



March 31, 2025

**ELECTRONIC FILING**

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

Re: Docket 20250029-GU, Petition for Rate Increase by Peoples Gas System, Inc.

Dear Mr. Teitzman:

Attached for filing on behalf of Peoples Gas System, Inc. in the above-referenced docket is Minimum Filing Requirement – Schedule E-9 (proposed tariffs – legislative and clean format) (Exhibit No. PGSI-3).

Thank you for your assistance with this matter.

(Document 15 of 16)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Wahlen', with a long horizontal flourish extending to the right.

J. Jeffrey Wahlen

cc: Major Thompson, OGC  
Jacob Imig, OGC  
Walt Trierweiler, Public Counsel  
Jon Moyle, FIPUG

JJW/dh  
Attachments

PEOPLES GAS SYSTEM, INC.  
DOCKET NO. 20250029-GU

MINIMUM FILING REQUIREMENT  
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SCHEDULE E-9 - COST OF STUDY

VOLUME III of III

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SCHEDULE E-9

COST STUDY - TARIFF SHEETS

PAGE 1 OF 1

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: PROVIDE COPIES OF PROPOSED TARIFF SHEETS  
IN LEGISLATIVE FORMAT.

TYPE OF DATA SHOWN:  
PROJECTED TEST YEAR: 12/31/26  
WITNESS: L. BUZARD

COMPANY: PEOPLES GAS SYSTEM, INC.

DOCKET NO.: 20250029-GU

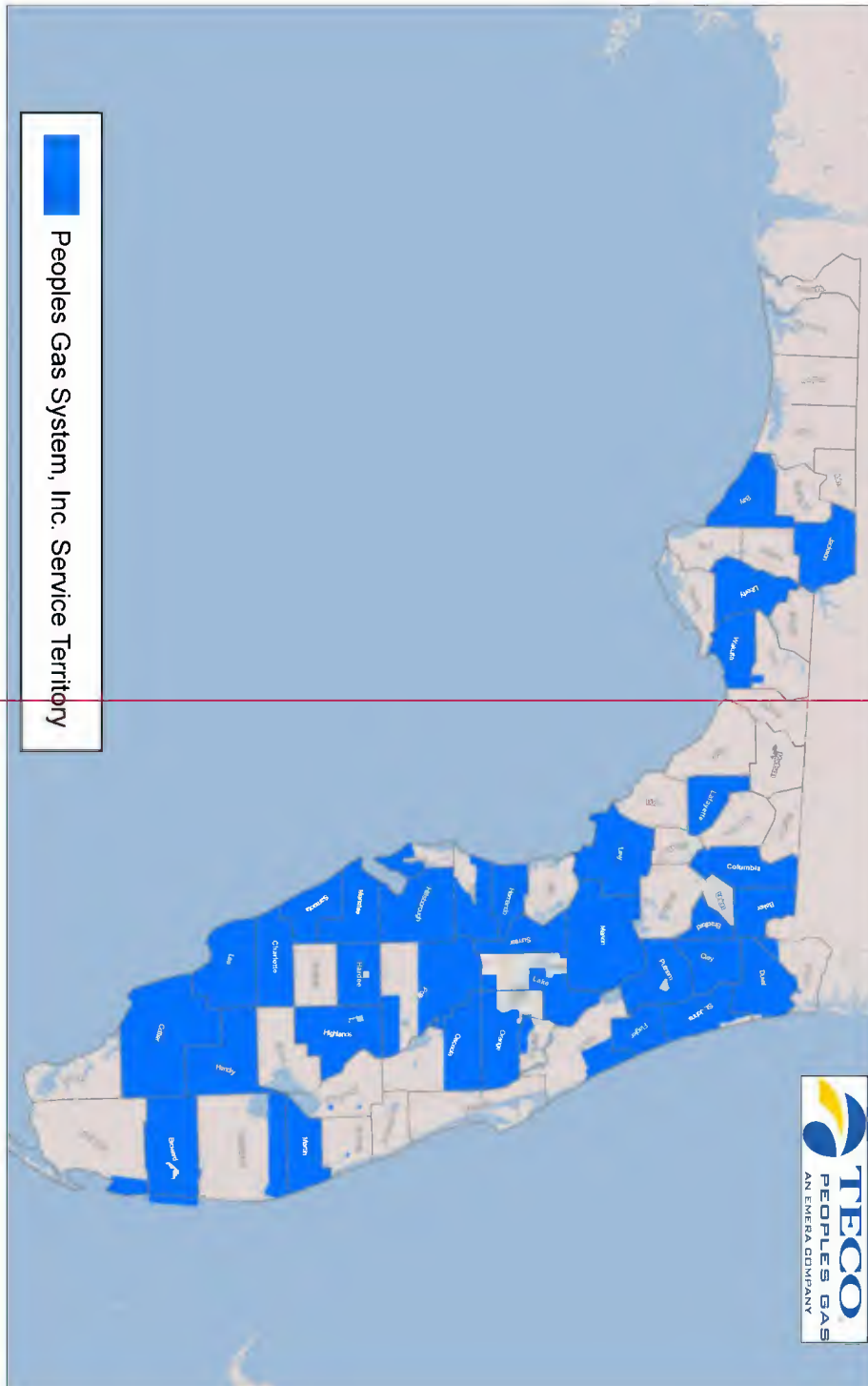
**See proposed tariff sheets (Legislative and Clean Format).**

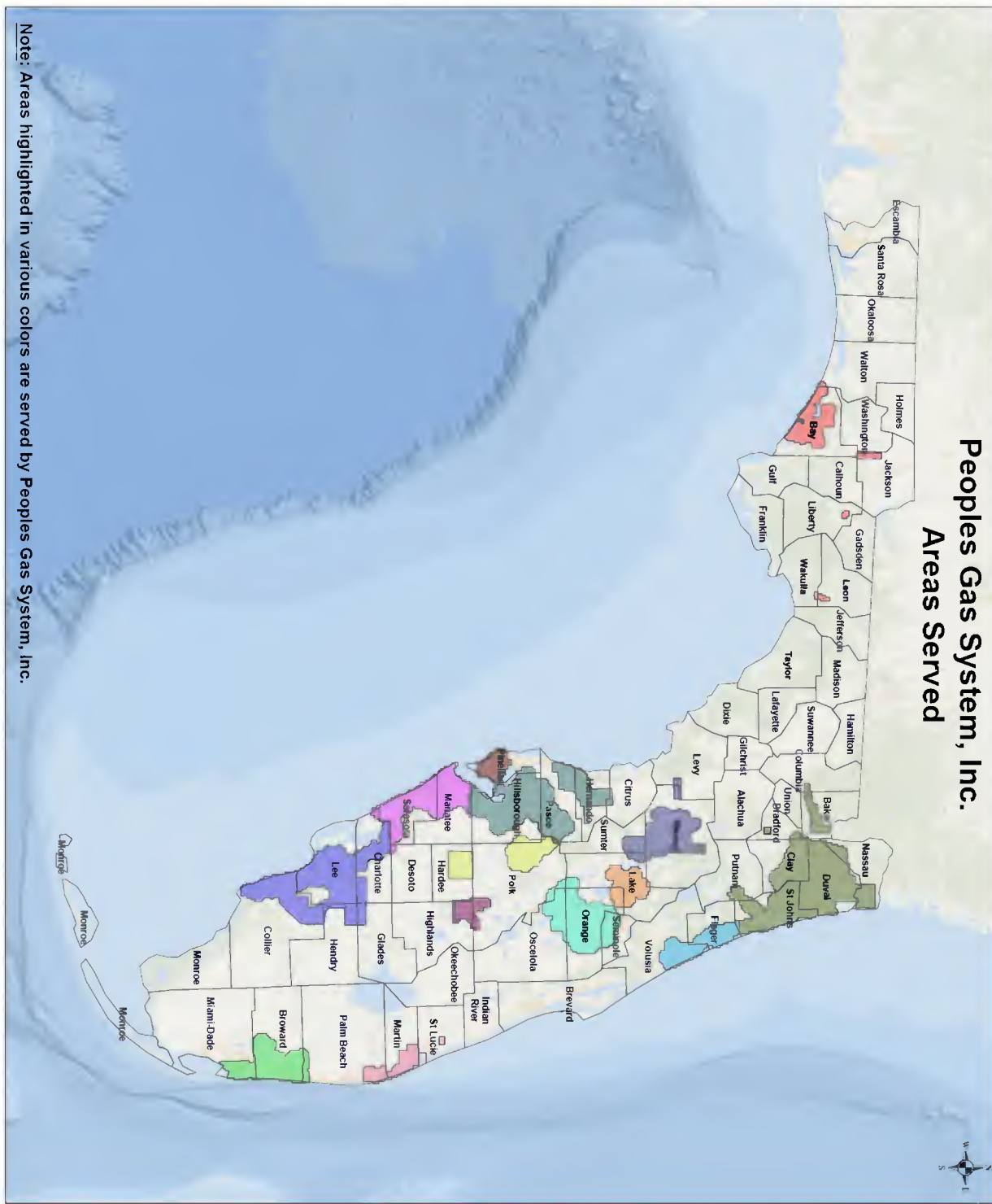
SUPPORTING SCHEDULES:

RECAP SCHEDULES:

**Docket No. 20250029-GU**  
**LEGISLATIVE TARIFF VERSION**

Peoples Gas System, Inc.





**Service Territory**

This map depicts the general service territory as it stands today. For more details, see the list of counties and communities served in Section 6.

## RULES AND REGULATIONS

### I

#### INITIATION OF SERVICE

##### A. REQUEST FOR GAS SERVICE

Gas Service may be requested by a prospective Customer by:

1. Verbal, telephonic or electronic request to a business office of the Company (in the case of residential Gas Service), or
2. By submission to Company of a completed Gas Service Agreement (in the case of Gas Service other than residential Gas Service).

##### B. ACCEPTANCE OF REQUEST FOR GAS SERVICE

A Gas Service Agreement shall be deemed to be accepted by the Company when Gas Service pursuant thereto is initiated.

##### C. OBLIGATION OF CUSTOMER AND COMPANY

The terms and conditions of the Customer's Gas Service Agreement, these Rules and Regulations, and the applicable rate schedules shall become binding upon the Customer and Company upon acceptance by the Company of the Customer's Gas Service Agreement.

##### D. MISCELLANEOUS SERVICE CHARGES

Whenever Gas Service is established or re-established at any location, the charges set forth below will be made:

	RESIDENTIAL	OTHER
<b>ACCOUNT OPENING CHARGE</b> (applies only where a change of Customer occurs and Gas Service is not shut off at the premises)	<b>\$331.00</b>	<b>\$331.00</b>
<b>METER TURN ON / SERVICE INITIATION CHARGE</b> (applies where service is inactive)	<b>\$7894.00</b> for initial unit or meter <b>\$3436.00</b> for each additional unit or meter	<b>\$107121.00</b> for initial unit or meter <b>\$4654.00</b> for each additional unit or meter

**RULES AND REGULATIONS (Continued)**

	RESIDENTIAL	OTHER
<p><b>METER RECONNECTION/ SERVICE RESTORATION CHARGE</b> (applies where service has been turned off for cause and includes cost of turn-off)</p>	<p><b>\$404100.00</b> for initial unit or meter <b>\$33.00</b> for each additional unit or meter</p>	<p><b>\$1145.00</b> for initial unit or meter <b>\$423.00</b> for each additional unit or meter</p>
<p><b>TRIP CHARGE/COLLECTION AT CUSTOMER PREMISES</b> (applies when Company's employee, agent, or representative makes a trip to Customer's premises for the purpose of terminating Gas Service or providing final notice of termination for nonpayment of bills)</p>	<p><b>\$295.00</b></p>	<p><b>\$295.00</b></p>
<p><b>FAILED TRIP CHARGE AT CUSTOMER PREMISES</b> (applies when the Customer fails to keep a scheduled appointment with the Company's employee, agent or representative)</p>	<p><b>\$2531.00</b></p>	<p><b>\$2531.00</b></p>
<p><b>TEMPORARY METER TURN-OFF CHARGE</b> (applies when Company's employee, agent or representative, turns off Customers' meter temporarily at Customer's request)</p>	<p><b>\$33.00 per meter</b></p>	<p><b>\$33.00 per meter</b></p>

Where Gas Service is established outside of normal business hours, by special appointment, or same day service the charges set forth above multiplied by 1.5. Same day service is offered on an as-available basis.



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**RULES AND REGULATIONS (Continued)**

**E. WITHHOLDING OF GAS SERVICE**

Company will refuse to establish Gas Service to any location where it finds that establishment of Gas Service will create an unsafe or hazardous condition on the Customer's premises or affecting the general public.

Company may discontinue Gas Service to an existing Customer or refuse to serve a prospective Customer where such Customer's use of Gas is or will be detrimental or hazardous to the Gas Service supplied to other Customers.

Company may discontinue service to an existing Customer or refuse to establish Gas Service for actions or threats made by a Customer, or anyone on the Customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the Customer reasonable opportunity to cease from any further act of violence or unsafe condition.

Company will not establish Gas Service to any Customer where that Customer is in arrears for Gas Service at that location or another location in the Company's service area.

If a prospective Customer requests connection for Gas Service but denies the Company's employees and representatives access to the Customer's Installation for the purpose of inspecting the appliances prior to establishing Gas Service, the Company may refuse to provide Gas Service to the prospective Customer.

Fraudulent Use of Gas:

Company will discontinue Gas Service without notice:

- a. In the event of tampering with regulators, valves, Meters or other facilities furnished and owned by Company, or
- b. In the event of other fraudulent use of Gas Service.

Whenever Gas Service is discontinued for unauthorized or fraudulent use thereof, the Company, before restoring Gas Service, may require Customer to make, at Customer's expense, all changes in piping or equipment necessary to eliminate the fraudulent use and to pay an amount reasonably estimated as the deficiency (if any) in Company's revenue and all costs incurred by Company resulting from such unauthorized or fraudulent use.

In the event, Gas Service has been discontinued to particular premises and a prior, existing, new or prospective Customer wishes to restore such service, said Customer shall be responsible for any expenses required for the Company to restore service.

As used herein, "costs incurred by Company" shall include the Company's cost to cut and cap the Customer's service line at the Main, together with the cost incurred by the Company to restore service to the Customer, in the event the Company, in order to discontinue service to the Customer pursuant to this section, has been required (after final notice to the Customer requesting payment, and the Customer's denial of access by Company to its meter for the purpose of discontinuing service) to cut and cap the Customer's service line at the Main. If a Customer whose service line has been cut and capped as aforesaid thereafter requests restoration of Gas Service, Company may require such Customer to pay (in addition to any other charges payable pursuant to these Rules and Regulations) all costs incurred by Company to effect the previous discontinuance of Gas Service to such Customer, as well as all costs incurred by Company to restore Gas Service to such Customer.

II

**CUSTOMER'S INSTALLATION**

**A. GENERAL**

Customer's Installation shall be constructed, installed and maintained in accordance with standard practice as determined by local codes and ordinances applicable thereto, these Rules and Regulations and other applicable governmental requirements; provided, however, that Company shall have no responsibility whatsoever for determining whether any local code or ordinance or any other governmental requirement is applicable to Customer's Installation, or for enforcing or determining whether Customer's Installation is in compliance with any local code or ordinance or any other governmental requirement. A Customer installing a Gas fired electric generator shall also ensure that the installation and operation of such equipment complies with the Tariff and the requirements of the Customer's electric provider. Customer shall be responsible for the installation and maintenance of carbon monoxide or methane gas detectors within the Customer's premises.

The Customer's piping, appliances, equipment and apparatus shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled, and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for such apparatus or device.

Customer shall give immediate notice to the Company when any leakage of Gas is detected, discovered, or suspected. Whenever a leakage of Gas is suspected, detected, or discovered, Customer agrees not to use any potential source of ignition, such as flame, electrical source, or other igniting medium in the proximity of escaping Gas, which could ignite such Gas.

**B. INSPECTION OF CUSTOMER'S INSTALLATION**

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

Company may also inspect Customer's Installation prior to rendering Gas Service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. -Company will not render (and may discontinue) Gas Service to any Customer Installation which Company finds to be hazardous. Customer has sole responsibility to insure that the hazardous condition has been corrected prior to initiation of Gas Service.

III

**DEPOSITS (Continued)**

2. a. tampered with the Gas Meter; or
- b. used service in a fraudulent or unauthorized manner.

**G. REFUND OF DEPOSIT WHEN GAS SERVICE IS DISCONNECTED**

Upon termination of Gas Service, a cash deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly (in no event later than fifteen (15) days after Gas Service is discontinued) to the Customer or agency.

**H. RETURNED CHECKS**

If the Customer's check for Gas Service is returned to the Company and not paid by the drawer's bank, the Company will follow the procedures set forth in Section 832.07, Florida Statutes. Termination of Gas Service shall not be made for failure to pay such returned check charge.

IV

**BILLING**

**A. BILLING PERIODS**

Bills for Gas Service will be rendered each month. Bills shall be considered received by Customer when mailed to the most recent billing address supplied by Customer to Company or by other delivery method used by the Company to reach the Customer.

It is the Customer's (both sales service and transportation service Customers) 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 Gas Service.

**B. INITIAL OR FINAL BILLS**

When the period of Gas Service for which an initial or final bill is rendered is less than fifty (50) percent of the normal billing period, the Customer charge or minimum bill shall be one-half (1/2) of the charge per applicable rate schedule. When the period of Gas Service is fifty (50) percent or more of the normal Billing Period, there shall be no reduction in the Customer charge or minimum bill. The distribution charge for Gas consumed shall be at the applicable billing rate.

**C. NON-RECEIPT OF BILLS**

Failure of Customer to receive a bill shall not relieve Customer of its obligation to pay the bill.

**D. METER READINGS NOT COMBINED**

If a Customer takes Gas Service under more than one rate schedule at a single delivery point, the bill shall be calculated separately for the Gas Service provided under each such rate schedule.

If a Customer takes Gas Service under one or more rate schedules at two or more Points of Delivery, a bill shall be calculated separately for Gas Service provided under each rate schedule at each Point of Delivery.

If Company must, for reasons of its convenience, establish more than one Point of Delivery at a single premise, the readings of the Meters for like classes of service will be combined.

**E. DELINQUENT BILLS**

A bill shall be considered delinquent if payment thereof has not been received by Company (or an Authorized Payment Agent of the Company) upon the expiration of twenty (20) days from the date of Company's mailing or other delivery of such bill. Charges for services due and rendered which are unpaid as of the past due date may be subject to a Late Payment Charge of 1.5 percent, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge may be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a matter permitted by applicable law.

## BILLING (Continued)

Essential Service Customer of the scheduled disconnect date. The Company may thereafter discontinue Gas Service to the Medically Essential Service Customer on the scheduled disconnect date if payment is not made on or before such date.

During the period that Gas Service is continued under the provisions of this section, the Customer shall continue to be responsible for the cost of the residential Gas Service.

### H. ADJUSTMENT OF BILLS FOR METER ERROR

Whenever a Meter is found to have an average error as defined in Commission Rule 25-7.062, FAC, of more than two percent (2%) fast, Company will refund to Customer the amount billed in error for one-half the period since the last Meter test. This one-half period will not exceed twelve (12) months unless it can be shown that the error was due to some cause, the date of which can be fixed, in which case the overcharge will be computed back to, but not beyond, such date, based upon available records. If the Meter has not been tested in accordance with Commission Rule 25-7.064, FAC, the period for which it has been in service beyond the regular test period will be added to the twelve (12) months in computing the refund. The refund will not include any part of any minimum or Customer charge.

