and maintaining the combination solar/Gas water heating system. The Company shall remit such funds collected from Customers, less the SWHS Customer Charge, to the applicable SWHS contractors. The Company shall have no obligation to the SWHS Contractor for any charges that are not collected from Customers.

Monthly Rate:

Customer Charge:

\$7.50 per bill

Minimum Charge:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:

The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.900-7.922.

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**CFG and Indiantown  
SHIPPER OF LAST RESORT**

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Applicability:

All Customers in a TTS Customer Pool, only when the Company, upon default of all TTS Pool Managers, is providing the Shipper of Last Resort Service.

The Monthly Rate shall contain an additional component (the “SOLR Fuel Charge”) for Gas supplied in any billing period. The SOLR Fuel Charge shall be Company’s weighted average cost of Gas (WACOG). The WACOG shall be derived from such charges (Gas supply costs, interstate pipeline capacity charges, monthly imbalance charges, Operational Order charges, SABS Charges, etc.) that comprise the total cost of Gas to the Company. The WACOG shall be determined in accordance with the methodology adopted by the Commission on May 2, 1991, in Order No. 24463, Docket No. 910003-GU, or as such methodology may be amended from time to time by further order of the Commission. The WACOG determined as set forth above shall be grossed up by 1.00503 for regulatory fees and rounded to the nearest \$0.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during each billing period.

During the time the Company is providing SOLR Service, all over- or under-recovery of the cost of Gas supplied by the Company shall be “trued up”, with interest, during succeeding billing periods as an adjustment to the WACOG. Upon selection and activation of a new TTS Pool Manager(s), Company shall, on a pro-rata basis, credit or bill the new TTS Pool Manager(s) the remaining over- or under-recovery of the cost of Gas supplied.



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***INDEX OF STANDARD FORMS***

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<b>A. NATURAL GAS SERVICE AGREEMENT</b>	<b>8.100</b>
<b>A. NATURAL GAS SERVICE AGREEMENT (BACK)</b>	<b>8.101</b>
<b>B. EXTENSION OF FACILITIES AGREEMENT</b>	<b>8.102</b>
<b>C. IMPROVEMENT OR RELOCATION OF FACILITIES AGREEMENT</b>	<b>8.103</b>
<b>D. PROPERTY OWNER'S CONSENT FORM</b>	<b>8.104</b>
<b>E. BILL</b>	<b>8.105</b>
<b>F. NOTICE OF TERMINATION</b>	<b>8.106</b>
<b>G. METER / SERVICE ORDER</b>	<b>8.107</b>
<b>H. ELECTRONIC FUNDS TRANSFER FORM</b>	<b>8.108</b>
<b>I. HAZARDOUS METER TAG</b>	<b>8.109</b>
<b>J. CUSTOMER METER READING CARD</b>	<b>8.110</b>
<b>K. GAS METER NOTICE</b>	<b>8.111</b>
<b>L. MISSED SERVICE CALL TAG</b>	<b>8.112</b>
<b>M. SERVICE DISCONNECT TAG</b>	<b>8.113</b>
<b>N. CTS AFFIDAVIT FORM</b>	<b>8.114</b>
<b>O. CONTRACT TRANSPORTATION SERVICE AGREEMENT</b>	<b>8.116</b>
<b>P. TRANSPORTATION SERVICE AGREEMENT</b>	<b>8.124</b>
<b>Q. ITS and CFG OS-DPO SHIPPER DESIGNEE FORM</b>	<b>8.131</b>
<b>R. CI POOL MANAGER CUSTOMER TERMINATION NOTICE</b>	<b>8.133</b>
<b>S LETTER OF AUTHORIZATION</b>	<b>8.134</b>
<b>T. REQUEST TO RETURN TO REGULATED SALES SERVICE</b>	<b>8.138</b>
<b>U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT</b>	<b>8.139</b>
<b>V. OFF SYSTEM SALES LETTER AGREEMENT</b>	<b>8.148</b>
<b>W. CI POOL MANAGER AGREEMENT</b>	<b>8.153</b>
<b>X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT</b>	<b>8.157</b>

**STANDARD FORMS**  
**A. 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:

Account Deposit: Amount>>  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:  Formula>>

Gas Appliance(s) Schedule	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 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 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: <input type="text"/>	By: <input type="text"/>
Florida Public Utilities Agent's Signature	Customer's Signature
<input type="text"/>	<input type="text"/>
Account Manager	Customer
	<input type="text"/>
	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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***A. NATURAL GAS SERVICE AGREEMENT (BACK)***

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**Natural Gas Service Terms and Conditions**

The appliance names 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.



**B. EXTENSION OF FACILITIES AGREEMENT**

**FLORIDA PUBLIC UTILITIES**

**Extension of Facilities Agreement**

This agreement, executed in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and \_\_\_\_\_, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

- The Utility will extend or increase its facilities as follows:
 

The Utility will commence the extension or increase of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.
- To compensate the Utility for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Utility's with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of \_\_\_\_\_ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in \_\_\_\_\_ The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.
- The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations, shall be exercised according to option (a) at the end of the initial year of service or (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is \_\_\_\_\_ Consumer agrees that option **B** is to be used.
- The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.
- After the extension or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.
- The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

MKTG. DEPT. USE ONLY  
121.2820.1 WCAD  
FN41.00000.2230.2520  
SUBLEDGER#

"Utility"  
FLORIDA PUBLIC UTILITIES COMPANY

By: \_\_\_\_\_

**Service Address:**

\_\_\_\_\_, FL

By: \_\_\_\_\_

Consumer:  
Owner:

**C. IMPROVEMENT OR RELOCATION OF FACILITIES AGREEMENT**

**FLORIDA PUBLIC UTILITIES**

**Improvement or Relocation of Facilities Agreement**

This agreement, executed in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and \_\_\_\_\_, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

- The Utility will improve or relocate existing facilities as follows:

The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

- To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of \_\_\_\_\_ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.
- The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.
- After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.
- The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>COMPANY USE ONLY</b></td></tr> <tr><td style="padding: 2px;">121 IMPROVEMENT 1070.380107.000003 SUBLEDGER#</td></tr> <tr><td style="padding: 2px;">RELOCATION SUBLEDGER FN00.00000.1070.1070.FN11811999</td></tr> </table>	<b>COMPANY USE ONLY</b>	121 IMPROVEMENT 1070.380107.000003 SUBLEDGER#	RELOCATION SUBLEDGER FN00.00000.1070.1070.FN11811999	<p style="text-align: center;">"Utility" FLORIDA PUBLIC UTILITIES COMPANY</p> <p>By: _____</p>
<b>COMPANY USE ONLY</b>				
121 IMPROVEMENT 1070.380107.000003 SUBLEDGER#				
RELOCATION SUBLEDGER FN00.00000.1070.1070.FN11811999				
<p><b>Service Address:</b></p> <p>_____, FL</p>	<p>By: _____</p> <p style="text-align: center;">Consumer:</p>			

**D. PROPERTY OWNER'S CONSENT FORM**



**PROPERTY OWNER'S CONSENT FORM**

\_\_\_\_\_ as the owner(s) of the property located at  
Owner/Tenant

\_\_\_\_\_ Street Address City or Town State

\_\_\_\_\_ hereby grant to Florida Public Utilities Company the right to  
County

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted:

\_\_\_\_\_ Owner

\_\_\_\_\_ Name and Title

\_\_\_\_\_ Print or Type

\_\_\_\_\_ Date

**E. BILL**



Account #: \_\_\_\_\_  
 Service Period: 08/17-07/18  
 Route: 911141

Page: 1  
 Billing Date: 07/18/2019  
 Service Location: \_\_\_\_\_

Central Florida Gas  
 P. O. Box 610  
 Marianna, FL 32447-0610  
 Customer Care: 1-800-427-7712  
 www.cfgas.com  
 711 for TTY / Relay Service

Previous Account Balance	Less Payments	Past Due Or Credit Balance	Current Charges	Current Charges Due On	Total NOW Due
\$146.80	\$146.80CR	\$0.00	\$45.51	08/08/2019	<b>\$45.51</b>

\* Past due balances are due immediately and subject to previous disconnect dates.

**Meter Information** - meter # 29585H

Current Reading		0001909
Previous Reading	-	0001894
CCF's Used	=	15
Multiplying Factor	X	1.0417
Total Therms Used	=	15.62

Energy Usage	Last Year	This Year
Therms This Month	16	16
Therms/Day	1	1
Service Days	32	29

**Amount Includes the following charges**	
Firm Transportation Charge	15.50
Usage Charge/Therm @ 0.86275	13.32
Swing Service per therm	0.03820
FNG Delivered @ 0.86500	13.51

**Current Account Activity**

Billing For Schedule - FTS-B	
Natural Gas Service Amount**	29.42
CFG Gross Receipts Tax	0.81
Haines City Franchise Fee	1.77
<b>Current Utility Charges</b>	<b>32.00</b>

**Current Other Charges**

Billing For FNG	
Florida Natural Gas Service Amount**	13.51
Current Utility Charges	13.51
<b>Total Current Charges</b>	<b>\$45.51</b>

Our NEW Online Rebate Center makes it easy to claim your rebate! Visit Rebate.FPUC.com



Central Florida Gas  
 P. O. Box 610  
 Marianna, FL 32447-0610  
 711 for TTY / Relay Service  
 Address Service Requested

Route: 911141

To ensure proper credit: Please return this portion with payment, make check / money order payable to CFG and indicate account number.

Current Charges Due On: 08/08/2019  
 Account Number: \_\_\_\_\_  
**Amount Due: \$45.51**  
 Check Number: \_\_\_\_\_

Amount Enclosed: \_\_\_\_\_  
 Please check box to indicate address / phone changes and EFT enrollment on the reverse side.

Central Florida Gas  
 P.O. Box 2137  
 Salisbury, MD 21802-2137

**F. NOTICE OF TERMINATION**



P.O. Box 610  
Marianna, FL 32447-0610  
Customer Care: 800-427-7712  
www.fpuc.com

8/06/2019

2064 000000034  
[Barcode]



For service at:

Disconnect Date: 8/15/2019

Account Number

Dear

We understand it can sometimes be a challenge to pay bills on time, but it only becomes more difficult the longer you wait. We're sending you this important notice because you're important to us—and we need to receive your immediate payment. Your account has a past due balance of: \$1665.20

Please pay this TOTAL AMOUNT in our office before the disconnect date to avoid disconnection of your service and losing any budget plan. The Disconnect Date above does not cancel any earlier notice if charges still remain past due. Any check payments returned by your bank as unpaid will result in disconnection without any further notice.

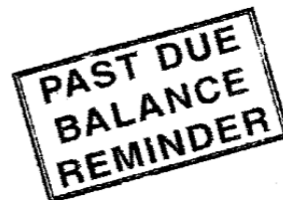
If your service unfortunately gets disconnected, reconnection will only be scheduled once payment of your "TOTAL PAST DUE" balance and "RECONNECT CHARGE" is received by our office.

Reconnecting service may require access to your meter/appliances, per Florida State Statutes. By remitting payments before the due date on future bills, you can avoid

Past Due Notices, deposit increases, late fees, loss of services and reconnection charges.

We hope this reminder helps you take necessary action and we look forward to servicing you well into the future. Don't hesitate to call our local Customer Care Department with any questions.

Short on time? Go to the Quick Pay web site (shown on the back of your bill) or call Telepay at 1-866-957-2948 for a small fee. Add leading zeroes to the account number above to total eight digits.



8/2019



**G. METER / SERVICE ORDER**

9/07/18 8:34 AM  
CPKNEM01

Page 1  
CCPK308

FPU / CPK PRODUCTION ENVIRONMENT (FPUFILES) 110715

CPK Service Order  
\*\* DUPLICATE COPY \*\* Service Order # 2114943  
Service Order Type EMER

Account Information

Account #

Premises #  
Point of Interest  
Name  
DBA:

Call Back Phone #  
Phone Number  
Business Phone

Premises Information

Service Address

Additional Desc

Route 1605 Stop 4330 Premises Type Service Only

\*\*\* SERVICE ORDER \*\*\*

Current Read Date

Meter#	Mult	Pressure	Current Reading	Previous Reading	Previous Read Date	Peaks
G		1.01570			9/13/2017	W 14.85 S 12.27
		99-DO NOT USE-1.01570				

G Meter Information : Meter # Serial #

MFG	Mult	Type	Size	Dials	Install
Comment				Instruction Front Middle	(Service)

Pending SO

1998914	Res Gas Connect	10/31/2017	Eng Plan
1998913	Set & Lock Meter	10/31/2017	Eng Plan
1998910	Service New	10/31/2017	Eng Plan

Comment

Start Date \_\_\_\_\_ Time \_\_\_\_\_

Completed by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Keyed \_\_\_\_\_

**H. ELECTRONIC FUNDS TRANSFER FORM**



**Electronic Funds Transfer (EFT) Authorization Form**

PLEASE FIRST SAVE FORM TO YOUR COMPUTER, complete all fields, THEN RE-SAVE, and email to: [PyntProcess@chpk.com](mailto:PyntProcess@chpk.com)

New     Change  
 Remove

**Florida Public Utilities Account Information:**

Name of Account Holder: Last, First/Middle Initial \_\_\_\_\_ FPU Utility Account Number \_\_\_\_\_

FPU Utility Service Address \_\_\_\_\_ Daytime Telephone Number \_\_\_\_\_

**Bank Information:**

Please refer to the sample check below to help identify your bank routing and account numbers. Direct questions regarding these numbers to your bank.

