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November 30, 2021

BY E-PORTAL

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

Re: Docket No. 20210180-EI - In re: Petition for authority to reinstate the non-firm energy program and tariff, Florida Public Utilities Company.

Dear Mr. Teitzman:

Attached for electronic filing, please find corrected Attachment A to the Petition of Florida Public Utilities Company requesting approval to reinstate the Non-Firm Energy Program Tariff, which was filed on November 12, 2021. Attachment A, which consists of the proposed revised tariff Sheets Nos. 66.1 and 66.2, has been corrected to address errors arising from the proposed changes being implemented on an earlier version of the tariff sheets, rather than the current tariffs. These corrections to the tariffs contained in Attachment A do not alter any aspect the Company's Petition beyond seeking approval of these corrected tariff sheets, rather than the sheets contained in Attachment A submitted on November 12.

As always, thank you for your assistance in connection with this filing. If you have any questions whatsoever, please do not hesitate to let me know.

Sincerely,



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

Cc:// Office of Public Counsel (Gentry)
PSC Staff (Lherisson, Hampson)

ATTACHMENT A

Revised Tariff Sheets – Clean/Legislative

FPUC: First Revised Sheet No. 66.1 & 66.2

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL)

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County. This service is limited to ~~a maximum of 3 Customers~~customers in the GSLD1 or Standby rate class. The Rate Schedule shall expire ~~on December 31, 2020~~with one year written notice by the Company to participating Customers.

Applicability

Applicable to Customers which are self-generators with dispatchable generation and are eligible for Rate Schedule ~~GSLD~~, GSLD1 or Standby, or who have executed a Special Contract approved by the Commission. Eligible Customers would nominate, in accordance with the procedures outlined below, an amount of electric load they commit to purchase that is above and in addition to the Customer's established baseline. Non-Firm (NF) Energy nominations must be made in 1,000 KW increments and is currently limited to a minimum of 1,000 kW and maximum of 15,000 kW. The Customer is not obligated to nominate NF Energy for any specific period but must nominate a minimum of 1,500 MWh per year. ~~There is no payment penalty associated with the experimental tariff.~~

The default period for NF Energy nominations will be 7 days. Nominations for longer periods, e.g. monthly, will be made available when market conditions warrant. The same procedure for nominations and acceptance will apply to all periods. Customer may nominate NF Energy for on-peak hours, off-peak hours, or all hours. On-peak hours are Hour Ending (H.E.) 08:00 to H.E 23:00 weekdays and off-peak hours are H.E. 24:00 to HE 07:00 and all hours on weekends and established holidays. Times shown are Eastern Standard or Daylight Savings time. On-peak and off-peak hours are subject to change.

Once the Company confirms the Customer's nomination, the Customer is obligated to pay for all NF Energy nominated at the offered rate regardless of whether the Customer takes all NF Energy nominated for the month, unless recalled in accordance with NF Recall provisions.

Monthly Rate

The rates and all other terms and conditions of the Customer's otherwise applicable rate schedule shall be applicable under this program.

All NF Energy shall be charged at the hourly price, in \$/MWh, as offered by the Company. Once nominated by the Customer and accepted by the Company, the Customer is responsible to pay the full NF Energy Charge for the nomination period regardless of whether the Customer takes all NF Energy nominated for the month. Any purchases that exceed the combined total of the Customer's baseline and NF Energy nominations will be billed based on the Customer's otherwise applicable rate. The NF Energy charges are in addition to the charges based on the Customers otherwise applicable rate.

Monthly NF Administrative Charge:
\$0.00 per Customer per month

(Continued on Sheet No. 66.2)

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL)

(Continued From Sheet No. 66.1)

Monthly NF Demand Charge:

\$0.00 per kW of NF demand

Monthly Rate

NF Energy Charge:

Amount as offered and accepted for each nomination

Monthly NF Demand

The Monthly NF Demand shall equal the maximum hour of NF Energy nominated by the Customer for the calendar month.

Minimum Monthly Bill

The Minimum Monthly Bill shall consist of the Monthly NF Administrative Charge plus applicable taxes and fees.

Term of Service

The Customer agrees to a minimum of 12 months of service under the Program. Service will continue thereafter until the Customer submits to the Company a written notice of termination. Service will discontinue at the end of the calendar month that notice of termination is received.

Nomination and Acceptance Procedure

1. By 10:00 AM each Friday, or when NF Energy is available, the Company will provide the Customer with NF Energy price quotations for the following period beginning 0:00 (midnight) the following Sunday (time period is Monday 00:00 – Sunday 24:00).
2. The Customer will submit a NF Energy nomination schedule to the Company by 2:00 PM of the same day that the offer is submitted.
3. NF Energy nominations are accepted once the Company confirms receipt of the nomination. The Company will then schedule delivery of the NF Energy, if any, beginning 0:00 (midnight) the following Sunday.

Nomination Recall Provisions:

Once accepted, nominations by Customer may only be withdrawn if a Force Majeure is declared. A Force Majeure may be declared by the Customer if the Customer's equipment suffers major failure such that the Customer is prevented from taking the NF Energy. In such case, the Customer will notify the Company's designated contact by approved method as soon as condition is known and the Company will attempt to withdraw the scheduled delivery of NF Energy. If possible to do so, the Customer will no longer be responsible for purchasing the balance of NF Energy nominated during the event. Customer may declare Force Majeure a maximum of once per month.

Company may terminate NF Energy delivery at any time due to system emergencies or unusual pricing by notifying Customer of such termination, and Company has no obligation to deliver NF Energy.

Florida Public Utilities Company
F.P.S.C Electric Tariff
Third Revised volume No. 1

First Original-Revised Sheet No. 66.2
Cancels Original Sheet No. 66.2

NON-FIRM ENERGY PROGRAM NFEP

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