Except as provided by this subsection, Company may back\_bill Customer in the event that if a Meter is found to be slow, non-registering or partially registering. Company may not ~~backbill~~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 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 Company may ~~backbill~~back bill only for the lesser period of time. In any event, Customer may extend the payments of the back\_bill over the same amount of time for which Company issued the back\_bill.

1. Whenever a Meter tested is found to have an average error of more than two-percent (2%) slow, Company may bill Customer an amount equal to the unbilled error in accordance with this subsection. If Company has required a Meter test deposit as permitted under Commission Rule 25-7.065(2), FAC, Customer may be billed only for the portion of the unbilled error which is in excess of the deposit retained by Company.
2. In the event of a non-registering or a partially registering Meter, unless the provisions of subsection (3) of this rule apply, Customer may be billed on an estimate based on previous bills for similar usage.
3. 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 shall be that percentage of error as determined by the test.
4. In the event of unauthorized use, Customer may be billed on a reasonable estimate of the Gas consumed.

## BILLING (Continued)

### I. BUDGET BILLING PLAN (optional)

Residential Customers (RS) and ~~non-Residential Small Commercial~~ Customers (~~SGS~~) served under ~~Rate Schedules SGS, CS-GHP, GS-1, GS-2, and GS-3~~ may elect to make budgeted monthly payments of amounts due the Company to help stabilize their monthly payments. To qualify for the Budget Billing Plan, a customer must be in good financial standing. In determining whether a Customer is in good financial standing, the Company will have consider such factors as whether the Customer has ~~non~~ overdue balance, whether the Customer has a ~~or~~-pending service disconnection for non-payment, whether the Customer has a history of late payment or returned payments for insufficient funds, or other similar factors. ~~when beginning the plan.~~ The Company shall have 30 days following a Customer's request to participate in the Budget Billing Plan to deny or implement such participation in the program. The Company retains the option to remove customers from the program if customers do not remain in good financial standing.

If a Customer requests to participate in the program ~~make budgeted payments~~, the initial budgeted payment amount will be ~~is~~ based on an average of the previous twelve (12) months consumption bills due the Company, including all applicable fees and taxes. ~~If the Customer has not received Gas Service from the Company at the requesting location for the preceding twelve (12) months, the Company may deny enrollment will use the best information available to calculate the initial monthly payment amount.~~ After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the payment from time to time, and the Company may begin charging the recalculated amount on the Customer's next successive bill. ~~If the recalculated budgeted payment amount varies by fifteen (15) percent or more from the budgeted payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill. The Company will perform periodic reviews.~~

Any current and total deferred balance will be shown on the ~~Customer's~~ bill. When a The Customer's budgeted payment amount is will be recalculated, on each anniversary of the Customer's initial participation in the plan. On such recalculation, any deferred credit deferred balance will be credited refunded to the Customer's account only during an annual true-up period; and one twelfth (1/12) of any deferred debit deferred balance will be embedded into the Customer's added to the following year's recalculated budgeted monthly payment amount.

An electing Customer's participation in the Budget Billing Plan will be continuous unless the customer requests that participation in the plan be terminated, Gas Service is terminated, or the Company elects to terminate the customer from participating in the program. Customer has had more than one arrears per year initiating field collection procedures. At that time of termination, the Customer's participation in the plan will be terminated and the Customer shall settle theirhis account with the Company in full. ~~If a Customer requests to terminate participation in the plan, customers who but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their his 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 customer may request that participation be terminated at any time. Any Customer who is disqualified terminated from the program by the Company because of collection action or any Customer who voluntarily terminates participation in the program may not rejoin the program for at least twelve (12) months.~~

## BILLING (Continued)

### J. SUMMARY BILLING PLAN (optional)

A Customer with ten (10) or more Company accounts and no bill in arrears may request a single statement for the billing and payment of those accounts under this Summary Billing Plan. With Summary Billing, the Customer designates which accounts are to be included in the plan. Those accounts may be separated into groups each of which will be billed once a month on cycle billing days as designated by the Company.

The Company will read each meter and calculate a billing amount for each account separately. The billing amount for each of the designated accounts will be totaled on a Summary Billing statement, with each of the individual account bills attached as backup, and a single totaled bill will be included for remittance. Summary bills are due when rendered. If the summary bill is not paid in full within ten (10) days after ~~from the~~ mailing or other delivery method used by the Company to reach the Customer date, the Customer may be removed from the Summary Billing Plan.

V

**MEASUREMENT**

**A. METERS**

Company will own, operate and maintain the Meters and regulating equipment needed to accurately measure Gas Service provided to Customer.

Customer will provide a convenient, accessible, and safe location, satisfactory to Company, for installation of necessary Meters, regulators, and ancillary equipment.

Customer will safeguard Company's facilities on Customer's property and will not permit unauthorized persons to tamper with such facilities or otherwise operate or alter them in any manner.

If changes in conditions on Customer's premises adversely affect the convenience, accessibility, or safety of the Meter location, the Customer shall be responsible for the cost of relocating the Meter, its appurtenances, and related piping.

All Gas delivered to Customers 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, and temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in the Company's filed Tariff.

**B. TYPE OF METERING PROVIDED**

1. Except as provided in paragraph (2) below, each separate occupancy unit (as defined in Commission Rule 25-7.071, FAC) for which construction commenced after January 1, 1987, shall be individually metered.
2. Individual Meters shall not be required, and master metering is permitted, for separate occupancy units where dimensions or physical configurations of the units are subject to alteration; where Gas is used in central heating, water heating, ventilating and air conditioning systems, or Gas back up service to storage heating and cooling systems; in specialized-use housing accommodations such as hospitals and other health care facilities specified in Commission Rule 25-7.071, FAC, college dormitories, convents, sorority or fraternity houses, motels, hotels and similar facilities; in specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established; in marinas where living aboard is prohibited by permanent means; or where individual Gas Service would otherwise be required above the second story, in accordance with Commission Rule 25-7.071, FAC.
3. When individual metering is not required and master metering is used, submeters may be purchased and installed at Customer's request and expense, for use in allocating solely the cost of Gas billed by Company for Gas Service at the master Meter.

**C. METER ACCURACY AT INSTALLATION**

All Meters, when installed, shall be not more than 1 percent fast or 1 percent slow and will have been tested not more than twelve (12) months prior to being installed.



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**MEASUREMENT (Continued)**

**D. METER TESTS**

Company will periodically test Meters to ensure they properly and accurately measure the Gas Service provided to Customer.

**E. METER TEST BY REQUEST**

1. Upon written request of a Customer, the Company shall, without charge, make a test of the accuracy of the Meter in use at the Customer's premises; provided, first, that the Meter has not been tested by Company or by the Commission within twelve (12) months previous to such request and, second, that Customer agrees to accept the results of such test as the basis for the adjustment of disputed charges.
2. Should the Customer request a Meter test more frequently than once a year, the Company may require a deposit to defray the cost of testing in accordance with Commission Rule 25-7.065(2), FAC, and such deposit not to exceed the following for each test: (a) Meters with a capacity rating of 250 cfh or less - \$34.00 dollars; (b) Meters with a capacity rating of over 250 cfh through 2500 cfh - \$85.00 dollars; (c) Meters with a capacity rating over 2500 cfh - \$129.00 dollars. If the Meter is found to be more than two percent fast, the deposit shall be refunded, but if below this accuracy limit, the deposit may be retained by Company as a service charge for conducting the test.
3. If Customer so desires, he or his authorized representative may witness the test. A written report, giving the results of the test, shall be furnished to Customer upon request.
4. At the request of the Customer, the Company shall make arrangements for a meter test to be conducted by an independent meter testing facility of the Customer's choosing. Where appropriate, the meter may be field tested. The Customer shall be responsible for all the costs to the Company associated with a meter test by an independent meter testing facility. The Company shall provide a detailed estimate of such costs and may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by these rules, such costs shall be refunded, but if within the allowable limits, the Company may retain the costs.

**F. METER TEST - REFEREE**

1. Upon written application to the Commission by a Customer, a test of the Customer's Meter will be made or supervised as soon as practicable by a representative of the Commission.
2. A Meter shall not be disturbed after Company has received notice that application has been made for such referee test unless a representative of the Commission is present or unless authority to do so is first given in writing by the Commission or by Customer.
3. A written report of the results of the test will be made by the Commission to Customer.

## VII

### LIMITS OF COMPANY'S RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premises resulting from the Customer's Installation or ~~the gas pipe, fittings, appliances and apparatus of any other type of others~~ on Customer's premises, including, but not limited to, defects or failure of Customer to maintain Customer's premises which allow Gas leakage. The Company will not be responsible for the use, care or handling of Gas once the Gas passes the Point of Delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the source, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to Customer. The Company shall not be liable for any loss or damage caused by variation in Gas pressure, defects in pipes, connections and appliances, escape or leakage of Gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of Gas to any Customer.

Whenever Company deems an emergency or system operating condition warrants interruption, curtailment or other limitation of the Gas Service being rendered, such interruption, curtailment or other limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered as a result of such interruption, curtailment or other limitation of Gas Service, or excuse Customer from continuing to fulfill its obligations to Company.

## VIII

### CONTINUITY OF SERVICE

The Company will use reasonable diligence at all times to provide regular, uninterrupted Gas Service, and shall not be liable to the Customer for any fatality, injury to person, or loss of or damage to property arising from causes beyond its control or from the ordinary negligence of the Company, its employees, servants or agents, including, but not limited to, damages for Gas leakage, complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in Gas flow, for delay in providing or restoring Gas Service, for termination of Gas Service, or for failure, as the result of an emergency or a Force Majeure event, to warn of interruption of Gas Service.

## IX

### LIMITATION ON CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, neither the Company, nor their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, shall be liable to the Customer or any other party or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, for (i) claims, suits, actions or causes of action for incidental, indirect, special, punitive, unforeseen, multiple or consequential damages connected with or resulting from Company's performance or non-performance (such as loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, costs to repair or demolish property, governmental fines, penalties or charges, diminution in value of real property, or expenses to restore operations, or loss of goods or products), or (ii) any actions undertaken in connection with or related to service under this Tariff, including without limitation, actions which are based upon causes of action for breach of contract, tort (including negligence and

misrepresentation), breach of warranty, strict liability, statute, operation of law, under any indemnity provision or any other theory of recovery.

**X**

**INDEMNITY TO COMPANY**

- A. General. The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss or damage or injury to person or property or for fatality, in any manner directly or indirectly connected with or arising out of the transmission, distribution or use of Gas by the Customer at or on the Customer's side of the Point of Delivery, including the contributory or concurrent negligence of the Company or in any manner directly or indirectly connected with or arising out of the Customer's acts or omissions.
- B. Governmental. Notwithstanding anything to the contrary in the Company's Tariff, including these Rules and Regulations, the Rate Schedules, and Standard Forms, any obligation of indemnification therein required of a Customer that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."

**XI**

**APPEALS TO THE COMMISSION**

Whenever the application of these rules and regulations appear to be unjust or impractical either the Company or the Customer may request permission from the Commission for an exception.

COUNTIES AND COMMUNITIES SERVED

COUNTIES

COMMUNITIES

Baker County

Glen St. Mary  
Macclenny  
Sanderson  
Unincorporated Baker County

Bay

Callaway  
Lynn Haven  
Panama City<sup>1</sup>  
Panama City Beach  
Parker  
Springfield  
Tyndall Air Force Base  
Unincorporated Bay County

Bradford

Starke  
Unincorporated Bradford County

Broward

Coconut Creek  
Cooper City  
Coral Springs  
Dania  
Dania Beach  
Davie  
Deerfield Beach  
Fort Lauderdale  
Hallandale Beach  
Hollywood  
Lauderdale-By-The-Sea  
Lauderdale Lakes  
Lauderhill  
Lighthouse Point  
Margate  
Miramar  
North Lauderdale  
Oakland Park  
Parkland  
Pembroke Park  
Pembroke Pines  
Plantation  
Pompano Beach  
Sea Ranch Lakes  
Southwest Ranches  
Tamarac  
Weston  
Wilton Manors  
Unincorporated Broward County

<sup>1</sup>Designates location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff.  
For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 932-6747

COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Charlotte

Babcock Ranch  
Englewood  
North Port  
Port Charlotte  
Punta Gorda  
Unincorporated Charlotte County

Clay

Fleming Island  
Green Cove Springs  
Maxville  
Middleburg  
Orange Park  
Unincorporated Clay County

Collier

Marco Island  
Naples  
Unincorporated Collier County

Columbia

Lake City  
Unincorporated Colombia County

Desoto

Unincorporated Desoto County

Duval

Atlantic Beach  
Baldwin  
Jacksonville<sup>1</sup>  
Jacksonville Beach  
Neptune Beach  
Unincorporated Duval County

Flagler

Bunnell  
Flagler Beach  
Palm Coast  
Unincorporated Flagler County

Hardee

Zolfo Springs  
Unincorporated Hardee County

Hendry

Labelle  
Unincorporated Hendry County

Hernando

Brooksville  
Spring Hill  
Weeki Wachee  
Unincorporated Hernando County

<sup>1</sup>Designates location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff.  
For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 832-6747

COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Miami-Dade

Aventura  
Bal Harbour  
Bay Harbor Islands  
Biscayne Park  
El Portal  
Golden Beach  
Indian Creek Village  
Miami<sup>1</sup>  
Miami Beach  
Miami Gardens  
Miami Shores  
North Bay Village  
North Miami  
North Miami Beach  
Sunny Isles Beach  
Surfside  
Unincorporated Miami-Dade County

Nassau

Bryceville  
Fernandina Beach  
Unincorporated Nassau County

Okeechobee

Unincorporated Okeechobee County

Orange

Apopka  
Belle Isle  
Edgewood  
Golden Oak  
Lake Buena Vista  
Maitland  
Orlando<sup>1</sup>  
Pine Castle  
Tangerine  
Winter Garden  
Winter Park  
Zellwood  
Unincorporated Orange County

<sup>1</sup>Designates location of Local Operations Center

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Union

Unincorporated Union County

Volusia

Daytona Beach  
Daytona Beach Shores  
Holly Hill<sup>1</sup>  
Ormond Beach  
Port Orange  
South Daytona  
Unincorporated Volusia County

Wakulla

Crawfordville  
Unincorporated Wakulla County

<sup>1</sup> Designated location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff. For further information regarding service areas, contact customer service at:  
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## RESIDENTIAL SERVICE Rate Schedule RS

### Availability:

Throughout the service areas of the Company.

### Applicability:

Gas Service for residential purposes in individually metered residences and separately metered apartments. Also, for Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowners associations, (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator), subject to the following criteria:

1. 100% of the Gas is used exclusively for the co-owner's benefit.
2. None of the Gas is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each Point of Delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said services.
5. RS-GHP refers to any Residential Customer utilizing a gas heat pump ("GHP") for heating and cooling.

Customers receiving service under this schedule will be classified for billing purposes according to annual usage as follows:

<u>Billing Class</u>	<u>Annual Consumption</u>
RS-1	0 – 99 Therms
RS-2	100 – <del>2491,999</del> Therms
<del>RS-3</del>	<del>250 – 1,999 Therms</del>
RS-GHP	All Therms

### Monthly Rate:

<u>Billing Class</u>	<u>Customer Charge</u>
RS-1	<del>\$19.40</del> <u>26.50</u> per month
RS-2	<del>\$35.50</del> <u>24.41</u> per month
<del>RS-3</del>	<del>\$31.54</del> per month
RS-GHP	<del>\$31.54</del> <u>56.00</u> per month

Distribution Charge: \$0.~~351654~~6319 per Therm for RS-1, ~~and~~ RS-2, ~~and~~ RS-3  
\$0.12~~6173~~95 per Therm for RS-GHP

Minimum Bill: The Customer charge.

**RESIDENTIAL SERVICE** (Continued)

Note 1 – Company’s Budget Billing Plan ~~plan~~ is available to eligible Customers receiving Gas Service pursuant to this rate schedule (See Sheet No. 5.401-3).

The bill for the Therms billed under this schedule shall be increased in accordance with the provisions of the Company’s Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

**Special Conditions:**

1. The rates set forth under this schedule shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
2. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
3. Service under this schedule for the RS-1 Billing Class is subject to an annual volume review by the Company ~~and one additional review each year at the Customer's request~~. If reclassification to another billing class is appropriate such classification will be prospective.
  - a) Each year, the Company will review active residential Gas Service consumption for Billing Class RS-1 to determine whether the prior 12 months of consumption ~~was within the consumption band for that class's consumption band~~ the Billing Class.
  - b) If consumption is 10 percent or more over ~~or below~~ the consumption parameters for the RS-1 assigned Billing Class (“10 percent band”), the Company will re-assign the Customer to the RS-2 Billing Class ~~applicable level of consumption~~.
  - c) If the Customer’s consumption ~~exceeds is over or below~~ the consumption parameters for the RS-1 Customer's Billing Class but is not more or less than the 10 percent band for the RS-1 assigned Billing Class for the most recent 12 months of consumption, the Customer will remain on the assigned RS-1 Billing Class. If the same result occurs ~~in the same direction (over or below)~~ for two consecutive annual volume review cycles, the Company will re-assign the Customer to the RS-2 appropriate Billing Class ~~for the level of consumption~~.
  - d) Once a Customer is classified or reclassified to the RS-2 Billing Class, no further annual reclassification will occur, and the Customer shall remain in the RS-2 Billing Class regardless of annual consumption.
  - e) All new customers, or customers without 12 months of usage, will automatically be placed in the RS-2 Billing Class.
4. The rates set forth under this schedule shall be subject to the operation of the Company’s Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
- 4.5. The rates set forth under this schedule shall be subject to the operation of the Company’s Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
- 5.6. The rates set forth under this schedule shall be subject to the operation of the Cast Iron Bare Steel Replacement Rider Surcharge set forth on Sheet Nos. 7.806 through 7.806-3.

- ~~6. A RS-GHP Customer with an annual consumption in excess of 1,999 Therms shall be eligible for transportation service under Rider NCTS.~~
- ~~7. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.~~

7. A RS-GHP Customer with an annual consumption in excess of 1,999 Therms shall be eligible for transportation service under Rider NCTS.
8. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.

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**SMALL GENERAL SERVICE  
Rate Schedule SGS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any non-residential Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 0 through 1,999 Therms per year or less. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge:            ~~\$43.07~~ 63.00 per month

Distribution Charge:        ~~\$0.49286~~ 50314 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill:                The Customer charge.

**Special Conditions:**

1. When the Customer receives transportation service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth of Sheet No. 7.101-5.

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**GENERAL SERVICE - 1  
Rate Schedule GS-1**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 2,000 through 9,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge: ~~\$66.0581.00~~ per month

Distribution Charge: ~~\$0.46423-45657~~ per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 2**  
**Rate Schedule GS-2**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 10,000 through 49,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge: ~~\$123.47~~151.00 per month

Distribution Charge: ~~\$0.39723~~43590 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 3  
Rate Schedule GS-3**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 50,000 through 249,000999 Therms per year or RNG delivered into Company's system by any Customer delivering 50,000 through 249,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS and may be eligible for transportation service under Rider ITS.

**Monthly Rate:**

Customer Charge: ~~\$502.52615.00~~ per month

Distribution Charge: ~~\$0.33980-38678~~ per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.



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**GENERAL SERVICE - 4**  
**Rate Schedule GS-4**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 250,000 through 499,999 Therms per year or RNG delivered into Company's system by any Customer delivering 250,000 through 499,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS or Rider ITS.

**Monthly Rate:**

Customer Charge: ~~\$952.39~~ 1,272.00 per month

Distribution Charge: ~~\$0.26323~~ 35146 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 5**  
**Rate Schedule GS-5**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using a minimum of 500,000 Therms per year or more at one billing location or RNG delivered into Company's system by any Customer delivering a minimum of 500,000 Therms per year or more at one billing location.