Type of Account:  Checking     Savings

Name(s) on Bank Account \_\_\_\_\_

Bank Routing/ABA Number (9-Digits) \_\_\_\_\_ Bank Account Number \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Phone Number \_\_\_\_\_

Bank Address \_\_\_\_\_

**Note:**

- Use a check from your bank account for this purpose. Do not use a deposit slip. The routing numbers are not the same.
- Account numbers vary in length.
- Please check to ensure the account and routing numbers are input correctly.

**Important Message for credit union customers**

- Please input Account Number (not your member number or customer number).
- Only your Account Number will result in payment of your FPU bill.

**Important Message for ALL customers with ACH Routing number printed on their check:**  
**\*\*PLEASE use the ACH Routing/Transit number, Not the R/T number.**

FOR		
Routing Number	Account Number	Check Number
:0000000001	:000000000	0000

ACH Routing/Transit Number		
ACH R/T 000000000		
FOR		
Routing Number	Account Number	Check Number
:0000000001	:000000000	0000

**Signature Section:**

I (We) hereby authorize Florida Public Utilities (FPU) to automatically initiate debit entries (charges) to my bank account (and for my bank to accept and post such debit entries) indicated below for the payment of all bills rendered to me by FPU.

I (We) understand that FPU will continue to send a bill each month at least 7-10 days before my bank account is to be charged. The message area of the bill will state that this is for notification purposes only and that FPU will draft statement amount from my bank account. FPU may impose a fee in the event my bank does not pay a debit entry.

This authority will remain in effect until FPU receives written notification for termination. Termination will occur within 30 days of receipt of such notification. Any incorrect charge will be corrected upon notification to FPU by a credit or debit to my FPU Utility account.

**IMPORTANT:** Please pay your current utility bill. Enclose a voided check from the bank account you designated.

Account Holder's Signature for Authorization \_\_\_\_\_ Date \_\_\_\_\_  
 (By typing your name above, this constitutes electronic signature.)

Please allow four to six weeks for your application to be processed. Florida Public Utilities will notify you of approval or other action taken with a message on your bill. Please continue to pay your bill as you normally would until you are notified of approval.

Florida Public Utilities • [PyntProcess@chpk.com](mailto:PyntProcess@chpk.com)

ROS2714

**I. HAZARDOUS METER TAG**

**WARNING TAG**  
 ETIQUETA DE ADVERTENCIA / ETIQUETTE D'AVERTISSEMENT  
 GAS COMPANY WARNING TAG

**NOTICE OF HAZARDOUS OR SUBSTANDARD CONDITION**  
 AVISO DE CONDICIÓN PELIGROSA O DEFICIENTE / AVIS DE CONDITION DANGEREUSE  
 OU ANORMALE

FLORIDA PUBLIC UTILITIES COMPANY IS REQUIRED TO ISSUE A WARNING TAG AND TAKE SPECIFIC ACTIONS WHEN RECOGNIZING A HAZARDOUS CONDITION EXISTING ON A CUSTOMER'S PREMISES. THE CONDITIONS TO BE TAGGED AND THE ACTIONS TO BE TAKEN ARE GENERALLY AS FOLLOWS:

/ LA EMPRESA FLORIDA PUBLIC UTILITIES ESTÁ OBLIGADA A EXPEDIR UNA ETIQUETA DE ADVERTENCIA Y TOMAR MEDIDAS ESPECIFICAS CUANDO IDENTIFICA UNA CONDICIÓN PELIGROSA EN LAS INSTALACIONES DE UN CLIENTE. POR LO GENERAL, LAS CONDICIONES QUE DEBEN IDENTIFICARSE Y LAS MEDIDAS QUE HAY QUE TOMAR SUELEN SER UNA DE LAS SIGUIENTES / FLORIDA PUBLIC UTILITIES COMPANY EST TENUE D'ETABLIR UNE ETIQUETTE D'AVERTISSEMENT ET DE PRENDRE DES MESURES PARTICULIÈRES LORSQU'ELLE CONSTATE LA PRESENCE D'UNE CONDITION DANGEREUSE DANS LES LOCAUX D'UN CLIENT. LES CONDITIONS À ETIQUETER ET LES MESURES À PRENDRE SONT GÉNÉRALEMENT LES SUIVANTES:

**CLASS A CONDITIONS - THESE ARE CONDITIONS THAT PRESENT AN IMMEDIATE HAZARD AND REQUIRE THE GAS TO BE SHUT OFF AND LOCKED AT THE METER, UNLESS THE AFFECTED AREA CAN EFFECTIVELY BE ISOLATED BY EITHER LOCKING OFF THE CONTROL VALVE OR DISCONNECTING AND CAPPING THE ASSOCIATED PIPING.** / CONDICIONES DE CLASE A: ESTAS SON CONDICIONES QUE PRESENTAN UN PELIGRO INMEDIATO Y REQUIEREN QUE SE APAGUE Y CORTE EL GAS EN EL MEDIDOR, A MENOS QUE EL ÁREA AFECTADA PUEDA SER AISLADA EFICAZMENTE CERRANDO LA VÁLVULA DE CONTROL O DESCONECTANDO Y CORTANDO EL SUMINISTRO A LAS TUBERÍAS CORRESPONDIENTES. / CONDITIONS DE CATEGORIE A - CES CONDITIONS PRESENTENT UN DANGER IMMÉDIAT EXIGEANT L'INTERRUPTION DE L'ALIMENTATION EN GAZ ET LE VERROUILLAGE DE LA CONDUITE AU COMPTEUR, SAUF S'IL EST POSSIBLE DE CORRECTEMENT ISOLER LA ZONE TOUCHÉE SOIT EN VERROUILLANT LE ROBINET DE COMMANDE OU EN DÉCONNECTANT ET EN CAPUCHONNANT LA TUYAUTERIE ASSOCIÉE.

**CLASS B CONDITIONS - THESE ARE CONDITIONS THAT DO NOT PRESENT AN IMMEDIATE HAZARD, BUT MAY BECOME HAZARDOUS IF NOT CORRECTED. THE GAS MAY BE LEFT ON.** / CONDICIONES DE CLASE B: ESTAS SON CONDICIONES QUE NO PRESENTAN UN PELIGRO INMEDIATO, PERO PUEDEN TORNARSE PELIGROSAS SI NO SE CORRIJEN. PUEDE DEJARSE EL GAS ENCENDIDO. / CONDITIONS DE CATEGORIE B - CES CONDITIONS NE PRESENTENT PAS UN DANGER IMMÉDIAT, MAIS PEUVENT DEVENIR DANGEREUSES SI ELLES NE SONT PAS CORRIGÉES. L'ALIMENTATION EN GAZ PEUT ÊTRE MAINTENUE.

**QUESTIONS ABOUT THIS TAG WILL BE ANSWERED IF YOU CALL THE NUMBER BELOW:** / SI TIENE PREGUNTAS ACERCA DE LO ANTERIOR, LLAME AL SIGUIENTE NÚMERO. / SI VOUS AVEZ DES QUESTIONS PAR RAPPORT À CE CI, VOUS OBTIENDREZ DES RÉPONSES EN APPELANT LE NUMÉRO SUIVANT:

**800.427.7712**

**WARNING TAG**  
 ETIQUETA DE ADVERTENCIA / ETIQUETTE D'AVERTISSEMENT  
 GAS COMPANY WARNING TAG

**NOTICE OF HAZARDOUS OR SUBSTANDARD CONDITION** AVISO DE CONDICIÓN PELIGROSA O DEFICIENTE / AVIS DE CONDITION DANGEREUSE OU ANORMALE

**ATTENTION: DO NOT REMOVE THIS TAG. IT CAN ONLY BE REMOVED AFTER THE CONDITION LISTED ON IT HAS BEEN CORRECTED.** ATENCIÓN: NO quite esta ETIQUETA. SOLO PUEDE QUITARSE DESPUÉS DE HABER CORREGIDO LA CONDICIÓN INDICADA EN ELLA. / ATTENTION: NE RETIREZ PAS CETTE ETIQUETTE. ELLE NE PEUT ÊTRE RETIRÉE QU'APRÈS LA CORRECTION DES PROBLÈMES ÉNUMÉRÉS.

DATE FECHA / DATE \_\_\_\_\_  
 ADDRESS DIRECCIÓN / ADRESSE \_\_\_\_\_  
 CITY CIUDAD / VILLE \_\_\_\_\_  
 PERSON NOTIFIED PERSONA NOTIFICADA / PERSONNE AVISÉE \_\_\_\_\_

OWNER PROPIETARIO / PROPRIÉTAIRE  TENANT INQUILINO / LOCATAIRE  
 OTHER OTRO / AUTRE

<p><b>CONDITIONS CLASS: TIPO DE CONDICIÓN / CATEGORIE DE CONDICIONS:</b></p> <p><b>See Reverse Side</b>                  Consulte al dorso / Voir au dos</p> <p><input type="checkbox"/> CLASS A-HAZARD                  CLASE A-PELIGRO / CATEGORIE A - DANGER</p> <p><input type="checkbox"/> CLASS B-SUBSTANDARD                  CLASE B-DEFICIENTIA / CATEGORIE B - NON CONFORME</p>	<p><b>ACTIONS TAKEN ARE: MEDIDAS TOMADAS / LES MESURES PRISES SONT LES SUIVANTES:</b></p> <p><input type="checkbox"/> LOCKED OFF SE CORTÓ EL GAS / VERROUILLAGE</p> <p><input type="checkbox"/> DISCONNECTED &amp; CAPPED SE DESCONECTÓ Y CERRÓ EL GAS / DECONNEXION ET POSE D'UN CAPUCHON</p> <p><input type="checkbox"/> SHUT OFF SE APAGÓ EL GAS / FERMETURE</p> <p>AT / A / AU</p> <p><input type="checkbox"/> APPLIANCE ELECTRODOMESTICO / APPAREIL</p> <p><input type="checkbox"/> METER MEDIDOR / COMPTEUR</p> <p><input type="checkbox"/> OTHER OTRO / AUTRE</p> <p><input type="checkbox"/> GAS LEFT ON EL GAS SE DEJÓ ENCENDIDO / ARRIVÉE DE GAZ LAISSÉE ALLUMÉE</p>
---	--

**CONDITIONS FOUND ARE: CONDICIONES HALLADAS: / LES CONDITIONS CONSTATÉES SONT LES SUIVANTES:**

- GAS LEAK IN PIPING OR APPLIANCE FUGA DE GAS EN ELECTRODOMESTICO O TUBERÍA / FUITE DE GAZ AU NIVEAU D'UN APPAREIL OU DES CONDUITES
- APPLIANCE GENERATING CARBON MONOXIDE GENERACIÓN DE MONÓXIDO DE CARBONO POR UN ELECTRODOMESTICO / APPAREIL PRODUISANT DU MONOXIDE DE CARBONE
- IMPROPER OR FAULTY INAPROPIADA O DEFECTUOSA / INADÉQUATE (OU) DEFECTUEUX(-EUSE)
  - VENT RESPIRADERO / CONDUIT D'ÉVACUATION  FIRE TIRO / CONDUIT DE RACCORDEMENT
  - CHIMNEY CHIMENEA / CHEMINÉE
- LEAKING OR CRACKED COMBUSTION CHAMBER CÁMARA DE COMBUSTIÓN AGRIETADA O CON FUGAS / FLÛTE OU FISSURAGE DE LA CHAMBRE DE COMBUSTION
- APPLIANCE / CONTROL MALFUNCTION OR MISSING DESPERFECTO O FALTA DE ELECTRODOMESTICO/CONTROL / DÉFAILLANCE OU ABSENCE D'APPAREIL OU DE COMMANDE
- SUBSTANDARD PIPING TUBERÍAS DEFICIENTES / TUYAUTERIE NON CONFORME
- SUBSTANDARD APPLIANCE INSTALLATION INSTALACIÓN DE ELECTRODOMESTICO DEFICIENTE / INSTALLATION D'APPAREIL NON CONFORME
- DEFECTIVE WIRING CABLEADO DEFICIENTE / CÂBLAGE DÉFECTUEUX
- OTHER (DESCRIBED BELOW) OTRO (DESCRIBIR A CONTINUACIÓN) / AUTRE (DESCRIRE CI-DESSOUS)

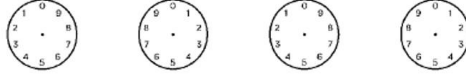
**REMARKS: COMENTARIOS: / REMARQUES:** \_\_\_\_\_

**TAGGED BY: IDENTIFICADO POR: / ETIQUETE PAR:** \_\_\_\_\_

**CUSTOMER SIGNATURE: FIRMA DEL CLIENTE: / SIGNATURE DU CLIENT:** \_\_\_\_\_

©DPA DE FPU / COPIE DE FPU

***J. CUSTOMER METER READING CARD***



We are unable to read your gas meter. To provide you with the most accurate bill possible, please draw the hands on the dials above as they appear on the meter. Return this card by \_\_\_\_\_

Customer Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Account # \_\_\_\_\_

Route # \_\_\_\_\_ Meter # \_\_\_\_\_ Date \_\_\_\_\_

If the current meter read is not received, your bill will be estimated based on previous gas usage. Florida Law requires FPUC to read the meter at least once every 6 months.