A Customer eligible for service under this rate schedule is eligible for transportation service under either Rider NCTS or Rider ITS.

**Monthly Rate:**

Customer Charge:	<del>\$2,404.00</del> <u>2,805.00</u> per month
Distribution Charge:	<del>\$0.47898</del> <u>23898</u> per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under either the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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## COMMERCIAL STREET LIGHTING SERVICE Rate Schedule CSLS

### Availability:

Throughout the service areas of the Company.

### Applicability:

Gas delivered for use in commercial street lighting devices for public or private use in common areas around subdivisions, complexes, streets, highways or roadway lighting. To qualify for this rate, Customer must have at least ten (10) Gas street lights or a total of forty (40) individual mantles installed and separately metered from other gas-using equipment. A Customer eligible for service under this rate schedule is eligible for transportation service under the Company's Rider NCTS.

### Monthly Rate:

Distribution Charge: \$0.40680-42612 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under Rider NCTS.

### Special Conditions:

1. When the Customer receives service under the Company's Natural Choice Transportation Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
6. Service under this schedule will require one street light to be metered per account. The metered volume multiplied by the number of lights will equal total Therm usage per month.

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**RESIDENTIAL STANDBY GENERATOR SERVICE**  
**Rate Schedule RS-SG**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer otherwise eligible to receive Gas Service under Rate Schedule RS whose only Gas-consuming appliance or equipment is a standby electric generator.

**Monthly Rate:**

Customer Charge:            ~~\$31.5441.00~~

Distribution Charge:        ~~\$0.28237-58931~~ per Therm

Minimum Monthly Bill:      The Customer charge

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

**Special Conditions:**

1. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2 and will apply to each Therm delivered to Customer during a Billing Period.
2. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.
3. The rates set forth in this Tariff shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.
4. Subject to Special Condition 5 below, a Customer receiving Gas Service under this schedule shall remain obligated to remain on this schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless customer terminates Gas Service at the end of any 12-month period.
5. If Customer installs an additional Gas appliance at the premise at which service is provided hereunder, then Customer will be transferred to the otherwise applicable rate schedule.

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## COMMERCIAL STANDBY GENERATOR SERVICE Rate Schedule CS-SG

### Availability:

Throughout the service areas of the Company.

### Applicability:

Gas delivered to any Customer eligible to receive Gas Service under Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4 or GS-5 whose only Gas-consuming appliance or equipment is a standby electric generator.

### Monthly Rate:

Customer Charge:	<del>\$52-6470.00</del>
Distribution Charge:	<del>\$0.28237-38361</del> per Therm
Minimum Monthly Bill:	The Customer charge

1. The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

### Special Conditions:

1. When the Customer receives transportation service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2 and will apply to each Therm delivered to Customer during a Billing Period.
3. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.4 and will apply to each Therm delivered to Customer during a Billing Period.
4. The rates set forth in this Tariff shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.

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**COMMERCIAL GAS HEAT PUMP SERVICE  
RATE SCHEDULE CS-GHP**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Commercial Customer utilizing a Gas Heat Pump for heating and cooling.

**Monthly Rate:**

Customer Charge: ~~\$52,6464.00~~ per month  
Distribution Charge: ~~\$0.26323-26394~~ per Therm  
Minimum Bill: The Customer charge

**Special Conditions:**

1. The gas provided for GHP would be separately metered and would appear separately on Customer bills.
2. The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless the customer receives transportation service under the Company's Rider NCTS.
3. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth in Sheet No. 7.101-2.
4. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
5. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
6. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
7. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**WHOLESALE SERVICE - FIRM  
Rate Schedule WHS**

**Availability:**

For other Gas distribution or electric utility companies throughout service areas of the Company.

**Applicability:**

Service under this schedule will only be rendered when the Company has sufficient Gas and interstate pipeline capacity to meet all its other needs during the term of the sale under this schedule. Firm Gas Service for other Gas utility's residential or commercial resale or for use by an electric utility for its own consumption. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

**Monthly Rate:**

Customer Charge:	<del>\$665.24888.00</del> per month
Distribution Charge:	<del>\$0.21978-29347</del> per Therm
Minimum Bill:	The Customer charge

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

**Special Conditions:**

1. An executed contract for a period of at least one year is required as a condition precedent to service hereunder.
2. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
3. If any facilities other than metering and regulating equipment are required to render service under this schedule, the Customer shall pay for these facilities prior to the commencement of service.
4. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
5. The rates set forth above shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
6. The rates set forth under this schedule shall be subject to the operation of the Cast Iron Bare Steel Replacement Rider Surcharge set forth on Sheet Nos. 7.806 through 7.806-3.

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**SMALL INTERRUPTIBLE SERVICE  
Rate Schedule SIS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Interruptible Service for non-residential commercial or industrial service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 1,000,000 through 3,999,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: ~~\$2,440.803,259.00~~ -per month

Distribution Charge: ~~\$0.10074~~ ~~13451~~ per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but shall not be less than one year.
2. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.
3. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.



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## INTERRUPTIBLE SERVICE Rate Schedule IS

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 4,000,000 through 49,999,999 Therms per year (see Special Condition 7). A Customer eligible for service pursuant to this rate schedule is also eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: ~~\$2,823,663,652.00~~ per month

Distribution Charge: ~~\$0.0521906751~~ per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but shall not be less than one year.
2. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.

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**INTERRUPTIBLE SERVICE - LARGE VOLUME  
Rate Schedule ISLV**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 50,000,000 Therms per year or more. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: ~~\$3,110.824,024.00~~ per month

Distribution Charge: ~~\$0.01354-01751~~ per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under Company's Rider ITS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but not less than one year.
2. If the Customer's requirement for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.

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**CONTRACT INTERRUPTIBLE SERVICE**  
**Rate Schedule CIS**

**Availability:**

Throughout the Service Areas of the Company.

**Applicability:**

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 100,000 Therms per year or more. A Customer eligible for service pursuant to this rate schedule is also eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: Equal to the otherwise applicable Customer Charge based on annual consumption.

Distribution Charge:

An amount not less than \$.01 per Therm nor greater than 90 percent of the currently applicable firm rate; provided however, that at any time during which the cumulative surpluses determined for all prior determination periods under the Competitive Rate Adjustment Clause (Non-West Florida Region) (see Sheet No. 7.101-5) equal or exceed the cumulative shortfalls determined for all prior determination periods under such clause, the distribution charge shall not exceed the distribution charge established for service under Rate Schedule IS in Company's last base rate proceeding. Unless changed by Company pursuant to this Rate Schedule, the distribution charge shall be equal to the applicable interruptible rate.

The "currently applicable firm rate" as used herein means the distribution charge prescribed in the otherwise applicable rate schedule, adjusted pursuant to the Competitive Rate Adjustment Clause (Non-West Florida Region) set forth on Sheet No. 7.101-5.

The distribution charge 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 and availability of Customer's designated alternate fuel; bypass opportunities; economic development; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the distribution charge as it deems necessary or appropriate to meet competition

**CONTRACT INTERRUPTIBLE SERVICE (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
6. In instances where the Customer is able to demonstrate the ability and intent to bypass the Company's distribution system and purchase Gas or another source of energy from an alternate supplier, or for economic development purposes, 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 ratepayers.
7. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

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**OFF-SYSTEM SERVICE  
Rate Schedule OSS**

**Availability:**

Throughout the service areas of Company, and of any interstate or intrastate natural gas pipeline serving the Company (collectively, the “Pipelines”).

**Applicability:**

Interruptible Gas delivered by Company through the facilities of a Pipeline, using Company’s transportation capacity rights on such Pipeline, to any person not connected to Company’s distribution system.

This Tariff is applicable to both bundled and unbundled gas service, i.e. interstate or intrastate Pipeline capacity only that is released by Company pursuant to Transporter’s FERC gas tariff as well as interstate or intrastate Pipeline capacity that is bundled with natural gas supply and subsequently delivered by the Company to the Customer.

**Monthly Rate:**

Customer Charge:	None
Transaction Charge:	\$100.00 per transaction
Distribution Charge:	

For all Scheduled Quantities (as such term is defined in Special Condition 5 below), an amount not less than \$.000 per Therm ~~nor greater than 90 percent of the currently applicable firm rate~~, which Distribution Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The “currently applicable firm rate”, as used herein, means the distribution charge prescribed in the firm rate schedule which would apply if the daily sales represented by a transaction under this rate schedule were annualized.

The Distribution Charge for service pursuant to this rate schedule 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 and availability of Customer’s designated alternate fuel; and the nature of Customer’s operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Distribution Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have no obligation to do so; provided, however, that the Distribution 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 cost per Therm of any Gas delivered to Customer pursuant to this rate schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation.

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**NATURAL CHOICE TRANSPORTATION SERVICE (Continued)**

9. Except as modified by the provisions set forth above, service under this Rider shall be subject to the Rules and Regulations set forth in this Tariff.
10. If a Customer receiving service pursuant to this Rider has annual consumption greater than or equal to 500,000 therms annually, then the Company will install and maintain facilities for remote monitoring of the Customer's hourly gas flow. The Customer will reimburse the Company for the expense incurred for the investment in and installation of these facilities.
11. A Pool Manager may terminate Gas supply to a Customer pursuant to this Rider electronically via Company's website prior to the sixteenth day of the month as of which such termination will commence on the first day of the Customer's billing period of the next calendar month following receipt by the Company of the aforesaid electronic termination. In the event of non-payment by Customer for charges due, a Pool Manager may terminate Gas supply to a Customer by giving five business days written notice to Company prior to the first day of the month as of which such termination is to be effective. Any such notice shall be accompanied by (a) documentary evidence of the Customer's failure to make payment for a period of at least 60 days, (b) Pool Manager's affidavit that it has made commercially reasonable and good faith efforts to collect the amount due, and (c) a non-refundable termination fee of \$5962.00 per account number. A Customer whose Gas supply is terminated by a Pool Manager pursuant to this special condition will automatically return to sales service provided by Company until such time as the Customer elects, subject to the conditions of this Rider, to receive service hereunder through a different Pool Manager. Additional deposit may be required from the Customer to return to sales service.
12. 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 or Customer's Pool Manager) 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 Gas Service.

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**INDIVIDUAL TRANSPORTATION SERVICE RIDER  
RIDER ITS**

**Availability:**

Throughout the service areas of the Company, subject to the Special Conditions set forth herein.

**Applicability:**

To firm or interruptible individual transportation service for any non-residential Customer who uses 500,000 therms per year or more and owns Gas that is made available for individual transportation service on the Company's system under Rate Schedules GS-5, WHS, SIS, IS, ISLV, and CIS.

**Monthly Rate:**

The Monthly Rate set forth in the applicable rate schedule, based on the annual Therm usage of, and character of service elected by, the Customer, plus an Individual Transportation Administration Fee of ~~\$216.00~~313.80 per month per meter.

**Special Conditions:**

1. Definitions: As used in this Rider or in a Gas Transportation Agreement, the following terms have the meanings set forth below:

"Actual Takes" means, for a specified period of time, the quantity of Gas passing through the meter(s) at the PGS Delivery Point(s) of Customer (as defined in the Customer's Gas Transportation Agreement).

"Customer" means the person or entity which executes a Gas Transportation Agreement providing for individual transportation service hereunder.

"Daily Imbalance Amount" means, for a Day, the positive or negative whole number determined by subtracting the Actual Takes for the Day from the Scheduled Quantities for the Day.

"Day" means a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"FGT" means Florida Gas Transmission Company, a Delaware corporation, and its successors and assigns.

"Gas Transportation Agreement" means an agreement between Company and an individual transportation Customer, the basic form of which is set forth on Sheets Nos. 8.114 through 8.114-8, which specifies the term for which it is effective and contains such reasonable provisions for termination as to which Company and Customer may agree.



**Gas Service Agreement**

No. \_\_\_\_\_

Business Partner Name (Customer)		Phone	Cell Phone	E-mail
Service Address		City	State	Zip
Doing Business As (DBA)		City Limits (Enter Yes or No)	County Name	
Mailing Address		City	State	Zip
Contact Name		Phone	E-mail	
Federal ID	Tax Exempt (Yes or No)	Date Service Line Requested		Date Gas Service Requested
Field Contact Name		Phone	E-mail	

SALES INSTRUCTIONS/REMARKS	SERVICE TYPE
	Main (Enter On or Off)
	New (N), Added Load (AL), Conversion (Co)
	Reactivate (RA)      Manifold (MA)
	Residntl (R), Commrl (C)
	Industrial (I)
	Rate Class
	Map #

QTY.	APPLIANCE TYPE	PE AK HR DEMAND CF/H	ANNUAL THERMS PRESENT	ADDITIONAL	PRESSURE AT EQPT.	FINANCIAL INFORMATION	OTHER SERVICES
						Gas Deposit	Other
						Turn-on Charge	Other
						Aid to Construction (Non-Refundable)	Other
						Construction Deposit	Other
						Prepayment	Other
						Balance Due	Other
						<b>DEALER INFORMATION (if applicable)</b>	
						Dealer Name	
						Dealer Phone	Alt Phone
						Services to be provided by Dealer	
<b>TOTAL</b>							

**TO BE COMPLETED BY PGS ONLY**

Meter Size	Regulator Size	BP#	CA#
System Pressure	Delivery Pressure	Premise#	Install#
Conversion Propane Company		Meter#	Project#

**REMARKS**

\_\_\_\_\_

**I have read all of the terms and conditions on the second page and agree to them.**

Business Partner/Customer Signature	Sales Rep Signature	Sales Rep ID #
Business Partner/Customer Printed Name	Sales Rep Printed Name	Date

**PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE      PHONE #: 1-877-832-6747**





### Gas Service Agreement

No. \_\_\_\_\_

Business Partner Name (Customer)		Phone	Cell Phone	E-mail	
Service Address		City	State	Zip	
Doing Business As (DBA)		City Limits (Enter Yes or No)	County Name		
Mailing Address		City	State	Zip	
Contact Name		Phone	E-mail		
Federal ID	Tax Exempt (Yes or No)	Date Service Line Requested		Date Gas Service Requested	
Field Contact Name		Phone	E-mail		
SALES INSTRUCTIONS/REMARKS			SERVICE TYPE		
Gas Deposit and Turn-on Charge due on first bill.			Main (Enter On or Off)		
			New (N), Added Load (AL), Conversion (Co) Reactivate (RA)      Manifold (MA) Residntl (R), Commrl (C) Industrial (I) Rate Class		
QTY	APPLIANCE Type	PEAK HR DEMAND CFH	ANNUAL THERMS PRESENT    ADDITIONAL	PRESSURE AT EQPT.	FINANCIAL INFORMATION
					AMOUNT NOW DUE      DUE ON FIRST BILL
					Aid to Construction <small>(Cash if available)</small> Gas Deposit
					Construction Deposit      Turn-on Charge
					Prepayment
					Balance Due
OTHER SERVICES					
					Other      Other
					Other      Other
					Other      Other
PGS REMARKS					
TOTAL					
TO BE COMPLETED BY PGS ONLY					
Meter Size	Regulator Size	BP#	CA#		
System Pressure	Delivery Pressure	Premise#	Install#		
Conversion Propane Company		Meter#	Project#		
Franchise Code		Route Cycle#	Connection Object#		
Device Location#		Notification#			
Related Premise#					
I have read all of the terms and conditions on the second page and agree to them.					
Business Partner Customer Signature		Sales Rep Signature		Sales Rep ID #	
Business Partner Customer Printed Name		Sales Rep Printed Name		Date	

PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE

PHONE #: 1-877-832-6747

Gas Service Agreement No.

Page 2

**NATURAL GAS SERVICE TERMS AND CONDITIONS:**

The applicant named on the first page hereof ("Customer") makes application to Peoples Gas System, Inc. ("Company") for natural gas service under the rate classification indicated on the first page hereof according to the following terms and conditions in consideration of the Company's agreement to deliver natural gas to Customer pursuant to the applicable provisions of Company's Tariff approved by the Florida Public Service Commission. In the event of a conflict between this application and the Tariff, the Tariff shall control.

Gas is to be delivered to Customer at the outlet side of the Company's gas meter serving the premises indicated on the first page hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer's property, the site therefor to be furnished free of charge by Customer.

The Company and its representatives are hereby authorized to enter upon and install on Customer's property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building(s). The gas pipe from the Company's gas system to and including said meter or meters shall be owned, operated, and maintained by the Company with a perpetual right of ingress and egress thereto, hereby granted to the Company for such purposes. Installation of Company's facilities may require that Company be granted an easement. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change any term- or obligation set forth herein.

A customer receiving gas service under the residential or commercial standby generator Tariff rate shall be obligated to remain on that schedule for a minimum of 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

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.

**UNDERGROUND FACILITIES:**

Prior to construction of gas pipeline, it is extremely important that the Company be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc., located on Customer's property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer's property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.), and agrees to indemnify and hold Company harmless for any damages arising out of Customer's failure to do so.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:**

To the extent that the Customer identified in this agreement is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28 Florida Statutes, or any successor statute.

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR INCOME, LOSS OF PRODUCTION, RENTAL EXPENSES FOR REPLACEMENT PROPERTY OR EQUIPMENT, DIMINUTION IN VALUE OF REAL PROPERTY, EXPENSES TO RESTORE OPERATIONS, OR LOSS OF GOODS OR PRODUCTIONS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

~~Customer understands and acknowledges that the dealer (if any) identified on the first page of this document ("Dealer") is not affiliated in any way with the Company and has not been engaged by the Company as a contractor or subcontractor. The Company assumes no responsibility whatsoever for any acts or omissions of, or any services or goods provided by, such Dealer.~~

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

**NOTE: I acknowledge installation of the gas line will not be scheduled until the required easement, if needed, is signed by the landowner and received by Peoples Gas System, Inc. \_\_\_\_\_ (customer initials)**

\_\_\_\_\_  
Customer – Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_

Title

PGS Rev 8/02

**NOTICE AND AFFIDAVIT<sup>1</sup>**

TO: \_\_\_\_\_ (Title)  
Peoples Gas System, Inc.  
P. O. Box 2562  
Tampa, Florida 33601-2562

Please take notice that the undersigned Pool Manager will cease supplying gas to the following Customer of Peoples Gas System, Inc. ("Peoples") under Peoples' NaturalChoice Transportation Service Program for such Customer's non-payment of charges due Pool Manager, the termination of gas supply to be effective with respect to the locations listed below on and after \_\_\_\_\_:<sup>2</sup>

\_\_\_\_\_ (Date)  
\_\_\_\_\_ (name of customer)  
\_\_\_\_\_ (billing address)  
\_\_\_\_\_ (city, state, zip code)  
\_\_\_\_\_ (telephone)

Customer locations to which service will be terminated. Include the contract number and account number:

(list all)

In accordance with the requirements of Peoples' Rider NCTS, the undersigned Pool Manager also submits the following affidavit:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, who is personally known to me and who, after taking an oath, states as follows: (Name of person signing affidavit)

I am over 18 years of age and of sound mind and the matters set forth herein are personally known to me.

1. I am employed by \_\_\_\_\_ ("Pool Manager") as \_\_\_\_\_.  
(Name of Pool Manager) (Title / Position)
2. Pool Manager has made good faith and commercially reasonable efforts to collect amounts due from the above named Customer to Pool Manager, but such Customer has failed to make the payments due Pool Manager for a period of at least sixty (60) days as reflected by the documents/records attached to this Notice and Affidavit. Such documents/records are true and correct.
3. Final notice of Pool Manager's intent to cease supplying gas to the above Customer has been sent to Customer, and a copy of such final notice is attached to this Notice and Affidavit.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name:  
Title/Position:

Sworn to and subscribed before  
me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

[SEAL]

My commission expires: \_\_\_\_\_

<sup>1</sup> A non-refundable termination fee in the amount of \$6259.00 per account number must accompany this Notice and Affidavit.