**K. GAS METER NOTICE**

**GAS METER NOTICE**  
AVISO DEL METRO DEL GAS

**For Assistance, Please Contact FPU:**

<b>Office Location</b> 1641 Worthington, Suite 220 West Palm Beach, FL 33409 Monday-Friday, 9:00 AM - 5:00 PM Phone: 561.832.0872	<b>Customer Call Center</b> <b>Atención al Cliente</b> Monday-Friday, 7:00 AM - 7:00 PM Phone: 800.427.7712 FPU.com
--	--

We have been unable to read your gas meter. Please draw the hands on the dials below, matching your meter dials, and then return this card by \_\_\_\_\_ so FPU can provide you with the most accurate bill possible.  
No hemos podido leer a su contador para hacer una lectura. Por favor dibuje las manecillas como aparecen en su contador y devuelva esta tarjeta antes de \_\_\_\_\_ para que así podamos proveerle una factura lo más correcta posible.

Account #  
Num. de cuenta \_\_\_\_\_

Address  
Dirección \_\_\_\_\_

Meter #  
Num. del contador \_\_\_\_\_

Date:  
Fecha \_\_\_\_\_

FLORIDA PUBLIC UTILITIES  
ATTN: BACK OFFICE  
1641 WORTHINGTON RD STE 220  
WEST PALM BEACH FL 33409-9988

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 1480 WEST PALM BEACH FL  
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**L. MISSED SERVICE CALL TAG**



**SORRY WE MISSED YOU**

FPU Representative was here.

Date: \_\_\_\_\_ Time: \_\_\_\_\_  AM  PM

Service Order #: \_\_\_\_\_

- \_\_\_\_\_ 1. In response to your request.
- \_\_\_\_\_ 2. To read your gas meter.
- \_\_\_\_\_ 3. To install a new gas meter.
- \_\_\_\_\_ 4. To turn your gas meter ON/OFF.
- \_\_\_\_\_ 5. Could not access property; arrange access.
- \_\_\_\_\_ 6. Found a gas leak - your meter is OFF.
- \_\_\_\_\_ 7. Repaired your gas leak - OK to use.
- \_\_\_\_\_ 8. Will return to complete job/contact us to reschedule.
- \_\_\_\_\_ 9. Contact us within 24 hours to open account in your name.
- \_\_\_\_\_ 10. Line Locate.
- \_\_\_\_\_ 11. Gas System Survey.
- \_\_\_\_\_ 12. Other \_\_\_\_\_

Contact FPU or make payments by phone

**NATURAL GAS CUSTOMERS**  
 800.427.7712 7:00 AM - 7:00 PM

**PROPANE CUSTOMERS - Call 8:00 AM - 5:00 PM**

Okeechobee 863.763.2715 Clewiston 883.983.8712	South Florida/ Barefoot Bay 561.638.3874	Seminole and Volusia County 386.668.3201
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FPUC.com

**FLORIDA PUBLIC UTILITIES**



**LAMENTAMOS NO ENCONTRARLO!**

Su Representante de FPU:

Estuvo Aquí el: \_\_\_\_\_ Hora: \_\_\_\_\_  AM  PM

Nro. De Servicio: \_\_\_\_\_

- \_\_\_\_\_ 1. En respuesta a su solicitud.
- \_\_\_\_\_ 2. Para leer su contador de gas.
- \_\_\_\_\_ 3. Para instalar su nuevo contador.
- \_\_\_\_\_ 4. Para activar / desactivar su contador.
- \_\_\_\_\_ 5. No pudo acceder su propiedad. Llámennos para coordinar acceso.
- \_\_\_\_\_ 6. Encontramos una fuga de gas. Su contador fue desactivado.
- \_\_\_\_\_ 7. Reparamos su fuga de gas. Esta listo para usar.
- \_\_\_\_\_ 8. Regresaremos a completar la labor. Llámennos para coordinar fecha y hora.
- \_\_\_\_\_ 9. Llámennos dentro de las siguientes 24 horas para abrir la cuenta a su nombre.
- \_\_\_\_\_ 10. Localización de líneas.
- \_\_\_\_\_ 11. Encuesta de sistemas de gas.
- \_\_\_\_\_ 12. Otro: \_\_\_\_\_

Lláme a FPU o procese su pago por teléfono

**CLIENTES DE GAS NATURAL**  
 800.427.7712 7:00 AM - 7:00 PM

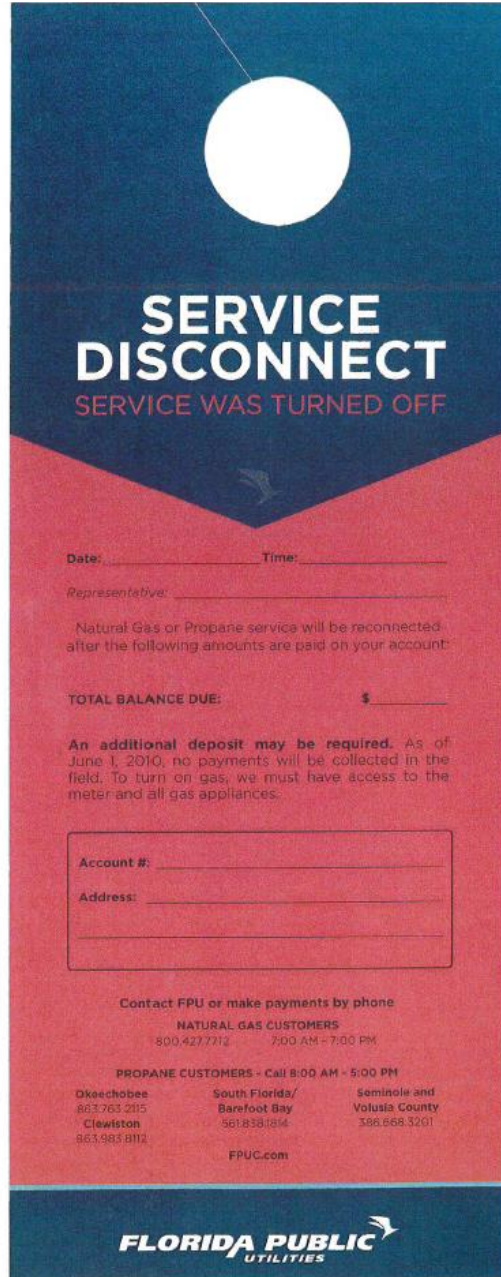
**CLIENTES DE GAS PROPANO - Call 8:00 AM - 5:00 PM**

Okeechobee 863.763.2715 Clewiston 883.983.8712	South Florida/ Barefoot Bay 561.638.3874	Seminole and Volusia County 386.668.3201
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FPUC.com

**FLORIDA PUBLIC UTILITIES**

**M. SERVICE DISCONNECT TAG**



A vertical service disconnect tag with a blue top section and a red bottom section. At the top is a white circle representing a hole punch. Below it, the text "SERVICE DISCONNECT" is written in large white letters, with "SERVICE WAS TURNED OFF" in smaller red letters underneath. A small bird logo is visible in the red section. The tag contains several fields for handwritten information: "Date:" and "Time:" followed by lines; "Representative:" followed by a line; "TOTAL BALANCE DUE:" followed by a dollar sign and a line; and a box containing "Account #:" and "Address:" followed by lines. At the bottom, there is contact information for FPU, including phone numbers and website, and the Florida Public Utilities logo.

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

*Representative:* \_\_\_\_\_

Natural Gas or Propane service will be reconnected after the following amounts are paid on your account:

**TOTAL BALANCE DUE:** \$ \_\_\_\_\_

An additional deposit may be required. As of June 1, 2010, no payments will be collected in the field. To turn on gas, we must have access to the meter and all gas appliances.

**Account #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Contact FPU or make payments by phone

**NATURAL GAS CUSTOMERS**  
800.427.7772 7:00 AM - 7:00 PM

**PROPANE CUSTOMERS - Call 8:00 AM - 5:00 PM**

<b>Okeechobee</b> 863.763.2015	<b>South Florida/ Barefoot Bay</b> 561.838.0254	<b>Seminole and Volusia County</b> 386.668.3201
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**FLORIDA PUBLIC UTILITIES**

***N. CTS AFFIDAVIT FORM***

To: Florida Public Utilities Company  
Attn: Energy Logistics Department  
PO Box 960  
Winter Haven, Florida 33882

From: Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Service Address: \_\_\_\_\_  
Receiving Offer: \_\_\_\_\_

Alternate Fuel Offer

Fuel Supplier: \_\_\_\_\_  
Fuel Type: \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Term: \_\_\_\_\_  
Price per Unit: \_\_\_\_\_  
Taxes: \_\_\_\_\_  
Fuel Delivery Cost: \_\_\_\_\_  
Offer Expires: \_\_\_\_\_

Third Party Natural Gas Costs

Gas Supplier: \_\_\_\_\_  
Gas Supply Cost (Total): \_\_\_\_\_

Bypass Alternative

Distance from Interstate Pipeline: \_\_\_\_\_  
Construction Cost: \_\_\_\_\_  
Payback (Years): \_\_\_\_\_  
Quantity (Annual Therms): \_\_\_\_\_  
Bypass Avoidance Rate (per Therm): \_\_\_\_\_

As an Authorized Representative of \_\_\_\_\_, I hereby certify that the foregoing information is true, complete and correct, and that the Company has the capability to either utilize the designated Alternate Fuel in the quantities specified or bypass the **[Florida Public Utilities Company or Chesapeake Utilities Company, Florida Division]** at the above referenced facility. A copy of the Alternate Fuel Offer and the Third-Party Natural Gas Costs or the detailed Construction Costs is attached as evidence of the bona fide offer from the Alternate Fuel provider and the natural Gas costs from the third-party provider or a copy of the detailed Construction Costs is attached as evidence of the bona fide opportunity to bypass.



***N. CTS AFFIDAVIT FORM - CONTINUED***

I further certify that \_\_\_\_\_ will terminate Transportation Service from the Utility on \_\_\_\_\_ unless the total price for gas service is adjusted, as provided in the Utility's rate schedule rider CTS, to compete with the Alternate Fuel price or bypass price as indicated above.

Customer Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_ Corporation, who (strike one) is personally known to me / produced \_\_\_\_\_ as identification, on behalf of said Corporation.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed / Printed Notary Name

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT***

**[INSERT APPLICABLE COMPANY NAME]  
CONTRACT TRANSPORTATION SERVICE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between [INSERT APPLICABLE COMPANY NAME], herein after  
referred to as "Company" and:

Company Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Herein referred to as "Customer."

**WITNESSETH:**

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and  
Customer agrees to purchase or pay for services required by Customer under Company's  
Contract Transportation Service ("CTS") Rider.

[WHEREAS Customer has demonstrated Customer's Alternative Fuel or bypass capabilities and  
has provided Company with a fully executed CTS Affidavit Form (Sheet Nos. 8.114-8.115) from  
Company's Tariff.]

Term of Agreement

Service under this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or  
on the first day following the date the Company completes the installation of necessary Mains,  
Meters, and other essential equipment to service the Customer, whichever is later. This  
Agreement will remain in effect for an initial term of \_\_\_\_\_ year(s) beginning with the  
commencement of service by the Company, and thereafter from year to year. At any time after  
the initial term, either party may terminate this contract by giving written notice of termination  
(specifying a termination date at the end of such contract year or any contract yearly period  
thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The terms, and conditions of this Agreement are subject to change as may be lawfully required  
or permitted by the Florida Public Service Commission ("FPSC"). The applicable rates of this  
Agreement are described herein. If the Company's FPSC Tariff and provisions within this  
Agreement conflict, the provisions in this Agreement will prevail.

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***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference.

All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Company's CTS Rate Schedule. Copies of Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In the event that the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements [and Security if applicable]

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system.

Upon the execution of an expansion agreement between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the transportation charges payable by Customer pursuant to this Agreement. In the event Customer elects not to use the Transportation Service contemplated by this Agreement, Company shall have the right, without notice to Customer, to make claim on the Security for the amount of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not, as of the time of such claim, been recovered by Company through the transportation charges payable by Customer pursuant to the Transportation and Other Charges Section of this Agreement. Security shall be provided as follows:

Provided Customer is not in default of its obligations under this Agreement, Customer's obligation to provide the Security as hereinabove provided shall terminate at the end of the Contract Year.

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and

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***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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operation of facilities operated by each party. Each party 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 insured, 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.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida Public Utilities Company, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager

Customer shall designate a Pool Manager from Company' List of Approved Pool Managers on Company's website. Customer shall cause Pool Manager to deliver a Letter of Authorization with a duly authorized signature acknowledging such election to the Company.

Point of Receipt and Point of Delivery

CTS Customers or Customer's Designee will cause Customer's natural Gas to be delivered to Company's Receipt Point as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Receipt Point to the Company's Delivery Point as specified in Exhibit A.

Election of Service Level

CTS Customers will elect a Daily Demand Requirement ("DDR") by Month in Exhibit A. Customer's Pool Manager will be required to accept a capacity Relinquishment in a quantity equal to the maximum Daily Demand Requirement elected by Customer.

Monthly Minimum Bill Quantity

Customers who are served under Company's CTS Rider requiring minimum monthly billing

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***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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quantities agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Transportation and Other Charges

Customer shall pay Company each Month for Transportation Service in accordance with Company's CTS Rider. [The charge per Therm billed by Company to Customer is \$ \_\_\_\_\_ per Therm and/or \$ \_\_\_\_\_ per Month.]

Balancing Provisions

[INSERT BALANCING PROVISIONS]

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than \_\_\_\_\_ p.s.i.g.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

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***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in Debary, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

Attest:

**[INSERT APPLICABLE COMPANY NAME]**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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Attest:

CUSTOMER

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



***O. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

**EXHIBIT A  
TO THE CONTRACT TRANSPORTATION SERVICE AGREEMENT BY AND  
BETWEEN [INSERT APPLICABLE COMPANY NAME]  
AND \_\_\_\_\_**

DAILY DEMAND REQUIREMENT (DDR) – THERMS PER DAY

JAN _____	FEB _____	MAR _____
APR _____	MAY _____	JUN _____
JUL _____	AUG _____	SEP _____
OCT _____	NOV _____	DEC _____

TRANSPORTATION SERVICE PROVIDER \_\_\_\_\_

POI Number \_\_\_\_\_

**COMPANY’S RECEIPT POINT**

Customer shall deliver natural Gas to Company at:

\_\_\_\_\_  
Point Name

**COMPANY’S DELIVERY POINT**

Company shall deliver natural Gas to Customer at Company owned Meter located at:

\_\_\_\_\_  
Customer’s Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

\_\_\_\_\_

***P. TRANSPORTATION SERVICE AGREEMENT***

**[INSERT APPLICABLE COMPANY NAME]  
TRANSPORTATION SERVICE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between [INSERT APPLICABLE COMPANY NAME], herein after referred to as "Company" and:

Company Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Herein referred to as "Customer."

**WITNESSETH:**

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule \_\_\_\_\_, \_\_\_\_\_.

Term of Agreement

Service under this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, or on the first day following the date the Company completes the installation of necessary Mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the FPSC.

Tariff for Gas Service

All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

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***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In case the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system. Regulated Sales Service shall not be available from the Company.

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party 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 insured, 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.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida Public Utilities Company, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager

Customer shall designate a Pool Manager from Company' List of Approved Pool Managers on

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***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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Company's website. Customer shall cause Pool Manager to deliver a Letter of Authorization with a duly authorized signature acknowledging such election to the Company.

Point of Receipt and Point of Delivery

ITS Customers or Customer's Designee will cause Customer's natural Gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level

ITS Customers will elect a Daily Demand Requirement ("DDR") by Month in Exhibit A. Customer's Pool Manager will be required to accept a capacity Relinquishment in a quantity equal to the maximum Daily Demand Requirement elected by Customer.

Monthly Minimum Bill Quantity (Applicable Rate Schedules)

Customers who are served under certain specific rate schedules requiring minimum monthly billing quantities and ITS Customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than \_\_\_\_\_ p.s.i.g.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

Assignment

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***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the

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***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in DeBary, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

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***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

Attest:

**[INSERT APPLICABLE COMPANY NAME]**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

CUSTOMER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

***P. TRANSPORTATION SERVICE AGREEMENT - CONTINUED***

**EXHIBIT A**

**TO THE TRANSPORTATION SERVICE AGREEMENT BY AND BETWEEN [INSERT APPLICABLE COMPANY NAME]**

**AND** \_\_\_\_\_

DAILY DEMAND REQUIREMENT (DDR) – THERMS PER DAY

JAN \_\_\_\_\_ FEB \_\_\_\_\_ MAR \_\_\_\_\_

APR \_\_\_\_\_ MAY \_\_\_\_\_ JUN \_\_\_\_\_

JUL \_\_\_\_\_ AUG \_\_\_\_\_ SEP \_\_\_\_\_

OCT \_\_\_\_\_ NOV \_\_\_\_\_ DEC \_\_\_\_\_

TRANSPORTATION SERVICE PROVIDER \_\_\_\_\_

POI Number \_\_\_\_\_

**COMPANY’S RECEIPT POINT**

Customer shall deliver natural Gas to Company at:

\_\_\_\_\_  
Point Name

**COMPANY’S DELIVERY POINT**

Company shall deliver natural Gas to Customer at Company owned Meter located at:

\_\_\_\_\_  
Customer’s Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

\_\_\_\_\_



***Q. ITS and CFG-OS-DPO SHIPPER DESIGNEE FORM***



**[INSERT APPLICABLE COMPANY NAME] – ITS or CFG OS-DPO Shipper Designee Form**

\_\_\_\_\_  
 (“Shipper”) hereby notifies [[INSERT APPLICABLE COMPANY NAME] (“Company”)] that \_\_\_\_\_ (“Designee”) as its Agent to perform the following identified (i.e., marked with an “X”) obligations of Shipper as provided by the Company Tariff and the OS-DPO Shipper Agreement:

- |  |  |
|--|--|
| <input type="checkbox"/> Invoice/Payment | <input type="checkbox"/> Monthly Imbalance Resolution  |
| <input type="checkbox"/> Nominations     | <input type="checkbox"/> Operator Order Responsibility |

Shipper, Designee, and Company hereby agree, for all purposes relating to the functions identified above, that:

1. The designation by Shipper of Agent as Shipper’s Agent shall be effective as of the beginning of the day commencing on\_\_\_\_\_.
2. Communications by Company to Designee shall be deemed to be notice to Shipper. Company has the right to rely on any written or verbal communication from Designee.
3. Designee shall perform the functions identified above in a manner consistent with Company’s Tariff on file with the Florida Public Service Commission (FPSC), as the same may be amended from time to time.
4. Shipper shall remain liable to Company (a) with respect to any act or omission of Designee in the performance of the functions identified above and, (b) for all charges arising from services provided to Shipper by Company as provided by Company’s FPSC Tariff and/or OS-DPO Shipper Agreement. Shipper shall indemnify, hold harmless and defend Company from and against any and all acts or omissions of Designee.

***Q. ITS and CFG-OS-DPO SHIPPER DESIGNEE FORM - CONTINUED***

<b>SHIPPER INFORMATION (Full Company Legal Name)</b>	<b>DESIGNEE INFORMATION (Full Company Legal Name)</b>
SHIPPER:	DESIGNEE:
DUNS NO:	DUNS NO:
COMPANY ACCOUNT NO.	COMPANY ACCOUNT NO.
MAILING ADDRESS:	MAILING ADDRESS:
CITY:	CITY:
STATE AND ZIP CODE:	STATE AND ZIP CODE:
CONTACT PERSON:	CONTACT PERSON:
TELEPHONE:	TELEPHONE:
E-MAIL:	E-MAIL:

For Shipper:

For Designee:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for Company

By: \_\_\_\_\_

Date: \_\_\_\_\_

***R. CI POOL MANAGER – CUSTOMER TERMINATION NOTICE***



**CI Pool Manager – Customer Termination Notice**

**Date:** \_\_\_\_\_

**CI Pool Manager:** \_\_\_\_\_

CI Pool Manager provides notice to **[INSERT APPLICABLE COMPANY NAME]** (“Company”) / Florida Public Utilities Company (“Company”) that Gas supply service to the following Customer shall be terminated as provided by Company’s FPSC Tariff:

**Customer Name:** \_\_\_\_\_

**Service Location:** \_\_\_\_\_

**Customer Account No:** \_\_\_\_\_

**Effective Date of Termination:**  
\_\_\_\_\_

*Note: A separate termination notice must be provided for each Company account.*

A copy of this notice may be provided to the above listed Customer by Company. CI Pool Manager is responsible for providing notice to Customer of its Gas supply service termination.

Executed for CI Pool Manager:

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted by Company: \_\_\_\_\_

Date: \_\_\_\_\_

**S. LETTER OF AUTHORIZATION**



Florida Public Utilities Company  
Attn: Energy Logistics Department  
PO Box 960  
Winter Haven, Florida 33882

Date: \_\_\_\_\_

**Florida Choice Aggregated Transportation Agreement  
Letter of Authorization (“LOA”)**

Full legal name: \_\_\_\_\_

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

City/St/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Account number – one per LOA: \_\_\_\_\_

Billing address: \_\_\_\_\_

If different from above

City/St/Zip \_\_\_\_\_

This letter constitutes a formal request by the undersigned, “Customer,” for Transportation Service pursuant to Florida Public Utilities Company and Chesapeake Utilities, Florida Divisions’, as applicable (the “Company”) provisions of the Company’s Tariff, on file with the Florida Public Service Commission, as the same may be amended from time to time (the “Tariff”) for the above account number(s).

Pool Manager: \_\_\_\_\_

- Customer authorizes Company to release to the Pool Manager named above, the twelve-Month historic Gas usage for the above account number(s).

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***S. LETTER OF AUTHORIZATION - CONTINUED***

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- Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the Gas purchased by Customer from or through Pool Manager to Company. Delivery of the Gas takes place pursuant to a separate CI or TTS Pool Manager Agreement between Company and Pool Manager (the "Pool Manager Agreement").
- Provided the Pool Manager Agreement is in effect at the time Gas is tendered to Company by or on behalf of Pool Manager for Customer's account(s) listed above, Company will transport Gas delivered for such account(s) pursuant to the applicable provisions of Company's Tariff.
- Subject to the terms of this agreement, this service shall continue until the Customer, Pool Manager or Company gives written notice to the others of termination of this agreement. If this agreement is terminated for any reason as it applies to Gas to be delivered for Customer's account(s), and Customer has not executed a service contract with another Pool Manager, Company has the right to immediately reassign Customer to FPUC's regulated sales service or CFG's Transitional Transportation Service (TTS) Customer Pool, as applicable.
- In the event the Pool Manager terminates its agreement with the Customer, the Customer may select a new Pool Manager without incurring an administrative fee. CFG Customer understands that it may select a new Pool Manager or terminate participation in the Florida Choice Program and enter the TTS Customer Pool by providing a thirty-day written notice to Company. The first Ft. Meade or FPUC Customer requested change of Pool Manager will be made at no charge. Subsequent changes requested by a Ft. Meade or FPUC Customer within a twelve-Month period will incur a \$23 administrative fee.
- CI Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for Gas purchased by Customer will be rendered separately from Company's CI Customer's bill(s) for Transportation Service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third-party (including a third-party Gas supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Transportation service.
- The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, except to the extent necessary to deliver Gas to Company for transportation to the above Customer account(s), or as may be required by law (in which case Pool Manager will provide notice to Company prior to making such disclosure).

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***S. LETTER OF AUTHORIZATION - CONTINUED***

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Customer: \_\_\_\_\_

Pool Manager: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Please email completed Letter of Authorization to [cfggascontrol@chpk.com](mailto:cfggascontrol@chpk.com).**

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***S. LETTER OF AUTHORIZATION - CONTINUED***

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**Letter of Authorization  
Attachment "A"  
If Enrolling Additional Active Company Locations**

Please provide the following information for each location.

DBA: \_\_\_\_\_ Customer's Initials: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_ Account No. \_\_\_\_\_

The above information can be duplicated for multiple locations.

***T. REQUEST TO RETURN TO REGULATED SALES SERVICE***



**REQUEST TO RETURN TO REGULATED SALES SERVICE**

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

This will serve as notice to Florida Public Utilities Company that the above Customer requests to return to Regulated Sales Service on \_\_\_\_\_, which does not predate the date of this notice. Customer can provide this Notice via email to [cfggascontrol@chpk.com](mailto:cfggascontrol@chpk.com) or other email as designated by Company.

A COPY OF THIS NOTICE WILL BE FORWARDED TO POOL MANAGER UPON APPROVAL BY COMPANY.

CUSTOMERS' ACCOUNTS THAT RETURN TO REGULATED SALES SERVICE WILL BE SUBJECT TO A SECURITY DEPOSIT REVIEW AND SUBSEQUENTLY CHARGED ANY ADDITIONAL DEPOSIT REQUIREMENTS TO THEIR ACCOUNT.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents, and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT***

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**OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT**

This OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_, to be effective on the first day of the Month of \_\_\_\_\_ (the "Effective Date"), by Florida Division of Chesapeake Utilities and hereinafter referred to as "Company", and \_\_\_\_\_ a \_\_\_\_\_ corporation hereinafter referred to as "Shipper".

**WITNESSETH:**

**WHEREAS**, Company serves as Delivery Point Operator for several Delivery Points on Florida Gas Transmission Company and Gulfstream Natural Gas System, L.L.C., (collectively referred to herein as "Transportation Service Provider") interstate pipeline systems, as provided by the General Terms and Conditions of Transportation Service Provider's Federal Energy Regulatory Commission ("FERC") Tariff; and

**WHEREAS**, Shipper desires to designate Company as Delivery Point Operator for the Delivery Point and Company wishes to serve as such and Transportation Service Provider has accepted Company as the designated Delivery Point Operator,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained; the parties agree as follows:

**ARTICLE I - Definitions**

Unless another definition is expressly stated within this Agreement, the following terms and abbreviations, when used in this Agreement and in all exhibits, recitals, and appendices contained or attached to this agreement, are intended to and will mean as follows:

**1.1 "Delivery Point"**

means the point at the connection of the facilities of Transportation Service Provider and Shipper's facility, at which the Gas leaves the outlet side of the measuring equipment of Transportation Service Provider and enters Shipper's facility, such facility designated as \_\_\_\_\_ by Transportation Service Provider.