<sup>2</sup> This date must be at least five (5) business days after the date on which this Notice and Affidavit is furnished to Peoples Gas System, Inc.

**ALTERNATE FUEL PRICE CERTIFICATION**

TO: PEOPLES GAS SYSTEM, INC.  
~~702 Franklin St~~ 3600 Midtown Drive  
Tampa, Florida 33607

P. O. Box 2562  
Tampa, Florida 33601-2562

Attention:

\_\_\_\_\_ has received a firm offer from \_\_\_\_\_  
\_\_\_\_\_ for our purchase of up to \_\_\_\_\_  
gallons/barrels of \_\_\_\_\_ for use by us at our facility located at \_\_\_\_\_,  
Florida, delivery to commence on \_\_\_\_\_, at a price of \$ \_\_\_\_\_ per gallon/barrel.  
Copy of the offer, which will expire \_\_\_\_\_, is attached hereto.

Taxes payable by us should we purchase the referenced fuel pursuant to the attached offer, would be  
\$ \_\_\_\_\_ per gallon/barrel. Transportation costs for delivery of the fuel to our facility at \_\_\_\_\_  
from \_\_\_\_\_ would be \$ \_\_\_\_\_ per gallon/barrel.

I hereby certify on behalf of \_\_\_\_\_ that the foregoing information is true,  
complete and correct, and that \_\_\_\_\_ has the facilities to utilize the fuel specified above in the amount  
specified above at its \_\_\_\_\_ facility. I hereby further certify that we will  
notify Peoples Gas System, Inc. at the end of each contract year of the price at which we are able to purchase the  
alternate fuel referred to above, and will further notify Peoples at any time there is a change in the information  
contained herein.

I hereby certify that \_\_\_\_\_ will cease taking gas from Peoples Gas System, Inc. on  
\_\_\_\_\_ unless such gas is priced at less than the applicable interruptible rate per therm  
as provided in Peoples' Rate Schedule CIS.

\_\_\_\_\_  
(Customer Name)  
By: \_\_\_\_\_  
(Signature of Corporate Officer)  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

ACCEPTANCE

Based upon the foregoing information, and in accordance with Rate Schedule CIS, the distribution charge for gas taken  
by \_\_\_\_\_ on and after \_\_\_\_\_ shall be \$ \_\_\_\_\_ per therm. This  
acceptance may be revoked or modified by Peoples Gas System, Inc., in its sole discretion, at any time.

PEOPLES GAS SYSTEM, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

"Supplier(s)" means person(s) (other than PGS) from which Shipper purchases Gas transported hereunder.

"Transporter" means any upstream intrastate or interstate transport service provider.

## ARTICLE II - TERM

This Agreement is effective on the date first written above. The term shall commence at the beginning of the Day commencing on \_\_\_\_\_ and continue until the beginning of the Day commencing on (the "Termination Date") (the "Initial Term"). [PROVISIONS AGREEABLE TO PGS AND SHIPPER WITH RESPECT TO ANY EXTENDED OR "SECONDARY" TERM]

## ARTICLE III - SALES AND TRANSPORTATION SERVICE

**Section 3.1 Services.** PGS desires to sell and Shipper desires to purchase from PGS, from time to time, for use in the Facility (but not for resale), Gas in quantities which, at Shipper's request, PGS may, in its sole discretion exercised in a not unduly discriminatory manner, agree to sell to Shipper. Shipper also engages PGS, and PGS accepts such engagement, to receive Gas for Shipper's account, up to the MTQ, at the PGS Receipt Point(s), and to cause an equivalent quantity, less the Retainage, to be redelivered to Shipper. Such sales and transportation shall be governed by PGS's FPSC Tariff and this Agreement. If there is a conflict between the Tariff and this Agreement, the Tariff shall control. Sales and transportation hereunder are ~~provided interruptible~~ in accordance with PGS's FPSC Tariff and curtailment plan. If Shipper's service is interruptible, Shipper may select one or more of the options described in Appendix D, which may enable Shipper to continue receiving delivery of Gas during periods of curtailment or interruption. PGS shall have no obligation to make sales to Shipper in lieu of the transportation of Gas contemplated by this Agreement.

**Section 3.2 ~~Telemetry and Other Required Equipment.~~** ~~Telemetry and other e~~Equipment ~~which that~~ PGS must install to provide natural gas transportation service hereunder (the "Equipment"), if any, shall be determined solely by PGS and the anticipated cost thereof, are listed in Appendix C. Shipper shall reimburse PGS for all costs incurred for the Equipment on receipt of PGS's invoice therefor. Unless the parties agree otherwise, all facilities used to provide service to Shipper hereunder (including without limitation the Equipment) shall be installed, owned, operated and maintained by PGS.

**Section 3.3 Telemetry Equipment.** Equipment which PGS must install to provide transmission of measurement data hereunder (the "Telemetry Equipment"), if any, and the anticipated cost thereof, are listed in Appendix C. Shipper shall reimburse PGS for all costs incurred for the Telemetry Equipment on receipt of PGS's invoice therefor. Shipper shall be responsible for securing access to the gas measurement data transmission network as required by PGS for the proper functioning of Telemetry Equipment.

## ARTICLE IV - NOMINATIONS

**Section 4.1 General.** For each Day Shipper desires service hereunder, Shipper shall provide a Nomination to PGS pursuant to Sections 4.2 and/or 4.3 for each meter at the Facility. The total quantity for the Facility may be Nominated to a single meter, with "zero" Nominations being made for any additional meters located at the Facility. All Nominations shall be made to PGS at its web site (<https://custactivitiespeoplesgas.com>) provided that, in an emergency, a Nomination may be delivered via facsimile using the form set forth in PGS's FPSC Tariff. Quantities confirmed by PGS for delivery shall be Scheduled Quantities. If requested by Shipper, PGS will allow increases or decreases in Scheduled Quantities after the Nomination deadlines set forth in this article, if the same can be confirmed by PGS, Transporters and Suppliers, and can be accomplished without detriment to services then scheduled on such Day for PGS and other shippers. The maximum quantity PGS shall be obligated to make available for delivery to Shipper on any Day (which shall not exceed the MDQ) is the sum of (a) the Transportation Quantity and (b) the Sales Quantity established pursuant to this article.

**Section 4.4 Other Responsibilities.** Shipper shall promptly notify PGS in writing of any change in the Sales Quantity or Transportation Quantity for any Day, and PGS will use commercially reasonable efforts to accept any such requested change as soon as practicable.

**Section 4.5 Confirmation.** If Transporter asks PGS to verify a nomination for Shipper's account, PGS shall confirm the lesser of such nomination, the Transportation Quantity or, in the case of non- or partial operation of the Facility, that quantity which in PGS's reasonable judgment (after consultation with Shipper) is likely to be consumed at the Facility. PGS has no obligation with respect to verification or rejection of quantities not requested by Shipper.

**Section 4.6 Mutually Beneficial Transactions.** Shipper recognizes that PGS maintains the operation and system integrity of the PGS distribution system on a daily basis, and that PGS, as the delivery point operator for its points of interconnection with interstate pipelines, is subject to the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. As such, PGS may from time to time need Shipper to vary its Nominated quantities of Gas to be delivered at the PGS Receipt Point(s). On such occasions, PGS may in its sole discretion request, and Shipper may agree to, a change in the quantity of Gas to be delivered for the account of Shipper at the PGS Receipt Point(s). No such change in the quantity of Gas to be delivered shall be made pursuant to this section without the consent of Shipper. Terms and conditions of any such transaction will be agreed upon between the parties at the time of the transaction and will be recorded and confirmed in writing within two Business Days of the transaction.

#### ARTICLE V - TRANSPORTATION AND OTHER CHARGES

**Section 5.1 Transportation Charges; Purchase Price.** Shipper shall pay PGS each Month for transportation service rendered by PGS, and, if applicable, for Gas purchased from PGS, in accordance with the then-applicable rate schedule in PGS's FPSC Tariff. At the time of execution of this Agreement, Rate Schedule \_\_\_ is applicable. In the event Rate Schedule, CIS or a fixed rate schedule is applicable, this Agreement will automatically renew following the Initial Term at the then applicable rate schedule, unless Shipper and PGS have agreed at least 30 days prior to the expiration of the then current term that Rate Schedule CIS or another rate schedule shall apply.

**Section 5.2 Changes in Tariff.** If the applicable rates or rate schedules change or are amended or superseded, the newly applicable rates or rate schedules shall be applicable to service hereunder. Nothing contained herein shall prevent PGS from filing with the FPSC (or Shipper from opposing) changes to the rates and other provisions in PGS's FPSC Tariff. ~~PGS agrees to give Shipper reasonable notice of (a) all filings (except filings in FPSC Docket No. 000003-GU, In Re: Purchased Gas Adjustment (PGA) True-Up, and successor dockets) which PGS makes with the FPSC and (b) all other FPSC proceedings of which PGS becomes aware, which PGS (in the exercise of reasonable judgment) determines would affect PGS's rates or the services to be performed by PGS under this Agreement.~~

#### ARTICLE VI - BILLING AND PAYMENT

**Section 6.1 Billing.** PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder. If, during the preceding Month, PGS has purchased Gas from Shipper pursuant to an interruption or curtailment order, such bill shall show a credit for the estimated amount due Shipper for such purchase(s). If the estimated amount owed by PGS to Shipper exceeds the amount Shipper owes PGS, PGS shall pay Shipper the net amount estimated to be due Shipper at the time PGS bills Shipper.

**Section 8.2 Governing Law.** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. 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 a court, located within the State of Florida, having jurisdiction.

**Section 8.3 Severability.** If any provision hereof 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.

**Section 8.4 Entire Agreement; Appendices.** This Agreement sets forth the complete understanding of the parties as of the date first written above, and supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. The appendices attached hereto are an integral part hereof. All capitalized terms used and not otherwise defined in the appendices shall have the meanings given to such terms herein.

**Section 8.5 Waiver.** No waiver of any of the provisions hereof shall be deemed to be a waiver of any other provision whether similar or not. No waiver shall constitute a continuing waiver. No waiver shall be binding on a party unless executed in writing by that party.

**Section 8.6 Notices.** (a) All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

PGS:

Administrative Matters:

Peoples Gas System, Inc.  
~~702 Franklin Street~~3600 Midtown Drive  
Tampa, Florida 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Payment:

Peoples Gas System, Inc.  
~~702 Franklin Street~~3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)



**APPENDIX A - GAS TRANSPORTATION AGREEMENT**

**PGS RECEIPT POINT(S)**

Maximum Transportation Quantity: \_\_\_\_\_ MMBtu per Day plus the Retainage

PGS will accept Gas from Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

The above point(s) may be changed by PGS from time to time on written notice to Shipper.

**APPENDIX B - GAS TRANSPORTATION AGREEMENT**

**PGS DELIVERY POINT(S)**

Gas transported or sold pursuant to this Agreement shall be delivered by PGS to Shipper at the following point(s):

<u>NAME</u>	<u>PGS METER#</u>	<u>MAXIMUM DELIVERY QUANTITY</u>
Meter at the Facility		_____ MMBtu per Day

\_\_\_\_\_

**APPENDIX C - GAS TRANSPORTATION AGREEMENT**

**EQUIPMENT**

\_\_\_\_\_

**APPENDIX D -  
GAS TRANSPORTATION AGREEMENT  
(APPLICABLE TO INTERRUPTIBLE CUSTOMERS)**

**ALTERNATIVES DURING PERIODS OF INTERRUPTION OR CURTAILMENT**

~~If Shipper is an interruptible Customer, it may select one or more of the "Options" hereinafter described set forth below -prior to or during a period of interruption or curtailment-or interruption. -These Options set forth below describe means through which how PGS will would attempt to continue deliveries to Shipper during such a period if PGS can do so in a manner that is consistent with the order of priorities of service set forth in its curtailment plan and that will not prevent service to customers in higher priorities of service than Shipper.~~

If PGS is entitled ~~under this Agreement or PGS's FPSC Tariff~~ to interrupt ~~or curtail~~ deliveries to Shipper for reasons other than Force Majeure, PGS will notify Shipper ~~to that effect, about~~ such ~~interruption or curtailment~~. The notice ~~will to~~ include the estimated duration of the ~~interruption or curtailment~~ and the estimated cost of gas required for PGS to continue deliveries to Shipper ~~during the period of interruption~~. Shipper shall notify PGS in writing within two (2) hours after receipt of PGS's notice of ~~interruption or curtailment~~ of the option (from Options A through C below) Shipper elects ~~during the period of interruption~~.

~~If Shipper fails to respond to PGS's notice within the aforesaid two-hour period, it shall be conclusively presumed that Shipper has elected the Option(s) (if any) previously selected by Shipper in writing. If Shipper has failed to make any election in a timely manner, either prior to PGS's notice or during the two-hour period, it shall be conclusively presumed that Shipper has elected Option D below. The Options are as follows:~~

The Options are as follows:

Option A: (PGS Receipt Point/Shipper's Own Arrangement): — Shipper desires PGS to continue deliveries during the period of interruption or curtailment and Shipper agrees to ~~make available for its account (i.e., to make~~ all arrangements necessary to cause the delivery of ~~) at the PGS Receipt Point(s)~~ (1) additional quantities of Gas equal to those quantities which PGS is entitled to interrupt or curtail (2) at the PGS Receipt Point(s).

Option B (Pipeline Release Point/Capacity Release): — Shipper desires PGS to continue deliveries during the period of interruption and agrees to ~~make available for its account (i.e., to make~~ all arrangements necessary to cause the delivery of ~~) (1) additional quantities of Gas (including the Retainage) equal to those quantities PGS is entitled to interrupt to curtail (2) at the applicable point(s) of receipt into [ ] pipeline system. additional quantities of Gas (including the Retainage) equal to those quantities which PGS is entitled to interrupt. In addition Shipper and~~ desires PGS to release to Shipper (or to a Supplier designated by Shipper), for the duration of the period of interruption or curtailment and at the maximum rate applicable to the capacity released, primary firm capacity on [ ] sufficient to transport such additional quantities of Gas to the PGS Receipt Point(s). By election of this Option B, Shipper agrees to be responsible for the payment of all charges imposed by [ ] with respect to the capacity so released by PGS to Shipper (or Shipper's Supplier), or the use of such capacity, for the period during which such release is effective. If Shipper elects to continue deliveries during the period of interruption pursuant to this Option B, PGS agrees to release the capacity requested by Shipper if PGS determines in its sole discretion that (i) such capacity is available for release to Shipper during the period of interruption or curtailment, (ii) such release can be accomplished readily and without detriment to PGS's system operations, and (iii) such release is practicable within the time constraints and requirements of [ ] FERC Tariff and the ready availability of PGS staff and resources.

Option C PGS as Temporary Agent): — Shipper desires PGS to continue deliveries during the period of interruption or curtailment, appoints PGS as its agent to acquire (at the PGS Receipt Point(s)) additional quantities of Gas at market-based price, equal to those quantities which PGS is entitled to interrupt or curtail, to be used by Shipper during the period of interruption or curtailment, and agrees to reimburse PGS, in addition to all amounts otherwise payable for Gas pursuant to this Agreement, for the incremental additional per-Therm costs incurred by PGS (as Shipper's agent) to acquire for the account of Shipper, at the PGS Receipt Point(s), Gas to be used by Shipper during the period of interruption or curtailment. -As used in this Option C, "incremental additional costs" shall mean the weighted average per-Therm costs incurred by PGS to acquire, for the accounts of Shipper and other interruptible customers of PGS who have elected this Option C during a particular period of interruption, the additional quantities of Gas mentioned above to be used by Shipper and such other interruptible customers of PGS during such period of interruption or curtailment, including but not limited to commodity, transportation, storage and other charges incurred by PGS.

Option D (No Action by Shipper): — Shipper agrees to cease taking Gas pursuant to PGS's notice during the period of interruption.

If Shipper has elected to continue deliveries pursuant to one of Options A, Option B or Option C, PGS will, in implementing its interruption or curtailment notice, take and pay for Shipper's Gas as provided in PGS's FPSC Tariff, but will not discontinue deliveries to Shipper unless (i) if Shipper has elected Option A,

Shipper fails to make additional Gas available at the PGS Receipt Point(s), or (ii) if Shipper has elected Option B, either (a) PGS has no primary firm capacity on [ ] available for

release to Shipper (or Shipper's Supplier) during the period of interruption or curtailment without detriment to service required by PGS's customers in a curtailment category having a higher priority than Shipper's curtailment category under PGS's curtailment plan, or (b) PGS determines either that the release of capacity contemplated by Option B would not result in Shipper's (or Shipper's Supplier's) being able to make the additional quantities of Gas available at the PGS Receipt Point(s) for delivery to Shipper during the period of interruption or curtailment or that the release of capacity cannot be made pursuant to Option B, or (iii) if Shipper has elected Option C, PGS, having exercised commercially reasonable efforts, is unable to acquire for Shipper's account, at the PGS Receipt Point(s), additional Gas for delivery to Shipper during the period of interruption or curtailment. In the event of the occurrence of any of the circumstances described in items (i) through (iii), PGS will provide Shipper with not less than two (2) hours' notice to cease taking Gas during the period of interruption or curtailment, and Shipper shall not have the benefit of Options A through C above.

THE NEXT SHEET IS NO. 8.115

“Transporter Agreement” means, for purposes of this Agreement and the Capacity Release Agreement, the applicable Service Agreements for Firm Transportation Service (however named or titled) between Transporter and PGS in effect from time to time, including (a) Transporter's currently effective applicable rate schedule(s) and (b) General Terms and Conditions filed with the FERC or the FPSC (and incorporated in each said agreement by reference), as such agreements, rate schedules and general terms and conditions may be amended from time to time, and any successor firm agreement(s), firm rate schedule(s) or general terms and conditions applicable thereto.

“Transporter’s Tariff” means, for purposes of this Agreement and the Capacity Release Agreement, Transporter's effective FERC or FPSC gas tariff applicable to firm transportation service under the Transporter Agreement, as such tariff may be amended from time to time.

## ARTICLE II - TERM; PROGRAM CHANGES

**Section 2.1 Term.** This Agreement shall be effective on the date first written above. The term of this Agreement shall commence on the first Day of the Month for which PGS first delivers to Pool Manager a list of Customer Accounts as required by Section 4.1(a) (the “Effective Date”) and shall continue, unless earlier terminated pursuant to this Agreement, until the first anniversary of the Effective Date (the “Initial Term”). Thereafter, the term of this Agreement shall be extended for additional periods of one year unless either party gives written notice, not less than 90 days prior to the expiration of the Initial Term (or any subsequent period for which this Agreement has been extended) to the other party, of termination.

**Section 2.2 Program Changes.** Pool Manager understands that PGS is entering into this Agreement as part of a program approved by the FPSC. PGS reserves the right to file with the FPSC modifications to such program (including the terms and conditions of this Agreement). PGS shall give Pool Manager reasonable notice of any such filing. In the event the FPSC approves modifications to such program (including any terms or conditions set forth in this agreement), such modifications shall become binding on the parties hereto as of the date on which approval thereof by the FPSC becomes effective. Notwithstanding any other provision of this Agreement, PGS's obligations hereunder shall at all times be subject to the lawful orders, rules and regulations of the FPSC, and to the terms and conditions of PGS's FPSC Tariff.

## ARTICLE III - NON-PAYMENT BY CUSTOMER

Pool Manager may terminate its obligation to deliver Gas hereunder for a Customer Account for non-payment of charges due Pool Manager by giving five days’ written notice to PGS prior to the first Day of the Month as of which such termination is to be effective. Any such notice shall be accompanied by (i) documentary evidence of the Customer’s failure to make payment for a period of at least 60 days, (ii) Pool Manager’s affidavit that it has made commercially reasonable and good faith efforts to collect the amount due and (iii) a non-refundable termination fee of ~~\$5962~~.00.