**1.2 "Receipt or Delivery Imbalance"**

means scheduled receipts or deliveries that exceed or are below the actual receipts or deliveries at the Delivery Point, as defined by the Company Florida FPSC Tariff provisions.

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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**1.3 "Month"**

means a period beginning at 9:00 a.m. CCT on the first day of a calendar Month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar Month; provided that, in the event of a change in the definition ' of the corresponding term in Company's FPSC Tariff, this definition shall be deemed to be amended automatically so that it is identical at all times to the definition of the corresponding term in said Tariff.

**1.4 "Operational Order"**

means an Alert Day Notice, Operational Flow Order, Pack or Draft Notice, Curtailment Order or Other Operational Control Order or any other notice or order requiring action on the part of Shipper relative to scheduled or delivered Gas quantities, in accordance with Transportation Service Provider's FERC Tariff and/or Company's FPSC Tariff.

**ARTICLE II - Scope of Service**

**2.1** Company, as Delivery Point Operator designee for the Delivery Point, shall execute such documents as are required by the Transportation Service Provider's FERC Gas Tariff to assume the obligations of Delivery Point Operator for the Delivery Point.

**2.2** Company shall administer the Delivery Point in accordance with the provisions of the Transportation Service Provider's FERC Tariff, the Company Tariff, as applicable. Resolution of Monthly Receipt or Delivery Imbalances at the Delivery Point shall be in accordance with Company's FPSC Tariff. Each Month, as provided by Tariff, Company shall provide to Shipper a statement of any Receipt or Delivery imbalance credits or charges and any Operational Order credits or charges for the preceding Month. Company shall provide timely notice to Shipper of any Operational Orders issued by Transportation Service Provider or Company that affect the Delivery Point in accordance with the Operator Order notice provisions of Company's FPSC Tariff.

**2.3** It is expressly understood that Company shall provide Delivery Point Operator services as an administrative convenience for Shipper and to facilitate Monthly imbalance resolution and Operational Order compliance. For Receipt or Delivery Imbalance resolution and Operator Order purposes, Company shall, to the extent authorized by Company's FPSC Tariff, consider Gas quantities scheduled and delivered at the Delivery Point to be part of Shipper's aggregate Gas quantities scheduled and delivered to Company Delivery Points. Shipper shall be solely responsible for resolving Receipt or Delivery Imbalances, and responding to any Transportation Service Provider Operational Orders, such response to include but not be limited to increasing or decreasing scheduled or delivered Gas quantities at the Delivery Point as may be required by Transportation Service Provider and/or Company notice. Company shall include any charges and credits for Receipt or Delivery Imbalance resolution and Operator Orders related to the Delivery Point in Shipper's aggregated Monthly Operational Balancing Statement. Company shall render such statement to Shipper within fifteen (15) days of the end of a Month. Shipper shall remit

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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payment to Company within ten (10) days of the Company bill statement date.

**ARTICLE III -Indemnification**

**3.1** For value received and to induce Company to enter into this Agreement, Shipper agrees to protect, defend (at Shipper's expense and by counsel satisfactory to Company), indemnify, and save and hold harmless Company, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Company's rights hereunder) incurred by Company in connection with or arising out of or resulting from or relating to or incident to:

1. any breach of any of the representations, warranties, or covenants of Shipper contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:

A. any Transportation Service Provider penalties or other expenses or liabilities for unauthorized overrun or underrun Gas, for imbalances on a pipeline system, for failure to comply with Transportation Service Provider's FERC Tariff, or for failure to comply with Transportation Service Provider's FERC Tariff, or for failure to comply with a Curtailment notice or to take deliveries as scheduled; and

B. any claim by a Gas-supplier of other party contesting Shipper's warranty of title to Gas and related obligations;

2. any claim by a creditor of Shipper as a result of any transaction pursuant to or contemplated by this Agreement;

3. any claim against Company relating to any obligation or liability of Shipper, or its affiliates, or any of them of any kind or nature;

4. Any taxed of any federal, state, or local jurisdiction related to Gas supply and/or Transportation Service Provider capacity upstream of Company's distribution systems

In the event that any claim or demand for which Shipper would be liable to Company hereunder is asserted against or sought to be collected from Company by a third party, Company shall promptly notify Shipper of such claim or demand, specifying the nature of such claim or demand

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Shipper shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify Company:

In the event the Shipper notifies Company within the Notice Period that it desires to defend Company against such claim or demand and except as hereinafter provided, Shipper shall have the right to defend Company by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Shipper to a final conclusion in any manner as to avoid any risk of Company becoming subject to any liability for such claim or demand or for any other matter. If Company desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Shipper elects not to defend Company against such claim or demand, whether by not giving Company timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Shipper or by Company (Company having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Shipper and subject to indemnification as provided hereinabove.

**3.2** For value received and to induce Shipper to enter into this Agreement, Company agrees to protect, defend (at Company's expense and by counsel satisfactory to Shipper), Indemnify, and save and hold harmless Shipper, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Shipper's rights hereunder) incurred by Shipper in connection with or arising out of or resulting from or relating to or incident to:

1. any breach of any of the representations, warranties, or covenants of Company contained in this Agreement or in and Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto;
2. any claim by a creditor of Company as a result of any transaction pursuant to or contemplated by this Agreement;
3. any claim against Shipper relating to any obligation or liability of Company, or its affiliates, or any of them of any kind or nature; and,

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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In the event that any claim or demand for which Company would be liable to Shipper hereunder is asserted against or sought to be collected from Shipper by a third party, Shipper shall promptly notify Company of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Company shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify Shipper:

1. whether or not it disputes its liability to Shipper, hereunder with respect to such claim or demand; and,
2. whether or not it desires, at its sole cost and expense, to defend Shipper against such claim or demand.

In the event that Company notifies Shipper within the Notice Period that it desires to defend Shipper against such claim or demand and except as hereinafter provided, Company shall have the right to defend Shipper by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Company to a final conclusion in any manner as to avoid any risk of Shipper becoming subject to any liability for such claim or demand or for any other matter. If Shipper desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Company elects not to defend Shipper against such claim or demand, whether by not giving Shipper timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Company or by Shipper (Shipper having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Company and subject to indemnification as provided herein above.

**3.3** The foregoing indemnification and hold harmless agreement shall benefit both parties from the date hereof and shall survive the termination of this Agreement.

**ARTICLE IV - Failure to Perform: Default and Remedies**

**4.1** The following shall constitute an event of default:

1. Either party fails to satisfy in full the terms and conditions of this Agreement;
2. Either party voluntarily suspends the transaction of business where there is an attachment, execution or other judicial seizure of any portion of their respective assets;

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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3. Either party becomes insolvent or unable to pay its debts as they mature or makes and assignment of the benefit of creditors;

4. Either party files, or there is filed against it, a petition to have it adjudged bankrupt or for an arrangement under any law relating to bankruptcy;

5. Either party applies for or consents to the appointment of a receiver, trustee or conservator for any portion of its properties or such appointment is made without its consent; or

6. Either party engages in unlawful activities.

**4.2** If either party fails to perform its obligations under this Agreement, the non- defaulting party shall notify the defaulting party in writing (the "Default Notice") within three (3) days after the day that the non-defaulting party obtained knowledge of such failure to perform. Each such Default Notice shall describe in detail the act or event constituting the non-performance by the defaulting party. The defaulting party shall have five (5) days after its receipt of the Default Notice to cure any such failure to perform, unless such cure cannot be accomplished using reasonable efforts within said five (5) day period, in which case the defaulting party shall have such additional time as may be necessary, using reasonable efforts, to cure such non-performance (the "Default Cure Period"). Notwithstanding anything herein to the contrary, the Default Cure Period for any default for the non-payment of money shall not exceed five (5) days and for any event of default set forth in Section 4.1 (a) - (I), no cure period shall apply.

**4.3** In the event of a default that is not cured within the Default Cure Period, the non-defaulting party may, at its option, exercise any, some or all of the following remedies, concurrently or consecutively:

1. any remedy specifically provided for in this Agreement, and/or,
2. terminate the Agreement upon written notice to the defaulting party; and/or,
3. any remedy existing at law or in equity.

**ARTICLE V – Term**

**5.1** This Agreement shall be in effect for a period' of twelve (12) Months beginning on the Effective Date, such period defined herein as the "Annual Period", and thereafter be extended for additional "Annual Periods"; unless either party gives written notice of termination to the other party, *not* less than sixty (60) days prior to the expiration of any "Annual Period". This Agreement may be terminated earlier by either party, with at least sixty (60) days written notice to the other party.

**ARTICLE VI - Rate for Service**

***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

**6.1** Commencing on the Effective Date of this Agreement, and continuing until this Agreement is terminated or expires, Shipper shall pay to Company an Off-System Delivery Point Operator Charge, as provided in Company's approved FPSC Tariff. The DPO Service Charge shall be billed in addition to any Receipt or Delivery Imbalance resolution or Operational Order credits or charges.

**ARTICLE VII – Notices**

**.1** Except as otherwise provided herein, any notice, request, demand, statement or report pertaining to this Agreement shall be in writing and shall be considered as effective on the receipt date, when delivered by certified or registered mail, an acknowledged electronic mail delivery or express mail service.

**7.2** All communications with respect to this Agreement shall be sent to the following addresses:

**To Florida Public Utilities Company:**

PO Box 960  
Winter Haven, Florida 33882  
Contact Person:  
Telephone:

**To Shipper:**

Company name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip code \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**ARTICLE VIII - Tariff Revision**

**8.1** Nothing contained in this Agreement shall prevent Company from proposing to, and filing with, the FPSC: (i) revisions to any effective rate schedule, (ii) superseding rate schedules, or (iii) any other modifications to its Tariff for the purpose of changing the rates, charges and general terms and conditions applicable to services provided under the provisions of the Company FPSC Tariff, including the terms and conditions of this Agreement. Nothing contained in this Agreement shall prevent Shipper from opposing any changes, revisions or modifications contained in any proposal or filing made by Company to or with the FPSC that affect the charges or other provisions applicable to service provided under this Agreement, or from pursuing any other available legal remedy with respect to such changes, revisions or modifications.

**ARTICLE IX - Mutually Beneficial Transactions**

**9.1** Shipper recognizes that as Delivery Point Operator for the Delivery Point, Company is subject to the rules and regulations of Transportation Service Providers with regard to operational flow rates, pressures and penalties. As such, Company may need the Shipper to vary

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***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

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its daily deliveries from the scheduled delivery quantities. On those occasions, Company may request, at its sole discretion, and the Shipper may agree to a change to the Shipper's nominated Gas supply quantities and either Transportation Service Provider's pipeline capacity. Terms and conditions of such transactions shall be agreed upon at the time of the transaction and shall be recorded and confirmed in writing within two Business Days after the transaction.

**ARTICLE X – Miscellaneous**

**10.1 Entire Agreement:** This Agreement, including the exhibits attached hereto, sets forth the full and complete understanding of the parties as of the date of its execution by both parties, and it supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. No party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

**10.2 Governing Law, Rules and Regulations:** This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its choice of law rules: and, the terms and conditions of the Company FPSC approved Tariff, and Transportation Service Provider's FERC Tariff, as amended from time to time.

**10.3 Amendments:** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought, such amendments subject to the approval of the FPSC. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the Contact Person pursuant to Section 7.2 shall not be deemed nor require an amendment of this Agreement-provided such change is communicated in accordance with Section 7.1 of this Agreement.

**10.4 Legal Fees:** In the event of litigation between the parties hereto arising out of or in connection with this Agreement, then the reasonable attorneys' fees and costs of the party prevailing in such litigation shall be paid by the other party.

**10.5 Independent Parties:** Company and Shipper shall perform hereunder as independent parties and neither Company nor Shipper is in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venture, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third person for any purpose, including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third person.

**10.6 Assignment and Transfer:** No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be



***U. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED***

unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing , the duties and obligations under this Agreement of the assigning or transferring party, and upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

**10.7 Counterparts:** This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

IN WITNESS WHEREOF the parties have duly executed this Agreement in multiple originals, effective as if the Effective Date provided above.

**Florida Division of Chesapeake Utilities**

**Shipper**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

***V. OFF SYSTEM SALES LETTER AGREEMENT***

**OFF SYSTEM SALES LETTER AGREEMENT**

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Dear \_\_\_\_\_,

As was verbally requested by \_\_\_\_\_ on \_\_\_\_\_.  
20\_\_\_\_, \_\_\_\_\_ (“Customer”) desires to purchase up to \_\_\_\_\_ MMBtu per day of natural Gas, pipeline capacity and / or delivered natural Gas from [INSERT APPLICABLE COMPANY NAME] (“Company”) for the term beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_. Company is will and able to deliver such quantity of natural Gas directly to Customer for the specified term pursuant to Company’s Rate Schedule OSSS-1 a copy of which is attached here to and becomes part hereof and under the terms and conditions of this agreement. Company will purchase all necessary quantities of Gas supply and nominate the necessary volume of transportation capacity at Receipt and Delivery Points on the interstate pipeline system of \_\_\_\_\_ in order to effectuate this transaction. This Letter Agreement expresses the mutual understanding of Company and Customer with respect to the terms to apply to such deliveries of natural as. Please contract me if you should have any questions with regard to this letter agreement.

In consideration of the mutual benefits set forth herein, this Letter Agreement is being made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Company and Customer, in accordance with the following terms and conditions:

**1. Daily Delivery Quantity:** Customer shall make a reasonable effort to nominate supplies evenly throughout the term of this Agreement, subject to the requirements of Transportation Service Provider’s Tariff, including but not limited to Nomination changes for monthly balancing, “Alert Days”, and plant operations. The Daily Delivery Quantity may be changed by mutual agreement of the parties.

**2. Term:** Company shall arrange for the delivery of the Daily Delivery Quantity of natural Gas purchased by Customer under this Letter Agreements during the above referenced term; after which this Letter Agreement shall continue in force thereafter subject to termination by

***V. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED***

either party on fifteen (15) days' notice.

**2. Term:** Company shall arrange for the delivery of the Daily Delivery Quantity of natural Gas purchased by Customer under this Letter Agreements during the above referenced term; after which this Letter Agreement shall continue in force thereafter subject to termination by either party on fifteen (15) days' notice.

**3. Delivery Point:** Company shall deliver all-natural Gas under this letter Agreement directly to Customer's Delivery Point number(s) \_\_\_\_\_ on the \_\_\_\_\_ pipeline system.

**4. Authorization to Make Direct Deliveries:** The natural Gas purchased by Customer pursuant to this Letter Agreement will be transported by \_\_\_\_\_ under Company's firm Transportation Service Agreement. In accordance with the Transportation Service Provider's currently effective Federal Energy Regulatory Commission ("FERC") Tariff. Company will exercise its alternate Delivery Point rights so that, upon Transportation Service Provider approval, Transportation Service Provider will deliver the natural Gas directly to Customer at the Delivery Point(s) set forth above. Customer shall be responsible for any applicable reporting or filings to be made with Federal or State governmental authorities associated with this transaction. Company retains the right to recall these volumes upon two (2) hours prior notice to Customer. This supply is fully Interruptible and will be made on a best efforts basis. Interruption and may be due to, but not limited to, the necessity of Company to use said Gas supply and/or capacity to service Customers behind its City Gate(s), loss of supply, unfavorable pipeline conditions, etc.

**5. Billing and Payment:** Company and Customer agree that the charge for the gas services provided under this Letter Agreement shall be as follows:

Item	Description	MMBtu/Day Charge	
1.	Commodity Cost of Gas	See below	See following text
2.	Reservation Charge	DDQ	\$ _____ per MMBtu
3.	Usage Charge	DDQ	\$ _____ per MMBtu
4.	Company Administration Charge	See below	\$ _____ per MMBtu
TOTAL CHARGE _____		Sum of items 1 through 4	

NOTE: As nominated for delivery to Transportation Service Provider as indicated on Exhibit A.

The commodity cost of Gas for supplies nominated (if applicable) to be delivered starting with

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***V. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED***

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the first day of each Month shall be priced using the price posted per MMBtu in \_\_\_\_\_ plus \$ \_\_\_\_\_ per MMBtu until the first interruption of flowing Gas.

Thereafter, Gas supplies which start flowing after the first of each Month shall be priced using the \_\_\_\_\_ plus \$ \_\_\_\_\_ per MMBtu. The commodity cost of Gas shall be determined in accordance with \_\_\_\_\_.

The "Total Charge" set forth above includes the amount to be charged by Company to Customer for the natural Gas commodity, the applicable reservation and usage charges under the applicable Transportation Service Provider's FERC Gas Tariff, as well as all applicable surcharges under Transportation Service Provider's FERC Gas Tariff.

In addition to the "Total Charge" set forth above, Customer shall remit to Company any incremental charges that Company may incur as a result of the services provided under this Letter Agreement, to include, but not be limited to, any charge imposed by Transportation Service Provider directly related to this transaction, such as for imbalances and fuel reimbursement, reporting or filing fees associated with this transaction, and such other charges, fees, or assessments, including Federal and State taxes, authorized by governmental authorities.

Customer shall pay the "Total Charge", incidental charges, and any other obligations that arise as a result of this Letter Agreement, regardless of whether Customer has actually used the Daily Delivery Quantity, so long as Company has arranged for the delivery to Customer of the Daily Delivery Quantity as indicated in Exhibit A.

Customer shall remit payment to Company for the "Total Charge," any incidental charges, and any other obligation that arises as a result of this Letter Agreement within ten (10) calendar days of receipt of invoice from Company at the address set forth below in the "Execution" section of this Letter Agreement. Customer shall be deemed in receipt of Company's invoice upon delivery in person the third Business Day after mailing by registered or certified mail, postage prepaid; the next Business Day after timely delivery to a common carrier service, service fee payable by sending party, for next-day delivery. If Customer fails to pay any amount when due hereunder, Customer shall pay interest on the overdue amount at an annual rate of interest of eighteen (18) percent, calculated from the date that payment is due until the date of remittance hereunder.

**6. Warranty of Title:** Company warrants that it will have title to the natural Gas sold hereunder from the time it is received at a Receipt Point until delivery to Customer at the Company Receipt Point(s) specified above, at which point(s) title shall pass to Customer.

**7. Limitation of Liability and Force Majeure:** Force Majeure: The obligations of Company and Customer under this Letter Agreement, and the performance thereof, other than a failure or

***V. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED***

delay in the payment of money due hereunder, shall be excused during periods of Force Majeure. Force Majeure shall mean acts of God, strikes, lock-outs, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government mandated quarantines associated therewith, landslides, sinkholes, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery, generating equipment, or lines of pipe, the necessity for maintenance of or making repairs or alterations to machinery, generating equipment, or lines of pipe, freezing of wells or lines of pipe, failure or depletion of wells, loss or interruption of supply, Curtailment of transportation capacity on the applicable Transportation Service Provider's pipeline system, interruption or unavailability of transportation due to an event constituting Force Majeure under Company's Transportation Service agreement(s) with the applicable Transportation Service Provider, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which in each of the above cases, by the exercise of due diligence such party is unable to prevent or overcome. The party whose performance is excused by an event of Force Majeure shall promptly notify the other party of such occurrence and its estimated time of duration and shall use all reasonable efforts to remedy such Force Majeure and resume such performance.

**8. Limitation on Liability:** Neither Customer nor Company shall be liable to the other or to any other party claiming through the other for special, indirect or consequential damages relating to any matter covered by this Letter Agreement.

**9. Entire Agreement:** This Letter Agreement constitutes the entire agreement between the parties with respect to the sale of natural Gas hereunder to Customer and supersedes all prior agreements and understandings between the parties.

**10. Execution of Letter Agreement:** WHEREFORE, in consideration of the foregoing terms and conditions of this Letter Agreement and the mutual benefits to be obtained therefore, the parties hereto have caused this Letter Agreement to be duly executed by their respective authorized officials.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Witness

***V. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED***

**EXHIBIT "A"  
TO THE OFF-SYSTEM SALES LETTER AGREEMENT  
BY AND BETWEEN  
[INSERT APPLICABLE COMPANY NAME]  
AND \_\_\_\_\_**

**DATED \_\_\_\_\_, 20\_\_\_\_\_**

NOMINATED FOR DELIVERY TO (PIPELINE) \_\_\_\_\_  
MMBtu / DAY \*

DATE(S)

- 1.
- 2.

\* INCLUDED FUEL PER TSP'S TARIFF

**[Florida Public Utilities Company,  
a Florida Corporation or  
Florida Division of Chesapeake Utilities]**

\_\_\_\_\_  
**(CUSTOMER)**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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***W. CI POOL MANAGER AGREEMENT***

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**CI POOL MANAGER AGREEMENT**

This CI POOL MANAGER AGREEMENT is made and entered into by and between **[INSERT APPLICABLE COMPANY NAME]** hereinafter referred to as “Company” and \_\_\_\_\_, a \_\_\_\_\_ corporation hereinafter referred to as “CI Pool Manager”.

**WITNESSETH:**

WHEREAS, Pool Manager desires to operate as a CI Pool Manager on Company’s Gas distribution system, and is requesting service as provided in Company’s FPSC Tariff,

WHEREAS, Company offers such services under the applicable Rate Schedules and Rules and Regulations of its FPSC Tariff, and

WHEREAS, Company is a party to Service Agreements with Transportation Service Providers;

WHEREAS, CI Pool Manager is an authorized shipper on Transportation Service Providers' interstate Gas transmission system(s), and wishes to ship certain quantities of Gas, on a firm basis, using Company’s relinquished Transportation Service Provider Capacity to Company’s respective Primary Delivery Points to Company's distribution system, for delivery by Company to the Customer Accounts comprising the Customer Pool (as hereinafter defined); and

WHEREAS, Company wishes to temporarily release to CI Pool Manager, and CI Pool Manager wishes to acquire, a portion of Company's Firm Capacity Rights under the Service Agreements, pursuant to the capacity relinquishment provisions of the General Terms and Conditions of Transportation Service Providers' Federal Energy Regulatory Commission ("FERC") Tariffs, the Rules and Regulations of Company's FPSC Tariff, and the terms and conditions of this Agreement, to enable CI Pool Manager to ship Gas hereunder; and

WHEREAS, Company, or its designee, has certain operational and administrative obligations, as the Delivery Point Operator ("DPO") under the Transportation Service Providers FERC Tariffs, the Company FPSC Tariff and this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

This Agreement shall be effective on the date authorized by the FPSC for the implementation of Company’s Transportation Service Programs and shall continue in effect for a period two (2) years, and shall thereafter be extended for additional annual periods; unless either party gives written notice of termination to the other party, not less than ninety (90) days prior to the

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***W. CI POOL MANAGER AGREEMENT - CONTINUED***

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expiration of the initial term. This Agreement may be terminated earlier: i) at the Company's option in accordance with the provisions of its FPSC Tariff, or ii) otherwise in accordance with the provisions of this Agreement and the Parties' respective rights under applicable law.

Should any amendment or modification to Company's authority to provide service under the CI Program and Company's FPSC Tariff cause the terms and conditions hereof to change such that performance hereunder would be unreasonably burdensome for either party, then such burdened party may, by providing no less than thirty (30) days written notice to the other party, terminate this Agreement, without penalty, effective no earlier than on the first day of the Month subsequent to said thirty (30) day notice period.

2. CI Pool Manager agrees to comply with and be subjected to all the provisions of Company's FPSC Tariff applicable to the service provided to CI Pool Managers by Company.

3. CI Pool Manager understands that Company's Shipper Administrative Services (SAS) is mandatory for all CI Pool Managers. The SAS provides the administrative services related to Gas transportation deliveries. CI Pool Manager shall be billed for services in accordance with Company's SAS rate schedule.

4. Company shall temporarily relinquish to CI Pool Manager, and CI Pool Manager shall acquire, each Month a portion of the Firm Capacity Rights that Company is entitled to relinquish under its Transportation Service Provider Service Agreements, as provided by Company's FPSC Tariff. All capacity relinquishments shall be executed in accordance with the provisions of the respective Transportation Service Provider's FERC Tariff.

5. Except for Force Majeure events or Mutually Beneficial Transactions, as provide by Company's FPSC Tariff, CI Pool Manager shall have a firm obligation to deliver each day to the Company's distribution system, Gas quantities sufficient to meet the requirements of Pool Manager's CI Customer Pool. Pool Manager shall be obligated to cause sufficient quantities of Gas to be delivered for the Customer Pool each and every day such that scheduled quantities for the Customer Pool remain in reasonable balance with actual consumption. Delivery of all such Gas shall be at the Primary Delivery Point(s), and pathed along the Transportation Service Provider(s) pipeline, as established by the relinquishment notice describing the pipeline capacity release to the Pool Manager and released under the applicable FERC and Transportation Service Provider rules and regulations. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform under Rate Schedule PM. In the event of substantial non-performance, as defined in the Company's Tariff, the Company shall terminate the Pool Manager.

6. If any act or omission of Pool Manager causes Company to incur penalties or other



***W. CI POOL MANAGER AGREEMENT - CONTINUED***

expenses or liabilities for unauthorized overrun Gas, for imbalances on a pipeline system, for a failure to comply with Transportation Service Provider’s Tariff, or for a failure to comply with a curtailment notice or to take deliveries as scheduled, Pool Manager will indemnify and reimburse Company for all such amounts which the acts or omissions of Pool Manager or its supplier have caused Company to incur. Nothing herein shall be deemed to foreclose Company from employing other remedies including cessation of deliveries, and Company reserves the right to do so, for the unauthorized consumption of Gas.

7. CI Pool Manager will participate in Company’s:

CI Cycle Read Pool \_\_\_\_\_ Released capacity equal to 100% historical monthly quantities

CI Daily Read Pool \_\_\_\_\_ Released capacity equal to 50% of historical monthly quantities

8. Notices or communications to CI Pool Manager shall be given to:

Mailing Address:

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

9. This Agreement shall become effective at the start of the Gas Day (as defined in Transportation Service Provider’s FERC Tariff) on \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have duly executed this agreement in multiple originals on

\_\_\_\_\_.