Performance of this Agreement and the interpretation thereof shall be in accordance with the laws of the State of Florida.

Venue for any action between the parties hereto arising out of this Agreement shall be in a court, located in the State of Florida, having jurisdiction. In any such action, the reasonable attorneys' fees and costs of the party prevailing in such action shall be recovered by such party from the other party. Neither PGS nor Pool Manager shall be liable to the other or to any person claiming through the other for special, indirect, punitive or consequential damages, lost profits or lost opportunity costs relating to any matter covered by this Agreement.

Any notice concerning this Agreement, except for those specifically required or permitted to be provided by facsimile, shall be given in writing and mailed by first-class mail to the party being notified at the address for such party stated below:

If to PGS:

Peoples Gas System, Inc.  
~~702 N. Franklin Street, 7th Floor~~ 3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention: NCTS Administrator

If to Pool Manager:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pool Manager shall keep confidential and will not use, or disclose to any person not a party hereto, the information received from PGS or any Customer during the performance of this Agreement, except to the extent such disclosure is necessary for the Pool Manager's performance hereunder or is required by law. In the case of any disclosure required by law to be made, Pool Manager shall, prior to making such disclosure, provide written notice to PGS of the disclosure to be made in order that PGS may seek a protective order or other means of protecting the confidentiality of the information to be disclosed. The parties' obligations under this paragraph shall expire two (2) years from the date of termination of this Agreement.

**ITS AGENT AGREEMENT**

The undersigned Shipper hereby designates the undersigned Agent as its Agent to perform the following identified (*i.e.*, marked with an “X”) obligations of Shipper under Shipper’s Gas Transportation Agreement(s) with Peoples Gas System, Inc. (“PGS”):

- Invoicing/Payment
- Nominations
- Monthly Imbalance Resolution
- Alert Day Volume Aggregation and Alert Day Penalty Responsibility

Shipper, Agent and PGS 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 \_\_\_\_\_ ←insert date.
2. Shipper agrees that it may designate only one agent however, that agent may perform one or several of the functions listed above.
3. PGS has the right to rely on any written or verbal communication from Agent, and any communications by PGS to Agent shall be deemed notice to Shipper.
4. Agent shall perform the functions identified above in a manner consistent with PGS’s Natural Gas Tariff on file with the Florida Public Service Commission, as the same may be amended from time to time.
5. Alert Day penalties imposed on the ITS Customer Pool of which Shipper is a part shall be paid by Agent; provided, however, that if Agent fails to pay such penalties within sixty (60) days after the date on which they are imposed by PGS, Shipper shall be responsible for, and pay to PGS, such Alert Day penalties (if any) as would have been payable by Shipper for such Alert Day in the absence of this Agreement.
6. Shipper shall remain liable to PGS (a) with respect to any act or omission of Agent in the performance of the functions identified above and, (b) to the extent not paid by Agent for the ITS Customer Pool of which Shipper is a part, all charges arising under the Gas Transportation Agreement(s) between PGS and Shipper. Shipper shall indemnify, hold harmless and defend PGS from and against any and all acts or omissions of Agent. To the extent that Shipper is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or any successor statute.

<b>SHIPPER INFORMATION</b> (Full Company Legal Name)	<b>AGENT INFORMATION</b> (Full Company Legal Name)
<b>SHIPPER:</b>	<b>AGENT:</b>
<b>DUNS NO:</b>	<b>DUNS NO:</b>
<b>PGS ACCOUNT NO:</b>	<b>PGS ACCOUNT NO:</b>
<b>MAILING ADDRESS:</b>	<b>MAILING ADDRESS:</b>
<b>CITY:</b>	<b>CITY:</b>
<b>STATE AND ZIP CODE:</b>	<b>STATE AND ZIP CODE:</b>
<b>CONTACT PERSON:</b>	<b>CONTACT PERSON:</b>
<b>TELEPHONE NO:</b>	<b>TELEPHONE NO:</b>
<b>FAX NO:</b>	<b>FAX NO:</b>

E-MAIL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

ACCEPTED FOR PGS BY: \_\_\_\_\_ DATE: \_\_\_\_\_



<u>SHIPPER INFORMATION</u> (Full Company Legal Name)	<u>AGENT INFORMATION</u> (Full Company Legal Name)
<u>SHIPPER:</u>	<u>AGENT:</u>
<u>DUNS NO:</u>	<u>DUNS NO:</u>
<u>PGS ACCOUNT NO:</u>	<u>PGS ACCOUNT NO:</u>
<u>MAILING ADDRESS:</u>	<u>MAILING ADDRESS:</u>
<u>CITY:</u>	<u>CITY:</u>
<u>STATE AND ZIP CODE:</u>	<u>STATE AND ZIP CODE:</u>
<u>CONTACT PERSON:</u>	<u>CONTACT PERSON:</u>
<u>TELEPHONE NO:</u>	<u>TELEPHONE NO:</u>
<u>FAX NO:</u>	<u>FAX NO:</u>
<u>E-MAIL:</u>	<u>E-MAIL:</u>

SIGNED BY: \_\_\_\_\_ SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

ACCEPTED FOR PGS BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PGS is installing the Devices at the Facilities as a convenience to Subscriber. **PGS MAKES NO WARRANTY AS TO THE OPERATION OF, OR ACCURACY OF THE DATA PROVIDED THROUGH, THE PORTS, AND TAKES NO RESPONSIBILITY FOR SUBSCRIBER’S USE OF THE PORT AND DATA SUPPLIED THEREFROM, SINCE THEY ARE BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY, AT NO PROFIT AND AS AN ACCOMMODATION TO SUBSCRIBER. PGS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

**PGS IS NOT LIABLE FOR, AND SUBSCRIBER HEREBY WAIVES ANY RIGHT TO, ANY AND ALL INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CAPITAL, LOSS OF DATA, COMPUTER DOWNTIME, AND COST OF SUBSTITUTE SERVICES. THE PARTIES AGREE THAT PGS SHALL NOT BE LIABLE FOR ANY COMPUTER PROBLEMS RESULTING FROM SUBSCRIBER’S ATTEMPTS TO RECEIVE OR PROCESS THE DATA, INCLUDING PROBLEMS RESULTING FROM THE USE OF ANY THIRD PARTY SOFTWARE OR FROM COMPUTER VIRUSES.**

Subscriber shall not attempt, and shall not permit any third party to attempt, to adjust, modify or remove the Devices without the prior written approval of PGS.

Subscriber agrees to protect, indemnify and hold PGS harmless from and against any and all liability, costs, damages and expenses in any way attributable to Subscriber’s failure to comply with this Agreement or Subscriber’s negligence or fault. This indemnification shall include, but is not limited to, (1) PGS’s attorney’s fee and court costs, and (2) any liability, costs, damages and expenses resulting from the use of the data signal from the Port. This indemnification provision is in addition to (and does not replace) similar provisions relating to the same subject matter in the Gas Transportation Agreement, if applicable. To the extent that the Subscriber is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or any successor statute.

Notwithstanding any provision of this Agreement to the contrary, measurement of gas delivered to or consumed by Subscriber shall be governed by the applicable provisions of PGS’s natural gas Tariff on file with the Florida Public Service Commission (or its successor) and in effect from time to time.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first hereinabove written.

**PEOPLES GAS SYSTEM, INC.**

**NAME OF SUBSCRIBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**MINIMUM VOLUME COMMITMENT  
GAS TRANSPORTATION AGREEMENT**

This Minimum Volume Commitment Gas Transportation Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Peoples Gas System, Inc., a Florida corporation ("PGS"), and \_\_\_\_\_, a \_\_\_\_\_ ("Shipper"), who hereby agree as follows:

**ARTICLE I - DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below.

Capitalized terms used herein, but not defined below, have the meanings given for such terms in PGS's FPSC Tariff.

"Actual Takes" means, for a specified period, the quantity of Gas passing through the meter(s) of the Customer Accounts during that period.

"Business Day" means the Days Monday through Friday (excluding any federal banking holiday falling on any such Day).

"Day" means the period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Facility" means Shipper's \_\_\_\_\_ facility located in \_\_\_\_\_, Florida.

"FPSC" means the Florida Public Service Commission or any successor agency.

"Gas" shall have the same meaning as given for such term in PGS's FPSC Tariff.

"Gas Service" shall have the same meaning as given for such term in PGS's FPSC Tariff.

"MAT Deficiency Charge" means the difference between the applicable MAT set forth in Article VI and the actual quantity of Gas delivered during the twelve-month delivery period, multiplied by the applicable rate schedule in effect at the end of the twelve-month delivery period.

"Maximum Delivery Quantity" or "MDQ" means the maximum amount of Gas that PGS is obligated to cause to be delivered for Shipper's account pursuant to this Agreement on any Day at the PGS Delivery Point(s) and is stated in Appendix B.

"Maximum Transportation Quantity" or "MTQ" means the maximum amount of Gas that PGS shall be obligated to receive pursuant to this Agreement on any Day at the PGS Receipt Point(s), and is stated in Appendix A.

"Minimum Annual Take" or "MAT" means the quantity of minimum annual delivery of natural gas at the facility agreed to by Shipper and set forth in Article VI.

“Minimum Delivery Obligation” means the sum of Shipper’s total Gas requirements over the Term of this agreement as set forth in Article VI.

\_\_\_\_\_“Nomination” means a notice delivered by Shipper to PGS in the form specified in PGS’s \_\_\_\_\_FPSC Tariff, specifying (in MMBtu) the quantity of Gas the Shipper desires to purchase, or \_\_\_\_\_to have PGS receive, transport, and deliver, at the PGS Delivery Point(s).

“Nominate” means to deliver a completed Nomination.

“PGS Delivery Point(s)” means the point(s) listed in Appendix B.

“PGS Receipt Point(s)” means the point(s) of physical interconnection between Transporter and PGS, or between Shipper and PGS listed in Appendix A.

“Retainage” means 0.35% of Gas received by PGS for the account of the Customer at the Primary Delivery Point(s) to account for lost and unaccounted Gas between such point(s) and the meters of the Customer Accounts.

“Supplier(s)” means person(s) (other than PGS) from which Shipper purchases Gas transported hereunder.

“Transporter” means any upstream intrastate or interstate transport service provider.

“Twelve-Month Delivery Period” means each twelve-month period commencing on the date of Gas Service is available to the Facility and continues on an annual basis throughout the Term of this Agreement.

## ARTICLE II – TERM

This Agreement is effective on the date first written above. The term shall commence upon the initiation of Gas Service and continue until the last day of the Twelve-Month Delivery Period or when the Minimum Delivery Obligation is satisfied. (the “Termination Date”) (the “Term”). The Term shall reflect the recovery period for the extension of Gas Service. In no instance will the Term exceed (10) years. At the end of the Term, the Customer will be placed in the applicable rate schedule.

## ARTICLE III – SALES AND TRANSPORTATION SERVICE

**Section 3.1 Services.** PGS desires to sell and Shipper desires to purchase from PGS, from time to time, for use in the Facility (but not for resale), Gas in quantities which, at Shipper’s request, PGS may, in its sole discretion exercised in a not unduly discriminatory manner, agree to sell to Shipper. Shipper also engages PGS, and PGS accepts such engagement, to receive Gas for Shipper’s account, up to the MTQ, at the PGS Receipt Point(s), and to cause an equivalent quantity, less the Retainage, to be redelivered to Shipper. Such sales and transportation shall be governed by PGS’s FPSC Tariff and this Agreement. If there is a conflict between the Tariff and this Agreement, the Tariff shall control. Sales and transportation hereunder are provided interruptible—in accordance with PGS’s FPSC Tariff and PGS’s curtailment plan. If Shipper’s service is interruptible, Shipper may select one or more of the options described in Appendix D, which may enable Shipper to continue receiving delivery of Gas during periods of curtailment or interruption.

PGS shall have no obligation to make sales to Shipper in lieu of the transportation of Gas contemplated by this Agreement.

**Section 3.2 ~~Telemetry and Other Required Equipment.~~** ~~Telemetry and other equipment~~ All items which that PGS must install to provide natural gas transportation service hereunder (the "Equipment"), if any, shall be determined solely by PGS, and the anticipated cost thereof, are listed in Appendix C. ~~Shipper shall reimburse PGS for all costs incurred for the Equipment on receipt of PGS's invoice therefor.~~ Unless the parties agree otherwise, all facilities used to provide service to Shipper hereunder (including without limitation the Equipment) shall be installed, owned, operated and maintained by PGS.

**Section 3.3 Telemetry Equipment.** Equipment which PGS must install to provide transmission of measurement data hereunder (the "Telemetry Equipment"), if any, and the anticipated cost thereof, are listed in Appendix C. Shipper shall reimburse PGS for all costs incurred for the Telemetry Equipment on receipt of PGS's invoice therefor. Shipper shall be responsible for securing access to the gas measurement data transmission network as required by PGS for the proper functioning of Telemetry Equipment.

#### ARTICLE IV – NOMINATIONS

**Section 4.1 General.** For each Day Shipper desires service hereunder, Shipper shall provide a Nomination to PGS pursuant to Sections 4.2 and/or 4.3 for each meter at the Facility. The total quantity for the Facility may be Nominated to a single meter, with "zero" Nominations being made for any additional meters located at the Facility. All Nominations shall be made to PGS at its website (<https://custactivitiespeoplesgas.com>) provided that, in an emergency, a Nomination may be delivered via facsimile using the form set forth in PGS's FPSC Tariff. Quantities confirmed by PGS for delivery shall be Scheduled Quantities. If requested by Shipper, PGS will allow increases or decreases in Scheduled Quantities after the Nomination deadlines set forth in this article, if the same can be confirmed by PGS, Transporters and Suppliers, and can be accomplished without detriment to services then scheduled on such Day for PGS and other shippers. The maximum quantity PGS shall be obligated to make available for delivery to Shipper on any Day (which shall not exceed the MDQ) is the sum of (a) the Transportation Quantity and (b) the Sales Quantity established pursuant to this article.

**Section 4.2 Nomination for Purchase.** Unless otherwise agreed, Shipper shall Nominate Gas for purchase hereunder not less than seven (7) Business Days prior to the first Day of any Month in which Shipper desires to purchase Gas. Daily notices shall be given to PGS at least two (2) Business Days (but not less than forty-eight (48) hours) prior to the commencement of the Day on which Shipper desires delivery of the Gas. If Shipper has timely Nominated a quantity for a particular Month, PGS shall confirm to Shipper the quantity PGS will tender for purchase by Shipper (the "Sales Quantity," which shall also be a "Scheduled Quantity") no later than 5:00 p.m. Eastern Time on the Business Day immediately preceding each Day during such Month.

**Section 4.3 Nomination for Transportation.** Unless otherwise agreed, Shipper shall, for each Month, and each Day during such Month that Shipper seeks to change any aspect of any prior Nomination, notify PGS by providing a completed Nomination. Shipper's Nomination for Gas to be made available for delivery on the first Day of any Month shall be given by 10 a.m. on the second Business Day prior to the Day on which a nomination must be delivered to Transporter for receipt of deliveries at the PGS Receipt Point(s) on such Day. Daily Nominations for Gas to be made available for delivery other than on the first Day of a Month shall be given to PGS by 10 a.m. on the Business Day prior to the Day on which a nomination must be delivered to Transporter for the receipt of deliveries at the PGS Receipt Point(s) on such Day. The following nomination information is required for a valid nomination:

- a. The Shipper's account number under which service is being nominated;
- ~~b. The receipt point location including applicable DRN and upstream pipeline name, upstream pipeline package ID, including Shipper's PGS account number, and quantity in Terms of Gas to be tendered at each PGS receipt poin~~

- b. The receipt point location including applicable DRN and upstream pipeline name, upstream pipeline package ID, including Shipper's PGS account number, and quantity in Therms of Gas to be tendered at each PGS receipt point;
- c. The downstream delivery facility name, and quantity in Therms of Gas to be delivered for each PGS Shipper account;
- d. A beginning and ending date for each nomination;
- e. The upstream contract identifier.

Only nominations with clearly matching upstream Transporter identifiers (including Shipper's package ID and PGS account number) and downstream (PGS) identifiers will be scheduled. If Shipper or Shipper's Agent fails to comply with provisions (a) through (e) of this section, PGS may not schedule commencement of service or change a prior nomination.

Shipper understands that PGS is subject to FERC regulations that may require PGS to post certain Shipper information on a publicly accessible website. The submission by Shipper or Shipper's Agent of a required nomination shall constitute Shipper's authorization to PGS to publicly disclose any information (including but not limited to the information provided in such nomination) required by applicable law or regulation to be disclosed by PGS.

PGS shall confirm to Shipper the quantity PGS will make available for redelivery on such Day (the "Transportation Quantity," which shall also be a "Scheduled Quantity") no later than 5:00 p.m. Eastern Time on the Business Day immediately preceding such Day. PGS has no obligation to confirm a quantity Nominated by Shipper pursuant to this section greater than the quantity which, in PGS's reasonable judgment, equals the Facility's likely consumption for a Day plus Retainage, less any Sales Quantities confirmed for delivery on such Day.

**Section 4.4 Mutually Beneficial Transactions.** Shipper recognizes that PGS maintains the operation and system integrity of the PGS distribution system on a daily basis, and that PGS, as the delivery point operator for its points of interconnection with interstate pipelines, is subject to the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. As such, PGS may from time to time need Shipper to vary its Nominated quantities of Gas to be delivered at the PGS Receipt Point(s). On such occasions, PGS may in its sole discretion request, and Shipper may agree to, a change in the quantity of Gas to be delivered for the account of Shipper at the PGS Receipt Point(s). No such change in the quantity of Gas to be delivered shall be made pursuant to this section without the consent of Shipper. Terms and conditions of any such transaction will be agreed upon between the parties at the time of the transaction and will be recorded and confirmed in writing within two Business Days of the transaction.

## ARTICLE-V - TRANSPORTATION AND OTHER CHARGES

**Section 5.1 Transportation Charges; ~~Purchase Price.~~** Shipper shall pay PGS each Month for transportation service rendered by PGS, and, if applicable, for Gas purchased from PGS, in accordance with the then-applicable rate schedule in PGS's FPSC Tariff. At the time of execution of this Agreement, Rate Schedule \_\_\_ is applicable. In the event rate schedule, CIS or a fixed rate schedule is applicable, this Agreement will automatically renew following the Initial Term at the then applicable rate schedule unless Shipper and PGS have agreed at least thirty (30) days prior to the expiration of the then current term that Rate Schedule CIS or another rate schedule shall apply.

During the Term of this Agreement, Buyer agrees to a MAT of natural gas at the Facility which will follow the schedule outlined in Section 6.2.

**Section 5.2 Changes in Tariff.** If the applicable rates or rate schedules change or are amended or superseded, the newly applicable rates or rate schedules shall be applicable to service hereunder. Nothing contained herein shall prevent PGS from filing with the FPSC (or Shipper from opposing) changes to the rates and other provisions in PGS's FPSC Tariff. ~~PGS agrees to give Shipper reasonable notice of (a) all filings (except filings in FPSC Docket No. 000003-GU, In Re: Purchased Gas Adjustment (PGA) True-Up, and successor dockets) which PGS makes with the FPSC and (b) all other FPSC proceedings of which PGS becomes aware, which PGS determines would affect PGS's rates or the services to be performed by PGS under this Agreement.~~

**ARTICLE VI - REQUIREMENTS**

**Section 6.1 Minimum Delivery Obligation.** The sum of Shipper's total Gas requirements over the Term of this Agreement are estimated to be \_\_\_\_\_ Therms.

**Section 6.2 Minimum Annual Take.** PGS requires the following MAT for each Twelve-Month Delivery Period, or such Delivery Period as agreed upon by the Parties as applicable:

Period	Therms
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**Section 6.3 Shortfall and MAT Deficiency Charge.** If the Shipper fails to take delivery of the MAT in any Twelve-Month Delivery Period, the Shipper shall pay PGS a MAT Deficiency Charge calculated as follows: the difference between the applicable MAT and the actual quantity of Gas delivered during the Twelve-Month Delivery Period, multiplied by the rate schedule in effect at the end of the Twelve-Month Delivery Period. If, during any Twelve-Month Delivery Period, the actual quantity of Gas delivered to the Facility exceeds the applicable MAT, said excess shall be carried forward to the next Twelve-Month Delivery Period for purposes of offsetting any MAT Deficiency Charge hereunder.

**Section 6.4 Financial Guarantee.** Shipper shall furnish to PGS an irrevocable standby letter of credit issued by a bank acceptable to PGS or such other form of guarantee acceptable to PGS (the "Financial Guarantee") in an amount equal to [\_\_\_\_\_]. PGS may adjust the amount required in the Financial Guarantee at the end of each Twelve-Month Delivery Period.

Shipper's failure to maintain the Financial Guarantee, which for the avoidance of doubt includes notice of termination of security without acceptable alternative Financial Guarantee being provided, shall constitute a default of this Agreement.



## ARTICLE VII - BILLING AND PAYMENT

**Section 7.1 Billing.** PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder. If, during the preceding Month, PGS has purchased Gas from Shipper pursuant to an interruption or curtailment order, such bill shall show a credit for the estimated amount due Shipper for such purchase(s). If the estimated amount owed by PGS to Shipper exceeds the amount Shipper owes PGS, PGS shall pay Shipper the net amount estimated to be due Shipper at the time PGS bills Shipper.

**Section 7.1.1 Billing of MAT Deficiency Charge(s).** PGS will bill Shipper for the MAT Deficiency Charge withi~~n~~no later than thirty (30) days after the end of each Twelve-Month Delivery Period.

**Section 7.2 Payment.** Shipper shall pay all such bills, minus any disputed amounts, at the address specified in the invoice by the 20<sup>th</sup> Day following the date of PGS's mailing (as signified by the postmark) or other delivery of the bill. All sums not so paid by Shipper (or credited or paid by PGS) shall be considered delinquent and subject to later payment schedules as set forth below.

**Section 7.3 Termination Payment.** If the Shipper terminates Gas Service hereunder after execution of this Agreement, Shipper shall pay PGS any MAT Deficiency Charge(s) applicable at the time of termination and any future MAT Deficiency Charge(s) pursuant to the schedule in Section 6.2. resulting from such termination (the "Termination Payment"). Shipper agrees that it will make any such Termination Payment to PGS within twenty (20) days after receipt of PGS' invoice.

**Section 7.4 Billing Disputes.** In the event of a bona fide billing dispute, Shipper or PGS, as the case may be, shall pay (or credit) to the other party all amounts not in dispute, and the parties shall negotiate in good faith to resolve the amount in dispute as soon as reasonably practicable. If a party has withheld payment (or credit) of a disputed amount, and the dispute is resolved, the non-prevailing party shall pay to the other party the amount determined to be due such other party, plus interest thereon at an annual rate equal to the prime interest rate of Citibank, N.A., New York, New York, plus one percent (1%), calculated on a daily basis from the date due until paid (or credited).

**Section 7.5 Errors or Estimates.** If an estimate is used to determine the amount due Shipper for purchases by PGS pursuant to an interruption or curtailment order, PGS shall make any adjustment necessary to reflect the actual amount due Shipper on account of such purchases in the next bill rendered to Shipper after determination of the actual amount due. An error in any bill, credit or payment shall be corrected in the next bill rendered after the error is confirmed by PGS.

Each party's performance obligation hereunder shall abate proportionately during a Force Majeure event and during any period that a party is unable to perform its obligations due to the other party's performance failure. The term of this Agreement shall be extended for a period equal to the length of any such abatement(s).

## ARTICLE VIII - FAILURE TO MAKE PAYMENT

**Section 8.1 Late Payment Charge.** Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of 1.5%, except the accounts of

mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

PGS:

Administrative Matters:  
Peoples Gas System, Inc.  
~~702 Franklin Street~~ 3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Payment:  
Peoples Gas System, Inc.  
702 Franklin Street  
P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Shipper:

Administrative Matters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Invoices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**APPENDIX A - GAS TRANSPORTATION AGREEMENT**

**PGS RECEIPT POINT(S)**

Maximum Transportation Quantity: \_\_\_\_\_ MMBtu per Day plus the Retainage

PGS will accept Gas from Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

The above point(s) may be changed by PGS from time to time on written notice to Shipper.

**APPENDIX B - GAS TRANSPORTATION AGREEMENT**

**PGS DELIVERY POINT(S)**

Gas transported or sold pursuant to this Agreement shall be delivered by PGS to Shipper at the following point(s):

<u>NAME</u>	<u>PGS METER#</u>	<u>MAXIMUM DELIVERY QUANTITY</u>
Meter at the Facility		_____ MMBtu per Day

**APPENDIX C - GAS TRANSPORTATION AGREEMENT**

**TELEMETRY EQUIPMENT**

**APPENDIX D -  
GAS TRANSPORTATION AGREEMENT  
(APPLICABLE TO INTERRUPTIBLE CUSTOMERS)**

**ALTERNATIVES DURING PERIODS OF INTERRUPTION OR CURTAILMENT**

~~If Shipper is an interruptible Customer, it may select one or more of the "Options" hereinafter described set forth below prior to or during a period of interruption or curtailment or interruption. -These Options set forth below describe means through which how PGS will would attempt to continue deliveries to Shipper during such a period if PGS can do so in a manner that is consistent with the order of priorities of service set forth in its curtailment plan and that will not prevent service to customers in higher priorities of service than Shipper.~~

If PGS is entitled ~~under this Agreement or PGS's FPSC Tariff~~ to interrupt or curtail deliveries to Shipper for reasons other than Force Majeure, PGS will notify Shipper ~~to that effect, about~~ such interruption or curtailment. The notice ~~to will~~ include the estimated duration of the interruption or curtailment and the estimated cost of gas required for PGS to continue deliveries to Shipper ~~during the period of interruption~~. Shipper shall notify PGS in writing within two (2) hours after receipt of PGS's

notice of interruption or curtailment of the option (from Options A through C below) Shipper elects during the period of interruption.

~~Shipper has elected the Option(s) (if any) previously selected by Shipper in writing. If Shipper has failed-fails to make any election in a timely manner, either prior to PGS's notice or during the two-hour period,~~ it shall be conclusively presumed that Shipper has elected Option D below.

The Options are as follows:

Option A (PGS Receipt Point/Shipper's Own Arrangement): Shipper desires PGS to continue deliveries during the period of interruption or curtailment and Shipper agrees to make ~~available for its account (i.e., to make~~ all arrangements necessary to cause the delivery of) at the PGS Receipt Point(s) (1) additional quantities of Gas equal to those quantities which PGS is entitled to interrupt or curtail (2) at the PGS Receipt Point(s).

Option B (Pipeline Release Point/Capacity Release): Shipper desires PGS to continue deliveries during the period of interruption and agrees to make ~~available for its account (i.e., to make~~ all arrangements necessary to cause the delivery of) (1) additional quantities of Gas (including the Retainage) equal to those quantities which PGS is entitled to interrupt or curtail (2) at the applicable point(s) of receipt into [ ] pipeline system—additional quantities of Gas (including the Retainage) equal to those quantities which PGS is entitled to interrupt. In addition, Shipper, and desires PGS to release to Shipper (or to a Supplier designated by Shipper), for the duration of the period of interruption or curtailment and at the maximum rate applicable to the capacity released, primary firm capacity on [ ] sufficient to transport such additional quantities of Gas to the PGS Receipt Point(s). By election of this Option B, Shipper agrees to be responsible for the payment of all charges imposed by [ ] with respect to the capacity so released by PGS to Shipper (or Shipper's Supplier), or the use of such capacity, for the period during which such release is effective. If Shipper elects to continue deliveries during the period of interruption pursuant to this Option B, PGS agrees to release the capacity requested by Shipper if PGS determines in its sole discretion that (i) such capacity is available for release to Shipper during the period of interruption or curtailment, (ii) such release can be accomplished readily and without detriment to PGS's system operations, and (iii) such release is practicable within the time constraints and requirements of [ ] FERC Tariff and the ready availability of PGS staff and resources.

Option C (PGS as Temporary Agent): Shipper desires PGS to continue deliveries during the period of interruption or curtailment, appoints PGS as its agent to acquire (at the PGS Receipt Point(s)) additional quantities of Gas at market-based price, equal to those quantities which PGS is entitled to interrupt or curtail, to be used by Shipper during the period of interruption or curtailment, and agrees to reimburse PGS, in addition to all amounts otherwise payable for Gas pursuant to this Agreement, for the incremental additional per-Therm costs incurred by PGS (as Shipper's agent) to acquire for the account of Shipper, at the PGS Receipt Point(s), Gas to be used by Shipper during the period of interruption or curtailment. As used in this Option C, "incremental additional costs" shall mean the weighted average per-Therm costs incurred by PGS to acquire, for the accounts of Shipper and other interruptible customers of PGS who have elected this Option C during a particular period of interruption, the additional quantities of Gas mentioned above to be used by Shipper and such other interruptible customers of PGS during such period of interruption or curtailment, including but not limited to commodity, transportation, storage and other charges incurred by PGS.

Option D (No Action by Shipper): Shipper agrees to cease taking Gas pursuant to PGS's notice during the period of interruption.

If Shipper has elected to continue deliveries pursuant to one of Options A, ~~Option B~~, or Option C, PGS will, in implementing its interruption or curtailment notice, take and pay for Shipper's Gas as

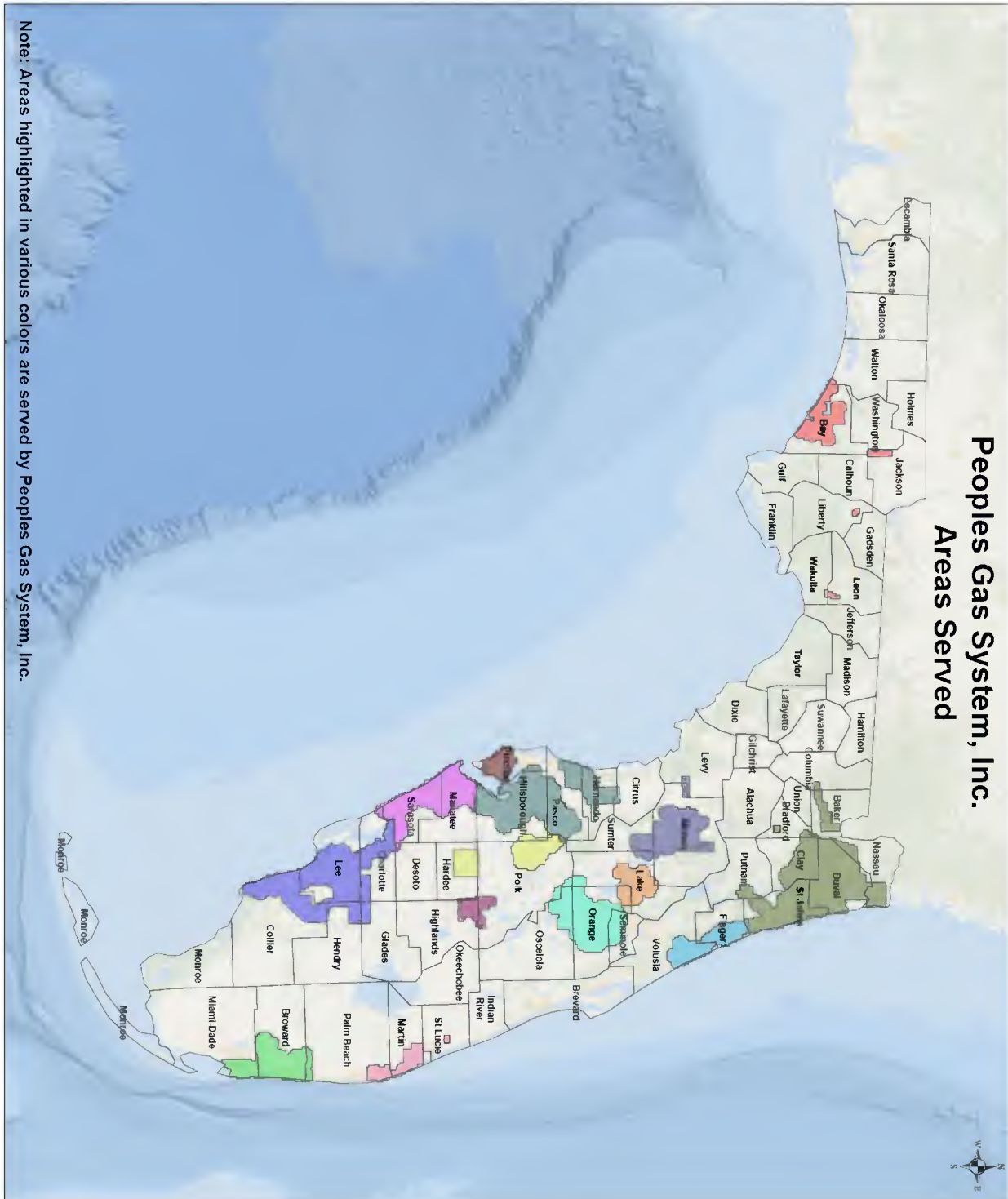
provided in PGS's FPSC Tariff, but will not discontinue deliveries to Shipper unless (i) if Shipper has elected Option A, Shipper fails to make additional Gas available at the PGS Receipt Point(s), or (ii) if Shipper has elected Option B, either (a) PGS has no primary firm capacity on [ ] available for release to Shipper (or Shipper's Supplier) during the period of interruption or curtailment without

detriment to service required by PGS's customers in a curtailment category having a higher priority than Shipper's curtailment category under PGS's curtailment plan, or (b) PGS determines either that the release of capacity contemplated by Option B would not result in Shipper's (or Shipper's Supplier's) being able to make the additional quantities of Gas available at the PGS Receipt Point(s) for delivery to Shipper during the period of interruption or curtailment or that the release of capacity cannot be made pursuant to Option B, or (iii) if Shipper has elected Option C, PGS, having exercised commercially reasonable efforts, is unable to acquire for Shipper's account, at the PGS Receipt Point(s), additional Gas for delivery to Shipper during the period of interruption or curtailment. –In the event of the occurrence of any of the circumstances described in items (i) through (iii), PGS will provide Shipper with not less than two (2) ~~hours' notice~~ hours' notice to cease taking Gas during the period of interruption or curtailment, and Shipper shall not have the benefit of Options A through C above.

**Docket No. 20250029-GU**  
**CLEAN TARIFF VERSION**



Peoples Gas System, Inc.



**Service Territory**

This map depicts the general service territory as it stands today. For more details, see the list of counties and communities served in Section 6.

## RULES AND REGULATIONS

### I

#### INITIATION OF SERVICE

##### A. REQUEST FOR GAS SERVICE

Gas Service may be requested by a prospective Customer by:

1. Verbal, telephonic or electronic request to a business office of the Company (in the case of residential Gas Service), or
2. By submission to Company of a completed Gas Service Agreement (in the case of Gas Service other than residential Gas Service).

##### B. ACCEPTANCE OF REQUEST FOR GAS SERVICE

A Gas Service Agreement shall be deemed to be accepted by the Company when Gas Service pursuant thereto is initiated.

##### C. OBLIGATION OF CUSTOMER AND COMPANY

The terms and conditions of the Customer's Gas Service Agreement, these Rules and Regulations, and the applicable rate schedules shall become binding upon the Customer and Company upon acceptance by the Company of the Customer's Gas Service Agreement.

##### D. MISCELLANEOUS SERVICE CHARGES

Whenever Gas Service is established or re-established at any location, the charges set forth below will be made:

	RESIDENTIAL	OTHER
<b>ACCOUNT OPENING CHARGE</b> (applies only where a change of Customer occurs and Gas Service is not shut off at the premises)	<b>\$31.00</b>	<b>\$31.00</b>
<b>METER TURN ON / SERVICE INITIATION CHARGE</b> (applies where service is inactive)	<b>\$94.00 for initial unit or meter \$36.00 for each additional unit or meter</b>	<b>\$121.00 for initial unit or meter \$54.00 for each additional unit or meter</b>

**RULES AND REGULATIONS (Continued)**

	<b>RESIDENTIAL</b>	<b>OTHER</b>
<p><b>METER RECONNECTION/ SERVICE RESTORATION CHARGE</b> (applies where service has been turned off for cause and includes cost of turn-off)</p>	<p><b>\$100.00 for initial unit or meter \$33.00 for each additional unit or meter</b></p>	<p><b>\$115.00 for initial unit or meter \$43.00 for each additional unit or meter</b></p>
<p><b>TRIP CHARGE/COLLECTION AT CUSTOMER PREMISES</b> (applies when Company's employee, agent, or representative makes a trip to Customer's premises for the purpose of terminating Gas Service or providing final notice of termination for nonpayment of bills)</p>	<p><b>\$25.00</b></p>	<p><b>\$25.00</b></p>
<p><b>FAILED TRIP CHARGE AT CUSTOMER PREMISES</b> (applies when the Customer fails to keep a scheduled appointment with the Company's employee, agent or representative)</p>	<p><b>\$31.00</b></p>	<p><b>\$31.00</b></p>
<p><b>TEMPORARY METER TURN-OFF CHARGE</b> (applies when Company's employee, agent or representative, turns off Customers' meter temporarily at Customer's request)</p>	<p><b>\$33.00 per meter</b></p>	<p><b>\$33.00 per meter</b></p>

Where Gas Service is established outside of normal business hours, by special appointment, or same day service the charges set forth above multiplied by 1.5. Same day service is offered on an as-available basis.

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**RULES AND REGULATIONS (Continued)**

**E. WITHHOLDING OF GAS SERVICE**

Company will refuse to establish Gas Service to any location where it finds that establishment of Gas Service will create an unsafe or hazardous condition on the Customer's premises or affecting the general public.

Company may discontinue Gas Service to an existing Customer or refuse to serve a prospective Customer where such Customer's use of Gas is or will be detrimental or hazardous to the Gas Service supplied to other Customers.

Company may discontinue service to an existing Customer or refuse to establish Gas Service for actions or threats made by a Customer, or anyone on the Customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the Customer reasonable opportunity to cease from any further act of violence or unsafe condition.

Company will not establish Gas Service to any Customer where that Customer is in arrears for Gas Service at that location or another location in the Company's service area.

If a prospective Customer requests connection for Gas Service but denies the Company's employees and representatives access to the Customer's Installation for the purpose of inspecting the appliances prior to establishing Gas Service, the Company may refuse to provide Gas Service to the prospective Customer.

Fraudulent Use of Gas:

Company will discontinue Gas Service without notice:

- a. In the event of tampering with regulators, valves, Meters or other facilities furnished and owned by Company, or
- b. In the event of other fraudulent use of Gas Service.

Whenever Gas Service is discontinued for unauthorized or fraudulent use thereof, the Company, before restoring Gas Service, may require Customer to make, at Customer's expense, all changes in piping or equipment necessary to eliminate the fraudulent use and to pay an amount reasonably estimated as the deficiency (if any) in Company's revenue and all costs incurred by Company resulting from such unauthorized or fraudulent use.

In the event, Gas Service has been discontinued to particular premises and a prior, existing, new or prospective Customer wishes to restore such service, said Customer shall be responsible for any expenses required for the Company to restore service.