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***W. CI POOL MANAGER AGREEMENT - CONTINUED***

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**[INSERT APPLICABLE COMPANY  
NAME]**

**Pool Manager:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT***

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**TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT**

This TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT ("Agreement") is made and entered into by and between [INSERT APPLICABLE COMPANY NAME] and hereinafter referred to as "Company", and \_\_\_\_\_, a \_\_\_\_\_ corporation hereinafter referred to as "TTS Pool Manager".

**WITNESSETH:**

WHEREAS, Company operates a natural Gas distribution system in the state of Florida; and

WHEREAS, the FPSC has authorized Company to implement Transitional Transportation Service (TTS) Program to certain Customers as provided by Company's FPSC-approved Tariff (the "FPSC Tariff"); and

WHEREAS, Company is thereby authorized to select, through a Request for Proposal process, TTS Pool Managers to provide natural Gas sales service to Customers receiving gas service under the TTS Program; and

WHEREAS, Company is a party to Service Agreements Transportation Service Providers; and

WHEREAS, TTS Pool Manager is an authorized shipper on Transportation Service Provider(s) interstate Gas transmission systems, and wishes to ship certain quantities of Gas, on a firm basis, using Company's relinquished Transportation Service Provider Capacity to Company's respective Primary Delivery Points to Company's distribution system, for delivery by Company to the Customer Accounts comprising the Customer Pool (as hereinafter defined); and

WHEREAS, Company wishes to temporarily release to TTS Pool Manager from time to time, and TTS Pool Manager wishes to acquire from time to time, a portion of Company's Firm Capacity Rights under the Service Agreements, pursuant to the capacity Relinquishment provisions of the General Terms and Conditions of Transportation Service Providers' Federal Energy Regulatory Commission ("FERC") Tariffs, the Rules and Regulations of Company's FPSC Tariff, and the terms and conditions of this Agreement, to enable TTS Pool Manager to ship Gas hereunder; and

WHEREAS, Company, or its designee, has certain operational and administrative obligations, as the Delivery Point Operator ("DPO") under the Transportation Service Providers FERC Natural Gas Tariffs, the Company FPSC Tariff and this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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**ARTICLE I- DEFINITIONS**

Unless another definition is expressly stated within this Agreement, the following terms and abbreviations, when used in this Agreement and in all exhibits, recitals, and appendices contained or attached to this Agreement, are intended to and will mean as follows:

**1.0 "Customer Account":** means an individual natural Gas Customer included in the Customer Pool.

**1.1 "Customer Pool":** means, the group of Customers who are collectively served by the authorized Pool Manager(s) in accordance with the applicable provisions of the Company's TTS Transportation Service program.

**1.2 "Gas":** means natural Gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of Company's FPSC approved Tariff.

**1.3 "Month":** means a period beginning at 9:00 a.m. CCT on the first day of a calendar Month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar Month; provided that, in the event of a change in the definition of the corresponding term in Transportation Service Providers' FERC Tariffs, this definition shall be deemed to be amended automatically so that it is identical at all times to the definition of the corresponding term in said Tariffs.

**1.4 "Service Agreement":** means the agreement for firm Transportation Service between Company and a Transportation Service Provider(s).

**1.5 "Therm":** means a unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

**ARTICLE II - Company's Tariff Provisions**

**2.1** TTS Pool Manager agrees to comply with and be subject to all the provisions of Company's FPSC Tariff applicable to the service provided to TTS Pool Manager by Company, including any amendments thereto approved by the FPSC during the term of this Agreement. In the event of any conflict between said provisions of the FPSC Tariff and specific provisions of this Agreement, the latter shall prevail, in the absence of an FPSC Order to the contrary.

**ARTICLE III - TTS Customer Pool**

**3.1** The TTS Pool Manager shall provide natural Gas sales and management services, in accordance with this Agreement and the FPSC Tariff, to all Residential Customers assigned by Company to the TTS Pool Manager's Customer Pool, and those Residential Customers electing to receive service from the TTS Pool Manager. The TTS Pool Manager shall also provide

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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service to those Non-Residential Customers assigned to the TTS Pool Manager's Customer Pool as provided by Company's FPSC Tariff. The TTS Pool Manager may accept other Non-Residential Customers into the TTS Customer Pool upon the request of the Customer. TTS Customers shall have the option, once within a twelve-Month period, as provided by Tariff, to discontinue service with TTS Pool Manager and select any other approved TTS Pool Manager.

**ARTICLE IV - Capacity Relinquishment**

**4.1** Company shall temporarily relinquish to TTS Pool Manager, and TTS Pool Manager shall accept, each Month a portion of the Firm Capacity Rights that Company is entitled to relinquish under its Transportation Service Provider Service Agreements, as provided by Company's FPSC Tariff. All Capacity Relinquishments shall be executed in accordance with the provisions of the respective Transportation Service Provider's FERC Tariff.

**ARTICLE V - Firm Service**

**5.1** Except for Force Majeure events or Mutually Beneficial Transactions, as provide by Company's FPSC Tariff, TTS Pool Manager shall have a firm obligation to delivery each day to the Company distribution system, Gas quantities sufficient to meet the requirements of the TTS Customer Pool. Delivery of all such Gas shall be at the Primary Delivery Point(s), and pathed along the Transportation Service Provider(s) pipeline, as established by the relinquishment notice describing the pipeline capacity release to the Pool Manager and released under the applicable FERC and Transportation Service Provider rules and regulations. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform under Rate Schedule PM. In the event of substantial non-performance, as defined in the Company's Tariff, the Company shall terminate the Pool Manager.

**ARTICLE VI - Delivery Point Operator Service**

**6.1** Company shall provide Delivery Point Operator Service (DPOS) to TTS Pool Manager in accordance with the provisions of Company's FPSC Tariff. DPOS shall include those activities related to Nominations, scheduling, imbalance resolution, operator order disposition and other administrative and operational activities as are assigned to the Delivery Point Operator by the respective Transportation Service Provider's FERC Tariff and/or Company's FPSC Tariff, as each may be revised from time to time.

**ARTICLE VII – Indemnification**

**7.1** For value received and to induce Company to enter into this Agreement, TTS Pool Manager agrees to protect, defend (at TTS Pool Manager's expense and by counsel satisfactory to Company), indemnify, and save and hold harmless Company, its officers, directors,

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Company's rights hereunder) incurred by Company in connection with or arising out of or resulting from or relating to or incident to:

1. any breach of any of the representations, warranties, or covenants of TTS Pool Manager contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:
  - a. any Transportation Service Provider penalties or other expenses or liabilities for unauthorized overrun Gas, for imbalances on a pipeline system, for failure of TTS Pool Manager to comply with a Transportation Service Provider's FERC Tariff, or for failure to comply with a Curtailment notice or to take deliveries as scheduled, pursuant to Company's FPSC Tariff; and
  - b. any breach by TTS Pool Manager of warranty of title to Gas and related obligations, pursuant to Company's FPSC Tariff;
2. any claim by a creditor of TTS Pool Manager as a result of any transaction pursuant to or contemplated by this Agreement;
3. any claim against Company relating to any obligation or liability of TTS Pool Manager, or its affiliates, or any of them of any kind or nature;
4. any and all rates and charges assessed by Transportation Service Provider(s) to Company for the relinquished capacity during the period that this Agreement remains in effect, pursuant to Company's FPSC Tariff; and
5. any taxes of any federal, state or local jurisdiction related to Gas supply and/or Transportation Service Provider's capacity upstream of Company's Delivery Points, pursuant to Section 11.1 of this Agreement.

In the event that any claim or demand for which TTS Pool Manager would be liable to Company hereunder is asserted against or sought to be collected from Company by a third party, Company shall promptly notify TTS Pool Manager of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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demand) (the "Claim Notice"). TTS Pool Manager shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify Company:

1. whether or not it disputes its liability to Company hereunder with respect to such claim or demand; and,
2. whether or not it desires, at its sole cost and expense, to defend Company against such claim or demand.

In the event that TTS Pool Manager notifies Company within the Notice Period that it desires to defend Company against such claim or demand and except as hereinafter provided, TTS Pool Manager shall have the right to defend Company by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by TTS Pool Manager to a final conclusion in any manner as to avoid any risk of Company becoming subject to any liability for such claim or demand or for any other matter. If Company desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If TTS Pool Manager elects not to defend Company against such claim or demand, whether by not giving Company timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by TTS Pool Manager or by Company (Company having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of TTS Pool Manager and subject to indemnification as provided hereinabove.

1. For value received and to induce TTS Pool Manager to enter into this Agreement, Company agrees to protect, defend (at Company's expense and by counsel satisfactory to TTS Pool Manager), indemnify, and save and hold harmless TTS Pool Manager, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of TTS Pool Manager's rights hereunder) incurred by TTS Pool Manager in connection with or arising out of or resulting from or relating to or incident to:
  - a. any breach of any of the representations, warranties, or covenants of Company contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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- i. Company's responsibility to pay Transportation Service Provider(s) for recalled capacity, during the period of recall, pursuant to Company's FPSC Tariff; and
  - ii. any breach by Company of warranty of title to Gas and related obligations, pursuant to Company's FPSC Tariff;
- b. any claim by a creditor of Company as a result of any transaction pursuant to or contemplated by this Agreement;
- c. any claim against TTS Pool Manager relating to any obligation or liability of Company, or its affiliates, or any of them of any kind or nature; and,
- d. any and all rates and charges assessed by Transportation Service Provider(s) to TTS Pool Manager for any recalled capacity during the period that such recall remains in effect.

In the event that any claim or demand for which Company would be liable to TTS Pool Manager hereunder is asserted against or sought to be collected from ITS Pool Manager by a third party, TTS Pool Manager shall promptly notify Company of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Company shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify TTS Pool Manager:

1. whether or not it disputes its liability to TTS Pool Manager hereunder with respect to such claim or demand; and,
2. whether or not it desires, at its sole cost and expense, to defend TTS Pool Manager against such claim or demand.

In the event that Company notifies TTS Pool Manager within the Notice Period that it desires to defend TTS Pool Manager against such claim or demand and except as hereinafter provided, Company shall have the right to defend TTS Pool Manager by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Company to a final conclusion in any manner as to avoid any risk of TTS Pool Manager becoming subject to any liability for such claim or demand or for any other matter. If TTS Pool Manager desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Company elects not to defend TTS Pool Manager against such claim or demand, whether by not giving TTS

Pool Manager timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Company or by TTS Pool Manager (TTS Pool



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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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Manager having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Company and subject to indemnification as provided hereinabove.

The foregoing indemnification and hold harmless agreement shall benefit both parties from the date hereof and shall survive the termination of this Agreement.

**ARTICLE VIII - Customer Pricing**

**8.1 Standard Price Option- FGT Zone 3 Commodity Index Price:** As required by Company's FPSC Tariff, all Residential Customers initially entering the TTS Customer Pool shall be billed for services received from the TTS Pool Manager each Month at the Standard Price Option billing rate. Such Customers once within a twelve-Month period, shall request in writing a change of TTS Pool Manager but will remain on the Standard Price Option Billing Rate. For the purposes of this Agreement, the Standard Price Option billing rate shall include a commodity price index equal to the commodity price published in the publication "Inside FERC's Gas Market Report," in the table, Prices of Spot Gas Delivered to Pipelines, Florida Gas Transmission, for Zone 3 delivery on the first day of each Month for the respective Month of delivery. If, during the effective period of this Agreement, the specified index ceases to be published or is not published for any period, the Parties will mutually agree upon a new Gas index. The Standard Price Option shall establish a billing rate for Customers that includes the above Gas commodity price index and all other price components allowable under this Agreement or Company's FPSC Tariff, required to provide a Monthly billing rate to TTS Customers. The TTS Pool Manager shall provide the Standard Price Option billing rate to TTS Customers each Month during the entire term of this Agreement.

**8.2 Standard Price Option- TTS Pool Manager Margin:** The TTS Pool Manager shall include a margin of \$ \_\_\_\_\_ per Therm in the Standard Price Option billing rate provided in Section 8.1.

**8.3 Other Charges and Credits:** The TTS Pool Manager may pass through to Customers in the Customer Pool those charges related to the acquisition and utilization of interstate pipeline capacity directly assigned or allocated to the TTS Pool Manager by Company, and such additional quantities of capacity provided by TTS Pool Manager pursuant to Company's Tariff, including applicable Transportation Service Provider surcharges and fuel retention costs. TTS Pool Manager may pass through to Customers in the Customer Pool those charges assessed to TTS Pool Manager by Company under the provision of its FPSC Tariff DPOS and Shipper Administrative and Billing Service (SASS). TTS Pool Manager may pass through to Customers in the Customer Pool all tax obligations related to service to TTS Customers, TTS Pool Managers margin, and any other applicable charge as provided in this Agreement or the Company Tariff. TTS Pool Manager shall pass through to Customers in the Customer Pool those credits assessed to TTS Pool Manager by Company under the provision of its FPSC Tariff DPOS.