As used herein, "costs incurred by Company" shall include the Company's cost to cut and cap the Customer's service line at the Main, together with the cost incurred by the Company to restore service to the Customer, in the event the Company, in order to discontinue service to the Customer pursuant to this section, has been required (after final notice to the Customer requesting payment, and the Customer's denial of access by Company to its meter for the purpose of discontinuing service) to cut and cap the Customer's service line at the Main. If a Customer whose service line has been cut and capped as aforesaid thereafter requests restoration of Gas Service, Company may require such Customer to pay (in addition to any other charges payable pursuant to these Rules and Regulations) all costs incurred by Company to effect the previous discontinuance of Gas Service to such Customer, as well as all costs incurred by Company to restore Gas Service to such Customer.

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II

**CUSTOMER'S INSTALLATION**

**A. GENERAL**

Customer's Installation shall be constructed, installed and maintained in accordance with standard practice as determined by local codes and ordinances applicable thereto, these Rules and Regulations and other applicable governmental requirements; provided, however, that Company shall have no responsibility whatsoever for determining whether any local code or ordinance or any other governmental requirement is applicable to Customer's Installation, or for enforcing or determining whether Customer's Installation is in compliance with any local code or ordinance or any other governmental requirement. A Customer installing a Gas fired electric generator shall also ensure that the installation and operation of such equipment complies with the Tariff and the requirements of the Customer's electric provider. Customer shall be responsible for the installation and maintenance of carbon monoxide or methane gas detectors within the Customer's premises.

The Customer's piping, appliances, equipment and apparatus shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled, and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for such apparatus or device.

Customer shall give immediate notice to the Company when any leakage of Gas is detected, discovered, or suspected. Whenever a leakage of Gas is suspected, detected, or discovered, Customer agrees not to use any potential source of ignition, such as flame, electrical source, or other igniting medium in the proximity of escaping Gas, which could ignite such Gas.

**B. INSPECTION OF CUSTOMER'S INSTALLATION**

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

Company may also inspect Customer's Installation prior to rendering Gas Service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render (and may discontinue) Gas Service to any Customer Installation which Company finds to be hazardous. Customer has sole responsibility to insure that the hazardous condition has been corrected prior to initiation of Gas Service.

III

**DEPOSITS (Continued)**

2. a. tampered with the Gas Meter; or
- b. used service in a fraudulent or unauthorized manner.

**G. REFUND OF DEPOSIT WHEN GAS SERVICE IS DISCONNECTED**

Upon termination of Gas Service, a cash deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly (in no event later than fifteen (15) days after Gas Service is discontinued) to the Customer or agency.

**H. RETURNED CHECKS**

If the Customer's check for Gas Service is returned to the Company and not paid by the drawer's bank, the Company will follow the procedures set forth in Section 832.07, Florida Statutes. Termination of Gas Service shall not be made for failure to pay such returned check charge.

IV

**BILLING**

**A. BILLING PERIODS**

Bills for Gas Service will be rendered each month. Bills shall be considered received by Customer when mailed to the most recent billing address supplied by Customer to Company or by other delivery method used by the Company to reach the Customer.

It is the Customer's (both sales service and transportation service Customers) 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 Gas Service.

**B. INITIAL OR FINAL BILLS**

When the period of Gas Service for which an initial or final bill is rendered is less than fifty (50) percent of the normal billing period, the Customer charge or minimum bill shall be one-half (1/2) of the charge per applicable rate schedule. When the period of Gas Service is fifty (50) percent or more of the normal Billing Period, there shall be no reduction in the Customer charge or minimum bill. The distribution charge for Gas consumed shall be at the applicable billing rate.

**C. NON-RECEIPT OF BILLS**

Failure of Customer to receive a bill shall not relieve Customer of its obligation to pay the bill.

**D. METER READINGS NOT COMBINED**

If a Customer takes Gas Service under more than one rate schedule at a single delivery point, the bill shall be calculated separately for the Gas Service provided under each such rate schedule.

If a Customer takes Gas Service under one or more rate schedules at two or more Points of Delivery, a bill shall be calculated separately for Gas Service provided under each rate schedule at each Point of Delivery.

If Company must, for reasons of its convenience, establish more than one Point of Delivery at a single premise, the readings of the Meters for like classes of service will be combined.

**E. DELINQUENT BILLS**

A bill shall be considered delinquent if payment thereof has not been received by Company (or an Authorized Payment Agent of the Company) upon the expiration of twenty (20) days from the date of Company's mailing or other delivery of such bill. Charges for services due and rendered which are unpaid as of the past due date may be subject to a Late Payment Charge of 1.5 percent, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge may be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a matter permitted by applicable law.

## BILLING (Continued)

Essential Service Customer of the scheduled disconnect date. The Company may thereafter discontinue Gas Service to the Medically Essential Service Customer on the scheduled disconnect date if payment is not made on or before such date.

During the period that Gas Service is continued under the provisions of this section, the Customer shall continue to be responsible for the cost of the residential Gas Service.

### H. ADJUSTMENT OF BILLS FOR METER ERROR

Whenever a Meter is found to have an average error as defined in Commission Rule 25-7.062, FAC, of more than two percent (2%) fast, Company will refund to Customer the amount billed in error for one-half the period since the last Meter test. This one-half period will not exceed twelve (12) months unless it can be shown that the error was due to some cause, the date of which can be fixed, in which case the overcharge will be computed back to, but not beyond, such date, based upon available records. If the Meter has not been tested in accordance with Commission Rule 25-7.064, FAC, the period for which it has been in service beyond the regular test period will be added to the twelve (12) months in computing the refund. The refund will not include any part of any minimum or Customer charge.

Except as provided by this subsection, Company may back bill Customer in the event that a Meter is found to be slow, non-registering or partially registering. 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 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 Company may back bill only for the lesser period of time. In any event, Customer may extend the payments of the back bill over the same amount of time for which Company issued the back bill.

1. Whenever a Meter tested is found to have an average error of more than two percent (2%) slow, Company may bill Customer an amount equal to the unbilled error in accordance with this subsection. If Company has required a Meter test deposit as permitted under Commission Rule 25-7.065(2), FAC, Customer may be billed only for the portion of the unbilled error which is in excess of the deposit retained by Company.
2. In the event of a non-registering or a partially registering Meter, unless the provisions of subsection (3) of this rule apply, Customer may be billed on an estimate based on previous bills for similar usage.
3. 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 shall be that percentage of error as determined by the test.
4. In the event of unauthorized use, Customer may be billed on a reasonable estimate of the Gas consumed.



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**BILLING (Continued)**

**I. BUDGET BILLING PLAN (optional)**

Residential Customers (RS) and non-Residential Customers served under Rate Schedules SGS, CS-GHP, GS-1, GS-2, and GS-3 may elect to make budgeted monthly payments of amounts due the Company to help stabilize their monthly payments. To qualify for the Budget Billing Plan, a customer must be in good financial standing. In determining whether a Customer is in good financial standing, the Company will consider such factors as whether the Customer has an overdue balance, whether the Customer has a pending service disconnection for non-payment, whether the Customer has a history of late payment or returned payments for insufficient funds, or other similar factors. The Company shall have 30 days following a Customer's request to participate in the Budget Billing Plan to deny or implement participation in the program. The Company retains the option to remove customers from the program if customers do not remain in good financial standing.

If a Customer requests to participate in the program, the initial budgeted payment amount will be based on an average of the previous twelve (12) months consumption. If the Customer has not received Gas Service from the Company at the requesting location for the preceding twelve (12) months, the Company may deny enrollment. After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the payment from time to time, and the Company may begin charging the recalculated amount on the Customer's next successive bill. The Company will perform periodic reviews.

Any current and total deferred balance will be shown on the Customer's bill. When a Customer's budgeted payment amount is recalculated, any deferred credit balance will be credited to the Customer's account only during an annual true-up period; any deferred debit balance will be embedded into the Customer's budgeted monthly payment amount.

An electing Customer's participation in the Budget Billing Plan will be continuous unless the customer requests that participation in the plan be terminated, Gas Service is terminated, or the Company elects to terminate the customer from participating in the program. At that time of termination, the Customer shall settle their account with the Company in full; customers who remain a Customer of the Company 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 customer may request that participation be terminated at any time. Any Customer terminated from the program by the Company or any Customer who voluntarily terminates participation in the program may not rejoin the program for at least twelve (12) months.

## **BILLING (Continued)**

### **J. SUMMARY BILLING PLAN (optional)**

A Customer with ten (10) or more Company accounts and no bill in arrears may request a single statement for the billing and payment of those accounts under this Summary Billing Plan. With Summary Billing, the Customer designates which accounts are to be included in the plan. Those accounts may be separated into groups each of which will be billed once a month on cycle billing days as designated by the Company.

The Company will read each meter and calculate a billing amount for each account separately. The billing amount for each of the designated accounts will be totaled on a Summary Billing statement, with each of the individual account bills attached as backup, and a single totaled bill will be included for remittance. Summary bills are due when rendered. If the summary bill is not paid in full within ten (10) days after mailing or other delivery method used by the Company to reach the Customer, the Customer may be removed from the Summary Billing Plan.

**V**

**MEASUREMENT**

**A. METERS**

Company will own, operate and maintain the Meters and regulating equipment needed to accurately measure Gas Service provided to Customer.

Customer will provide a convenient, accessible, and safe location, satisfactory to Company, for installation of necessary Meters, regulators, and ancillary equipment.

Customer will safeguard Company's facilities on Customer's property and will not permit unauthorized persons to tamper with such facilities or otherwise operate or alter them in any manner.

If changes in conditions on Customer's premises adversely affect the convenience, accessibility, or safety of the Meter location, the Customer shall be responsible for the cost of relocating the Meter, its appurtenances, and related piping.

All Gas delivered to Customers 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, and temporary or special installations, in which case the consumption may be calculated or billed on a rate or as provided in the Company's filed Tariff.

**B. TYPE OF METERING PROVIDED**

1. Except as provided in paragraph (2) below, each separate occupancy unit (as defined in Commission Rule 25-7.071, FAC) for which construction commenced after January 1, 1987, shall be individually metered.
2. Individual Meters shall not be required, and master metering is permitted, for separate occupancy units where dimensions or physical configurations of the units are subject to alteration; where Gas is used in central heating, water heating, ventilating and air conditioning systems, or Gas back up service to storage heating and cooling systems; in specialized-use housing accommodations such as hospitals and other health care facilities specified in Commission Rule 25-7.071, FAC, college dormitories, convents, sorority or fraternity houses, motels, hotels and similar facilities; in specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established; in marinas where living aboard is prohibited by permanent means; or where individual Gas Service would otherwise be required above the second story, in accordance with Commission Rule 25-7.071, FAC.
3. When individual metering is not required and master metering is used, submeters may be purchased and installed at Customer's request and expense, for use in allocating solely the cost of Gas billed by Company for Gas Service at the master Meter.

**C. METER ACCURACY AT INSTALLATION**

All Meters, when installed, shall be not more than 1 percent fast or 1 percent slow and will have been tested not more than twelve (12) months prior to being installed.

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**MEASUREMENT** (Continued)

**D. METER TESTS**

Company will periodically test Meters to ensure they properly and accurately measure the Gas Service provided to Customer.

**E. METER TEST BY REQUEST**

1. Upon written request of a Customer, the Company shall, without charge, make a test of the accuracy of the Meter in use at the Customer's premises; provided, first, that the Meter has not been tested by Company or by the Commission within twelve (12) months previous to such request and, second, that Customer agrees to accept the results of such test as the basis for the adjustment of disputed charges.
2. Should the Customer request a Meter test more frequently than once a year, the Company may require a deposit to defray the cost of testing in accordance with Commission Rule 25-7.065(2), FAC, and such deposit not to exceed the following for each test: (a) Meters with a capacity rating of 250 cfh or less - \$34.00 dollars; (b) Meters with a capacity rating of over 250 cfh through 2500 cfh - \$85.00 dollars; (c) Meters with a capacity rating over 2500 cfh - \$129.00 dollars. If the Meter is found to be more than two percent fast, the deposit shall be refunded, but if below this accuracy limit, the deposit may be retained by Company as a service charge for conducting the test.
3. If Customer so desires, he or his authorized representative may witness the test. A written report, giving the results of the test, shall be furnished to Customer upon request.
4. At the request of the Customer, the Company shall make arrangements for a meter test to be conducted by an independent meter testing facility of the Customer's choosing. Where appropriate, the meter may be field tested. The Customer shall be responsible for all the costs to the Company associated with a meter test by an independent meter testing facility. The Company shall provide a detailed estimate of such costs and may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by these rules, such costs shall be refunded, but if within the allowable limits, the Company may retain the costs.

**F. METER TEST - REFEREE**

1. Upon written application to the Commission by a Customer, a test of the Customer's Meter will be made or supervised as soon as practicable by a representative of the Commission.
2. A Meter shall not be disturbed after Company has received notice that application has been made for such referee test unless a representative of the Commission is present or unless authority to do so is first given in writing by the Commission or by Customer.
3. A written report of the results of the test will be made by the Commission to Customer.

## VII

### LIMITS OF COMPANY'S RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premises resulting from the Customer's Installation or fittings, appliances and apparatus of any other type on Customer's premises, including, but not limited to, defects or failure of Customer to maintain Customer's premises which allow Gas leakage. The Company will not be responsible for the use, care or handling of Gas once the Gas passes the Point of Delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the source, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to Customer. The Company shall not be liable for any loss or damage caused by variation in Gas pressure, defects in pipes, connections and appliances, escape or leakage of Gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of Gas to any Customer.

Whenever Company deems an emergency or system operating condition warrants interruption, curtailment or other limitation of the Gas Service being rendered, such interruption, curtailment or other limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered as a result of such interruption, curtailment or other limitation of Gas Service, or excuse Customer from continuing to fulfill its obligations to Company.

## VIII

### CONTINUITY OF SERVICE

The Company will use reasonable diligence at all times to provide regular, uninterrupted Gas Service, and shall not be liable to the Customer for any fatality, injury to person, or loss of or damage to property arising from causes beyond its control or from the ordinary negligence of the Company, its employees, servants or agents, including, but not limited to, damages for Gas leakage, complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in Gas flow, for delay in providing or restoring Gas Service, for termination of Gas Service, or for failure, as the result of an emergency or a Force Majeure event, to warn of interruption of Gas Service.

## IX

### LIMITATION ON CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, neither the Company, nor their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, shall be liable to the Customer or any other party or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, for (i) claims, suits, actions or causes of action for incidental, indirect, special, punitive, unforeseen, multiple or consequential damages connected with or resulting from Company's performance or non-performance (such as loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, costs to repair or demolish property, governmental fines, penalties or charges, diminution in value of real property, or expenses to restore operations, or loss of goods or products), or (ii) any actions undertaken in connection with or related to service under this Tariff, including without limitation, actions which are based upon causes of action for breach of contract, tort (including negligence and misrepresentation), breach of warranty, strict liability, statute, operation of law, under any indemnity provision or any other theory of recovery.

**X**

**INDEMNITY TO COMPANY**

- A. General. The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss or damage or injury to person or property or for fatality, in any manner directly or indirectly connected with or arising out of the transmission, distribution or use of Gas by the Customer at or on the Customer's side of the Point of Delivery, including the contributory or concurrent negligence of the Company or in any manner directly or indirectly connected with or arising out of the Customer's acts or omissions.
- B. Governmental. Notwithstanding anything to the contrary in the Company's Tariff, including these Rules and Regulations, the Rate Schedules, and Standard Forms, any obligation of indemnification therein required of a Customer that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."

**XI**

**APPEALS TO THE COMMISSION**

Whenever the application of these rules and regulations appear to be unjust or impractical either the Company or the Customer may request permission from the Commission for an exception.

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COUNTIES AND COMMUNITIES SERVED

COUNTIES

COMMUNITIES

Baker County

Glen St. Mary  
Macclenny  
Sanderson  
Unincorporated Baker County

Bay

Callaway  
Lynn Haven  
Panama City<sup>1</sup>  
Panama City Beach  
Parker  
Springfield  
Tyndall Air Force Base  
Unincorporated Bay County

Bradford

Starke  
Unincorporated Bradford County

Broward

Coconut Creek  
Cooper City  
Coral Springs  
Dania  
Dania Beach  
Davie  
Deerfield Beach  
Fort Lauderdale  
Hallandale Beach  
Hollywood  
Lauderdale-By-The-Sea  
Lauderdale Lakes  
Lauderhill  
Lighthouse Point  
Margate  
Miramar  
North Lauderdale  
Oakland Park  
Parkland  
Pembroke Park  
Pembroke Pines  
Plantation  
Pompano Beach  
Sea Ranch Lakes  
Southwest Ranches  
Tamarac  
Weston  
Wilton Manors  
Unincorporated Broward County

<sup>1</sup>Designates location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff.  
For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 932-6747

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Charlotte

Babcock Ranch  
Englewood  
North Port  
Port Charlotte  
Punta Gorda  
Unincorporated Charlotte County

Clay

Fleming Island  
Green Cove Springs  
Maxville  
Middleburg  
Orange Park  
Unincorporated Clay County

Collier

Marco Island  
Naples  
Unincorporated Collier County

Columbia

Lake City  
Unincorporated Colombia County

Desoto

Unincorporated Desoto County

Duval

Atlantic Beach  
Baldwin  
Jacksonville<sup>1</sup>  
Jacksonville Beach  
Neptune Beach  
Unincorporated Duval County

Flagler

Bunnell  
Flagler Beach  
Palm Coast  
Unincorporated Flagler County

Hardee

Zolfo Springs  
Unincorporated Hardee County

Hendry

Labelle  
Unincorporated Hendry County

Hernando

Brooksville  
Spring Hill  
Weeki Wachee  
Unincorporated Hernando County

<sup>1</sup>Designates location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff.  
For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 832-6747



COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Miami-Dade

Aventura  
Bal Harbour  
Bay Harbor Islands  
Biscayne Park  
El Portal  
Golden Beach  
Indian Creek Village  
Miami<sup>1</sup>  
Miami Beach  
Miami Gardens  
Miami Shores  
North Bay Village  
North Miami  
North Miami Beach  
Sunny Isles Beach  
Surfside  
Unincorporated Miami-Dade County

Nassau

Bryceville  
Fernandina Beach  
Unincorporated Nassau County

Okeechobee

Unincorporated Okeechobee County

Orange

Apopka  
Belle Isle  
Edgewood  
Golden Oak  
Lake Buena Vista  
Maitland  
Orlando<sup>1</sup>  
Pine Castle  
Tangerine  
Winter Garden  
Winter Park  
Zellwood  
Unincorporated Orange County

<sup>1</sup>Designates location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff.  
For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 832-6747

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Union

Unincorporated Union County

Volusia

Daytona Beach  
Daytona Beach Shores  
Holly Hill<sup>1</sup>  
Ormond Beach  
Port Orange  
South Daytona  
Unincorporated Volusia County

Wakulla

Crawfordville  
Unincorporated Wakulla County

<sup>1</sup> Designated location of Local Operations Center

Peoples Gas System, Inc. may extend service to other areas pursuant to the terms and conditions set forth in this Tariff. For further information regarding service areas, contact customer service at:  
(877) TECO-PGS / (877) 832-6747

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## RESIDENTIAL SERVICE Rate Schedule RS

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas Service for residential purposes in individually metered residences and separately metered apartments. Also, for Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowners associations, (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator), subject to the following criteria:

1. 100% of the Gas is used exclusively for the co-owner's benefit.
2. None of the Gas is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each Point of Delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said services.
5. RS-GHP refers to any Residential Customer utilizing a gas heat pump ("GHP") for heating and cooling.