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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**ARTICLE IX - Customer Account Billing and Payment**

**9.1 Customer Billing:** On a monthly basis, the TTS Pool Manager shall provide to Company the current Month's billing rate(s), in dollars per Therm, for the Commodity Index Price, Fixed Price(s), if any, and Other Pricing Option(s), if any, as provided in Article VIII. The TTS Pool Manager billing rate(s) shall include all billing components, i.e. commodity, capacity, margin, taxes, other charges or credits. Company shall bill the Customers in the TTS Pool Manager's Customer Pool the applicable billing rate, as a single line item charge on Company's monthly billing statements. The Company billing statement shall identify the charges as the cost of Gas provided by the TTS Pool Manager. Company shall bill each Customer based on the measured Gas quantities at each Customer premise.

**9.2 Shipper Administrative and Billing Service:** During the term of this Agreement, Company shall provide billing, payment remittance, and administrative services to the TTS Pool Manager for the Customers in the Customer Pool, in accordance with the Shipper Administrative and Billing Service (SABS) as provided by Company's FPSC Tariff. Company shall be responsible for monitoring Customer Account non-payment and partial payment amounts and administering the Customer Account notices and service disconnect procedures, as allowed by FPSC Rules and its FPSC Tariff. Company shall reconcile all Customer payments received through its customary payment remittance and collection efforts, and, subject to Section 9.3, remit to the TTS Pool Manager those funds related to the total cost of Gas. Company shall allow TTS Pool Manager reasonable access to Meter readings, consumption data, account payment information and other such information as may be required to conduct an independent audit of the payment remittance services. Each Month the TTS Pool Manager shall pay to Company an amount equal to that provided by the SABS Rate Schedule in the Company FPSC Tariff.

**9.3 Payment to TTS Pool Manager:** By the fifteenth day of each Month, Company shall remit to the TTS Pool Manager, an amount equal to the metered volume of Gas recorded during the preceding Company billing Month for each Customer Account, multiplied by the applicable billing rate for the respective Customer Accounts, less an amount deducted for non-payments or partial payments for the preceding Month's Customer Account billings, plus an amount for payments received for outstanding non-payment or partial payment amounts recorded during a prior billing period, and less SABS charges, and other fees, if any, to which the Parties may mutually agree. Any charges or credits resulting from the DPOS and/or the disposition of the Operational Balancing Account shall be separately billed in accordance with Company's FPSC Tariff. Nothing in this Agreement shall be construed as a guarantee by Company of payment to the TTS Pool Manager of any TTS Pool Manager charges included on any billing statement produced by Company for which payments are not received from Customers. In the event of partial payments by Customers, Company shall first apply the funds received from the partial payment to any tax amounts for which Company is responsible for collecting from the Customer Account. Any remaining balance from the partial payment shall next be applied against the TTS Pool Manager's cost of Gas charges, completely

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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satisfying such charges before applying any remaining funds to Company charges. Partial payments by Customers that result in non-payment of Company's regulated transportation charges shall be subject to disconnect under Company's service disconnect procedures, pursuant to the FPSC Tariff.

**ARTICLE X - Customer Bad Debt**

**10.1** Company shall diligently execute the service discontinuation provisions of its FPSC Tariff. The TTS Pool Manager may take such reasonable actions as are necessary to recover any monetary loss due to non-payment of Customer bills and/or to collect debts resulting from the non-payment of Customer bills, including recovery of such debts through a surcharge to the Customer Pool billing rate. Any such bad debt collections through surcharge shall be subject to audit by Company.

**ARTICLE XI -Taxes Billed to Customers**

**11.1** As provided in Section 8.3 and Section 9.1, the TTS Pool Manager may include all taxes related to providing Gas supply service to TTS Customers in its monthly billing rates. Company shall have no responsibility for the collection of any TTS Pool Manager tax obligation, other than to the extent such taxes are included in the TTS Pool Manager's monthly billing rates. Company shall not be responsible for the remittance of any taxes to any jurisdiction on behalf of the TTS Pool Manager. The TTS Pool Manager shall be responsible for remittance of all taxes related to Gas supply and Transportation Service Provider capacity upstream of the Company Delivery Point with the Customer Accounts in the Customer Pool. Company shall be responsible for collection and remittance of all taxes related to the transportation of Gas on its distribution system, including Florida State Gross Receipts Taxes.

**ARTICLE XII - Program Revisions**

**12.1** Nothing contained in this Agreement shall prevent Company from proposing to, and filing with, the FPSC: (i) revisions to any effective rate schedule, (ii) superseding rate schedules, or (iii) any other modifications to its Tariff for the purpose of changing the rates, charges and general terms and conditions applicable to the service provided under the TTS provisions of the Company Tariff, including the terms and conditions of this Agreement. Nothing contained in this Agreement shall prevent TTS Pool Manager from opposing any changes, revisions or modifications contained in any proposal or filing made by Company to or with the FPSC that affect the charges or other provisions applicable to service provided under this Agreement, or from pursuing any other available legal remedy with respect to such changes, revisions or modifications.

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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**ARTICLE XIII- Term and Termination**

**13.1 Term:** This Agreement shall be effective on the date authorized by the FPSC for the implementation of Phase Two of Company's TTS Program and shall continue in effect for a period of two (2) years, and shall thereafter be extended for additional annual periods; unless either party gives written notice of termination to the other party, not less than ninety (90) days prior to the expiration of the initial term. This Agreement may be terminated earlier: (a) at Company's option in accordance with the provisions of its FPSC Tariff, or (b) otherwise in accordance with the provisions of this Agreement and the Parties' respective rights under applicable law.

**13.2 Termination Due to Program Amendment or Modification:** Should any amendment or modification to Company's authority to provide service under the TTS Program and Company's FPSC Tariff cause the terms and conditions hereof to change such that performance hereunder would be unreasonably burdensome for either party, then such burdened party may, by providing no less than thirty (30) days written notice to the other party, terminate this Agreement, without penalty, effective no earlier than on the first day of the Month subsequent to said thirty (30) day notice period.

**ARTICLE XIV- Assignment and Transfer**

**14.1** No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring party, and upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

**ARTICLE XV – Governmental Authorizations; Compliance with Law**

**15.1 Compliance with Law:** This Agreement shall be subject to all valid applicable state, local, and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement. The parties shall comply at all times with all applicable Federal, state, municipal, and other laws, ordinances and regulations. The parties shall furnish any information or execute any documents required by any duly constituted Federal or state regulatory authority in connection with the performance of this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any such law, order, directive, rule or regulation, the latter shall be deemed to control, but nothing in this Agreement shall prevent either party from contesting the validity of any such law, order, directive, rule or regulation, nor shall anything in this Agreements be construed to require either party to waive its respective rights to assert the lack of jurisdiction of the FPSC or the FERC

***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED***

over this Agreement or any part thereof. In the event any law, order, directive, rule, or regulation shall prevent either party from performing hereunder, then neither party shall have any obligation' to the other during the period that performance is precluded.

**15.2 Applicable Law and Venue:** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Unless otherwise agreed in writing by the parties, venue for any legal action hereunder shall be in either Alachua or Polk County, Florida.

**15.3 Revisions to Taxes:** If, during the term of this Agreement, the Federal Government, or any State, municipality or subdivision of such Government, should increase any present tax or levy any additional tax, relating to the service provided by Company under this Agreement, any such additional tax required by law to be paid by Company shall, in Company's discretion, insofar as such discretion is provided for under applicable law, be either separately stated on the total amount of the bill or computed on a cents per Therm basis and added to the then effective rate for Company's services hereunder.

If, during the term of this Agreement, the Federal Government, or any State, municipality or subdivision of such Government, should decrease or eliminate any tax relating to the service provided by Company under this Agreement, the reduction in such tax required to be paid by Company shall, in Company's discretion, insofar as such discretion is provided for under applicable law, be either separately stated as a deduction to the total amount of the bill or computed on a cents per Therm basis and subtracted from the then effective rate hereunder.

**ARTICLE XVI – Notices**

Except as otherwise provided herein, any notice, request, demand, statement or report pertaining to this Agreement shall be in writing and shall be considered as effective on the receipt date, when mailed by certified or registered mail, or on the date sent by express mail service.

All communications with respect to this Agreement shall be sent to the following addresses:

**To Company:**

Florida Public Utilities Company  
PO Box 960  
Winter Haven, Florida 33882  
Attention:  
Telephone:  
E-Mail:

**To TTS Pool Manager:**

Company Name  
Address  
City, State Zip Code  
Attention:  
Telephone:  
E-mail

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***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT -  
CONTINUED***

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**ARTICLE XVI – Miscellaneous**

**16.1 Headings:** All article headings, section headings and subheadings in this Agreement are inserted only for the convenience of the parties in identification of the provisions hereof and shall not affect any construction or interpretation of this Agreement.

**16.2 Entire Agreement:** This Agreement, including the exhibits attached hereto, sets forth the full and complete understanding of the parties as of the date of its execution by both parties, and it supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. No party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

**16.3 Amendments:** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the contact person pursuant to Section 18.2 shall not be deemed nor require an amendment of this Agreement provided such change is communicated in accordance with Section 18.1 of this Agreement. Further, the parties expressly acknowledge that the limitations on amendments to this Agreement set forth in this section shall not apply to or otherwise limit the effectiveness of amendments which are necessary to comply with the requirements of, or are otherwise approved by, FERC, the FPSC, or their successor agencies or authorities.

**16.4 Severability:** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided however that if such severability materially changes the economic benefits of this Agreement to either party, the parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

**16.5 Waiver:** No waiver of any of the provisions of this Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**16.6 Attorney's Fees and Costs:** In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including attorney's fees in all investigations, trials, bankruptcies, and appeals.

***X. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED***

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**16.7 Independent Parties:** Company and TTS Pool Manager shall perform hereunder as independent parties and neither Company or TTS Pool Manager are in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venturer, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third person for any purpose, including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third person.

**16.8 Counterparts:** This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

**ARTICLE XVII- Other Services**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, in multiple originals, effective as of the date of execution by both parties.

**[INSERT APPLICABLE COMPANY NAME]**

**TTS Pool Manager**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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***STANDARD FORMS - CONTINUED***

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**RESERVED FOR FUTURE USE**



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***STANDARD FORMS - CONTINUED***

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**RESERVED FOR FUTURE USE**

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***STANDARD FORMS - CONTINUED***

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**RESERVED FOR FUTURE USE**

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***STANDARD FORMS - CONTINUED***

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**RESERVED FOR FUTURE USE**

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***INDEX OF CONTRACTS AND AGREEMENTS***

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**INDIANTOWN:**

1. Amended and Restated Natural Gas Transportation Service Agreement with Indiantown Cogeneration, L.P. – FPSC Docket No. 20030808

**FT. MEADE:**

None

**FPUC:**

1. Gas Transportation Agreement with the City of Lake Worth – FPSC Docket No. 20030363
2. Amendment No. 1 to Transportation Service Agreement with the City of Lake Worth – FPSC Docket No. 20160028
3. Gas Transportation Agreement with Lake Worth Generation, LLC - FPSC Docket No. 20000922

**CFG:**

1. Contract Transportation Service Agreement with Mulberry Energy Company, Inc. – FPSC Docket No. 19920156
2. Transportation Agreement with Polk Power Partners – FPSC Docket No. 19930543
3. Gas Transportation Agreement with Polk Power Partners, L.P. – FPSC Docket No. 19940320

Amendment to Special Contract Gas Transportation Agreement with Polk Power Partners, L.P. – FPSC Docket No. 20000987

Amendment No. 2 to Gas Transportation Agreement (Special Contract), Master Gas Transportation Service Termination Agreement, Delivery Point Lease Agreement, and Letter Agreement: CFG Transportation Aggregation Service with Polk Power Partners, L.P. – FPSC Docket No. 20050835

Amendments to Special Contract with Polk Power Partners, L.P. – FPSC Docket No. 20150172

4. Gas Transportation Agreement with Orange Cogeneration Limited Partnership – FPSC Docket No. 19940830

Amendment to Special Contract Gas Transportation Agreement with

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***INDEX OF CONTRACTS AND AGREEMENTS - CONTINUED***

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Orange Cogeneration Limited Partnership – FPSC Docket No.  
20000987

Amendment to Special Contract with Orange Cogeneration Limited Partnership –  
FPSC Docket No. 20150175

5. Special Contract Gas Transportation Agreement with IMC-Agrico – FPSC Docket No.  
19971559

Amendment to Special Contract Gas Transportation Agreement with IMC-Agrico  
– FPSC Docket No. 20000987

6. Special Contract with Mosaic Fertilizer LLC – FPSC Docket No. 20170180

7. CTS Gas Transportation Service Agreement with Citrusuco North America, Inc. – FPSC  
Docket No. 19991168

8. CTS Gas Transportation Service Agreement with Peace River Citrus Products, Inc. –  
FPSC Docket No. 20000817

9. Special Contract with Suwannee American Cement, LLC. – FPSC Docket No. 20120229

10. Special Contract with Minute Maid Company, a Division of Coca-Cola Company –  
FPSC Docket No. 20021174

11. Special Contract with the Department of Management Services, Agency of the State of  
Florida – FPSC Docket No. 20050327

12. Special Contract with Sebring Gas System (customer) – FPSC Docket No. 20170176

Special Contracts listed above and approved by the Commission are located at Company's  
Corporate office.

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***INDEX OF CONTRACTS AND AGREEMENTS - CONTINUED***

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