Customers receiving service under this schedule will be classified for billing purposes according to annual usage as follows:

<u>Billing Class</u>	<u>Annual Consumption</u>
RS-1	0 – 99 Therms
RS-2	100 – 1,999 Therms
RS-GHP	All Therms

**Monthly Rate:**

<u>Billing Class</u>	<u>Customer Charge</u>
RS-1	\$26.50 per month
RS-2	\$35.50 per month
RS-GHP	\$56.00 per month

Distribution Charge: \$0.46319 per Therm for RS-1 and RS-2  
\$0.12617 per Therm for RS-GHP

Minimum Bill: The Customer charge.

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**RESIDENTIAL SERVICE** (Continued)

Note 1 – Company’s Budget Billing Plan is available to eligible Customers receiving Gas Service pursuant to this rate schedule (See Sheet No. 5.401-3).

The bill for the Therms billed under this schedule shall be increased in accordance with the provisions of the Company’s Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

**Special Conditions:**

1. The rates set forth under this schedule shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
2. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
3. Service under this schedule for the RS-1 Billing Class is subject to an annual volume review by the Company. If reclassification to another billing class is appropriate such classification will be prospective.
  - a) Each year, the Company will review active residential Gas Service consumption for Billing Class RS-1 to determine whether the prior 12 months of consumption was within that class’s consumption band.
  - b) If consumption is 10 percent or more over the consumption parameters for the RS-1 Billing Class (“10 percent band”), the Company will re-assign the Customer to the RS-2 Billing Class.
  - c) If the Customer’s consumption exceeds the consumption parameters for the RS-1 Billing Class but is less than the 10 percent band for the RS-1 Billing Class for the most recent 12 months of consumption, the Customer will remain on the assigned RS-1 Billing Class. If the same result occurs for two consecutive annual volume review cycles, the Company will re-assign the Customer to the RS-2 Billing Class.
  - d) Once a Customer is classified or reclassified to the RS-2 Billing Class, no further annual reclassification will occur, and the Customer shall remain in the RS-2 Billing Class regardless of annual consumption.
  - e) All new customers, or customers without 12 months of usage, will automatically be placed in the RS-2 Billing Class.
4. The rates set forth under this schedule shall be subject to the operation of the Company’s Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
5. The rates set forth under this schedule shall be subject to the operation of the Company’s Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
6. The rates set forth under this schedule shall be subject to the operation of the Cast Iron Bare Steel Replacement Rider Surcharge set forth on Sheet Nos. 7.806 through 7.806-3.

7. A RS-GHP Customer with an annual consumption in excess of 1,999 Therms shall be eligible for transportation service under Rider NCTS.
8. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.

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**SMALL GENERAL SERVICE  
Rate Schedule SGS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any non-residential Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 0 through 1,999 Therms per year or less. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge: \$63.00 per month

Distribution Charge: \$0.50314 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives transportation service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth of Sheet No. 7.101-5.

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**GENERAL SERVICE - 1**  
**Rate Schedule GS-1**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 2,000 through 9,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge: \$81.00 per month

Distribution Charge: \$0.45657 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 2**  
**Rate Schedule GS-2**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 10,000 through 49,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.

**Monthly Rate:**

Customer Charge: \$151.00 per month

Distribution Charge: \$0.43590 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.



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**GENERAL SERVICE - 3**  
**Rate Schedule GS-3**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 50,000 through 249,999 Therms per year or RNG delivered into Company's system by any Customer delivering 50,000 through 249,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS and may be eligible for transportation service under Rider ITS.

**Monthly Rate:**

Customer Charge: \$615.00 per month

Distribution Charge: \$0.38678 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 4**  
**Rate Schedule GS-4**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using 250,000 through 499,999 Therms per year or RNG delivered into Company's system by any Customer delivering 250,000 through 499,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS or Rider ITS.

**Monthly Rate:**

Customer Charge: \$1,272.00 per month

Distribution Charge: \$0.35146 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**GENERAL SERVICE - 5**  
**Rate Schedule GS-5**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer (except a Customer whose only Gas-consuming appliance or equipment is a standby electric generator) using a minimum of 500,000 Therms per year or more at one billing location or RNG delivered into Company's system by any Customer delivering a minimum of 500,000 Therms per year or more at one billing location.

A Customer eligible for service under this rate schedule is eligible for transportation service under either Rider NCTS or Rider ITS.

**Monthly Rate:**

Customer Charge: \$2,805.00 per month

Distribution Charge: \$0.23898 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under either the Company's Rider NCTS or Rider ITS. Company's Purchased Gas Adjustment Clause shall not apply to bills for Therms of RNG delivered into Company's system.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. Except in the case of Therms of RNG delivered into the Company's system, the rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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## COMMERCIAL STREET LIGHTING SERVICE Rate Schedule CSLS

### Availability:

Throughout the service areas of the Company.

### Applicability:

Gas delivered for use in commercial street lighting devices for public or private use in common areas around subdivisions, complexes, streets, highways or roadway lighting. To qualify for this rate, Customer must have at least ten (10) Gas street lights or a total of forty (40) individual mantles installed and separately metered from other gas-using equipment. A Customer eligible for service under this rate schedule is eligible for transportation service under the Company's Rider NCTS.

### Monthly Rate:

Distribution Charge: \$0.42612 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under Rider NCTS.

### Special Conditions:

1. When the Customer receives service under the Company's Natural Choice Transportation Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
3. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
4. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
6. Service under this schedule will require one street light to be metered per account. The metered volume multiplied by the number of lights will equal total Therm usage per month.

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**RESIDENTIAL STANDBY GENERATOR SERVICE  
Rate Schedule RS-SG**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer otherwise eligible to receive Gas Service under Rate Schedule RS whose only Gas-consuming appliance or equipment is a standby electric generator.

**Monthly Rate:**

Customer Charge:	\$41.00
Distribution Charge:	\$0.58931 per Therm
Minimum Monthly Bill:	The Customer charge

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

**Special Conditions:**

1. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2 and will apply to each Therm delivered to Customer during a Billing Period.
2. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.
3. The rates set forth in this Tariff shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.
4. Subject to Special Condition 5 below, a Customer receiving Gas Service under this schedule shall remain obligated to remain on this schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless customer terminates Gas Service at the end of any 12-month period.
5. If Customer installs an additional Gas appliance at the premise at which service is provided hereunder, then Customer will be transferred to the otherwise applicable rate schedule.

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**COMMERCIAL STANDBY GENERATOR SERVICE  
Rate Schedule CS-SG**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Customer eligible to receive Gas Service under Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4 or GS-5 whose only Gas-consuming appliance or equipment is a standby electric generator.

**Monthly Rate:**

Customer Charge:	\$70.00
Distribution Charge:	\$0.38361 per Therm
Minimum Monthly Bill:	The Customer charge

1. The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider NCTS.

**Special Conditions:**

1. When the Customer receives transportation service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3
2. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2 and will apply to each Therm delivered to Customer during a Billing Period.
3. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.4 and will apply to each Therm delivered to Customer during a Billing Period.
4. The rates set forth in this Tariff shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5 and will apply to each Therm delivered to Customer during a Billing Period.

---

**COMMERCIAL GAS HEAT PUMP SERVICE  
RATE SCHEDULE CS-GHP**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Gas delivered to any Commercial Customer utilizing a Gas Heat Pump for heating and cooling.

**Monthly Rate:**

Customer Charge:	\$64.00 per month
Distribution Charge:	\$0.26394 per Therm
Minimum Bill:	The Customer charge

**Special Conditions:**

1. The gas provided for GHP would be separately metered and would appear separately on Customer bills.
2. The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless the customer receives transportation service under the Company's Rider NCTS.
3. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth in Sheet No. 7.101-2.
4. When the Customer receives service under the Company's Natural Choice Transportation Service Rider (Rider NCTS), the rates set forth above shall be subject to the operation of the Company's Swing Service Charge set forth on Sheet No. 7.101-3.
5. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
6. A contract for an initial term of one year may be required as a condition precedent to service under this schedule, unless an extension of facilities is involved, in which case the term of the contract shall be the term required under the agreement for the facilities extension.
7. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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**WHOLESALE SERVICE - FIRM  
Rate Schedule WHS**

**Availability:**

For other Gas distribution or electric utility companies throughout service areas of the Company.

**Applicability:**

Service under this schedule will only be rendered when the Company has sufficient Gas and interstate pipeline capacity to meet all its other needs during the term of the sale under this schedule. Firm Gas Service for other Gas utility's residential or commercial resale or for use by an electric utility for its own consumption. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

**Monthly Rate:**

Customer Charge:	\$888.00 per month
Distribution Charge:	\$0.29347 per Therm
Minimum Bill:	The Customer charge

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

**Special Conditions:**

1. An executed contract for a period of at least one year is required as a condition precedent to service hereunder.
2. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
3. If any facilities other than metering and regulating equipment are required to render service under this schedule, the Customer shall pay for these facilities prior to the commencement of service.
4. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
5. The rates set forth above shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
6. The rates set forth under this schedule shall be subject to the operation of the Cast Iron Bare Steel Replacement Rider Surcharge set forth on Sheet Nos. 7.806 through 7.806-3.



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**SMALL INTERRUPTIBLE SERVICE  
Rate Schedule SIS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Interruptible Service for non-residential commercial or industrial service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 1,000,000 through 3,999,999 Therms per year. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: \$3,259.00 per month

Distribution Charge: \$0.13451 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but shall not be less than one year.
2. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.
3. The rates set forth above shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

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## INTERRUPTIBLE SERVICE Rate Schedule IS

### Availability:

Throughout the service areas of the Company.

### Applicability:

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 4,000,000 through 49,999,999 Therms per year (see Special Condition 7). A Customer eligible for service pursuant to this rate schedule is also eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

### Monthly Rate:

Customer Charge: \$3,652.00 per month

Distribution Charge: \$0.06751 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under the Company's Rider ITS.

Minimum Bill: The Customer charge.

### Special Conditions:

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but shall not be less than one year.
2. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.

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**INTERRUPTIBLE SERVICE - LARGE VOLUME  
Rate Schedule ISLV**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 50,000,000 Therms per year or more. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: \$4,024.00 per month

Distribution Charge: \$0.01751 per Therm

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1, unless Customer receives transportation service under Company's Rider ITS.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of the agreement shall be set forth therein but not less than one year.
2. If the Customer's requirement for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.

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**CONTRACT INTERRUPTIBLE SERVICE**  
**Rate Schedule CIS**

**Availability:**

Throughout the Service Areas of the Company.

**Applicability:**

Interruptible Gas for non-residential commercial or industrial use. Service under this schedule is subject to interruption or curtailment at the sole discretion of the Company at any time and is available to Customers using 100,000 Therms per year or more. A Customer eligible for service pursuant to this rate schedule is also eligible for transportation service under Rider ITS.

Service will be provided by the Company based on available pipeline capacity and the Customer delivering suitable Gas into the Company's distribution system.

**Monthly Rate:**

Customer Charge: Equal to the otherwise applicable Customer Charge based on annual consumption.

Distribution Charge:

An amount not less than \$.01 per Therm nor greater than 90 percent of the currently applicable firm rate; provided however, that at any time during which the cumulative surpluses determined for all prior determination periods under the Competitive Rate Adjustment Clause (Non-West Florida Region) (see Sheet No. 7.101-5) equal or exceed the cumulative shortfalls determined for all prior determination periods under such clause, the distribution charge shall not exceed the distribution charge established for service under Rate Schedule IS in Company's last base rate proceeding. Unless changed by Company pursuant to this Rate Schedule, the distribution charge shall be equal to the applicable interruptible rate.

The "currently applicable firm rate" as used herein means the distribution charge prescribed in the otherwise applicable rate schedule, adjusted pursuant to the Competitive Rate Adjustment Clause (Non-West Florida Region) set forth on Sheet No. 7.101-5.

The distribution charge 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 and availability of Customer's designated alternate fuel; bypass opportunities; economic development; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the distribution charge as it deems necessary or appropriate to meet competition

**CONTRACT INTERRUPTIBLE SERVICE (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this Tariff.
6. In instances where the Customer is able to demonstrate the ability and intent to bypass the Company's distribution system and purchase Gas or another source of energy from an alternate supplier or for economic development purposes, 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 ratepayers.
7. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

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**OFF-SYSTEM SERVICE  
Rate Schedule OSS**

**Availability:**

Throughout the service areas of Company, and of any interstate or intrastate natural gas pipeline serving the Company (collectively, the "Pipelines").

**Applicability:**

Interruptible Gas delivered by Company through the facilities of a Pipeline, using Company's transportation capacity rights on such Pipeline, to any person not connected to Company's distribution system.

This Tariff is applicable to both bundled and unbundled gas service, i.e. interstate or intrastate Pipeline capacity only that is released by Company pursuant to Transporter's FERC gas tariff as well as interstate or intrastate Pipeline capacity that is bundled with natural gas supply and subsequently delivered by the Company to the Customer.

**Monthly Rate:**

Customer Charge:	None
Transaction Charge:	\$100.00 per transaction
Distribution Charge:	

For all Scheduled Quantities (as such term is defined in Special Condition 5 below), an amount not less than \$.000 per Therm which Distribution Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The "currently applicable firm rate", as used herein, means the distribution charge prescribed in the firm rate schedule which would apply if the daily sales represented by a transaction under this rate schedule were annualized.

The Distribution Charge for service pursuant to this rate schedule 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 and availability of Customer's designated alternate fuel; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Distribution Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have no obligation to do so; provided, however, that the Distribution 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 cost per Therm of any Gas delivered to Customer pursuant to this rate schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation.

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**NATURAL CHOICE TRANSPORTATION SERVICE (Continued)**

9. Except as modified by the provisions set forth above, service under this Rider shall be subject to the Rules and Regulations set forth in this Tariff.
10. If a Customer receiving service pursuant to this Rider has annual consumption greater than or equal to 500,000 therms annually, then the Company will install and maintain facilities for remote monitoring of the Customer's hourly gas flow. The Customer will reimburse the Company for the expense incurred for the investment in and installation of these facilities.
11. A Pool Manager may terminate Gas supply to a Customer pursuant to this Rider electronically via Company's website prior to the sixteenth day of the month as of which such termination will commence on the first day of the Customer's billing period of the next calendar month following receipt by the Company of the aforesaid electronic termination. In the event of non-payment by Customer for charges due, a Pool Manager may terminate Gas supply to a Customer by giving five business days written notice to Company prior to the first day of the month as of which such termination is to be effective. Any such notice shall be accompanied by (a) documentary evidence of the Customer's failure to make payment for a period of at least 60 days, (b) Pool Manager's affidavit that it has made commercially reasonable and good faith efforts to collect the amount due, and (c) a non-refundable termination fee of \$62.00 per account number. A Customer whose Gas supply is terminated by a Pool Manager pursuant to this special condition will automatically return to sales service provided by Company until such time as the Customer elects, subject to the conditions of this Rider, to receive service hereunder through a different Pool Manager. Additional deposit may be required from the Customer to return to sales service.
12. 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 or Customer's Pool Manager) 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 Gas Service.

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**INDIVIDUAL TRANSPORTATION SERVICE RIDER  
RIDER ITS**

**Availability:**

Throughout the service areas of the Company, subject to the Special Conditions set forth herein.

**Applicability:**

To firm or interruptible individual transportation service for any non-residential Customer who uses 500,000 therms per year or more and owns Gas that is made available for individual transportation service on the Company's system under Rate Schedules GS-5, WHS, SIS, IS, ISLV, and CIS.

**Monthly Rate:**

The Monthly Rate set forth in the applicable rate schedule, based on the annual Therm usage of, and character of service elected by, the Customer, plus an Individual Transportation Administration Fee of \$313.80 per month per meter.

**Special Conditions:**

1. Definitions: As used in this Rider or in a Gas Transportation Agreement, the following terms have the meanings set forth below:

"Actual Takes" means, for a specified period of time, the quantity of Gas passing through the meter(s) at the PGS Delivery Point(s) of Customer (as defined in the Customer's Gas Transportation Agreement).

"Customer" means the person or entity which executes a Gas Transportation Agreement providing for individual transportation service hereunder.

"Daily Imbalance Amount" means, for a Day, the positive or negative whole number determined by subtracting the Actual Takes for the Day from the Scheduled Quantities for the Day.

"Day" means a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"FGT" means Florida Gas Transmission Company, a Delaware corporation, and its successors and assigns.

"Gas Transportation Agreement" means an agreement between Company and an individual transportation Customer, the basic form of which is set forth on Sheets Nos. 8.114 through 8.114-8, which specifies the term for which it is effective and contains such reasonable provisions for termination as to which Company and Customer may agree.





**Gas Service Agreement**

No. \_\_\_\_\_

Business Partner Name (Customer)		Phone	Cell Phone	E-mail					
Service Address		City	State	Zip					
Doing Business As (DBA)		City Limits (Enter Yes or No)	County Name						
Mailing Address		City	State	Zip					
Contact Name		Phone	E-mail						
Federal ID	Tax Exempt (Yes or No)	Date Service Line Requested		Date Gas Service Requested					
Field Contact Name		Phone	E-mail						
<b>SALES INSTRUCTIONS/REMARKS</b>			<b>SERVICE TYPE</b>						
Gas Deposit and Turn-on Charge due on first bill.			Main (Enter On or Off)						
			New (N), Added Load (AL),						
			Conversion (Co)						
			Residential (RA)	Manifold (MA)					
			Residential (R), Commr (C)						
Industrial (I)		Rate Class							
<b>FINANCIAL INFORMATION</b>									
<b>QTY</b>	<b>APPLIANCE TYPE</b>	<b>PEAK HR DEMAND CFM</b>	<b>ANNUAL THERMS PRESENT</b>	<b>ANNUAL THERMS ADDITIONAL</b>	<b>PRESSURE T EQPT</b>	<b>AMOUNT NOW DUE</b>		<b>DUE ON FIRST BILL</b>	
						Aid to Construction (Non-Refundable)		Gas Deposit	
						Construction Deposit		Turn-on Charge	
						Prepayment			
						Balance Due			
<b>OTHER SERVICES</b>									
						Other		Other	
						Other		Other	
						Other		Other	
<b>PGS REMARKS</b>									
<b>TOTAL</b>									
<b>TO BE COMPLETED BY PGS ONLY</b>									
Meter Size	Regulator Size	BP#				CA#			
System Pressure	Delivery Pressure	Premise#				Install#			
Conversion Propane Company	Meter#					Project#			
Franchise Code	Route/Cycle#					Connection Object#			
Device Location#	Notification#								
Related Premise#									
I have read all of the terms and conditions on the second page and agree to them.									
Business Partner Customer Signature				Sales Rep Signature			Sales Rep ID #		
Business Partner Customer Printed Name				Sales Rep Printed Name			Date		

PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE

PHONE #: 1-877-832-6747

Gas Service Agreement No.

Page 2

**NATURAL GAS SERVICE TERMS AND CONDITIONS:**

The applicant named on the first page hereof ("Customer") makes application to Peoples Gas System, Inc. ("Company") for natural gas service under the rate classification indicated on the first page hereof according to the following terms and conditions in consideration of the Company's agreement to deliver natural gas to Customer pursuant to the applicable provisions of Company's Tariff approved by the Florida Public Service Commission. In the event of a conflict between this application and the Tariff, the Tariff shall control.

Gas is to be delivered to Customer at the outlet side of the Company's gas meter serving the premises indicated on the first page hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer's property, the site therefor to be furnished free of charge by Customer.

The Company and its representatives are hereby authorized to enter upon and install on Customer's property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building(s). The gas pipe from the Company's gas system to and including said meter or meters shall be owned, operated, and maintained by the Company with a perpetual right of ingress and egress thereto, hereby granted to the Company for such purposes. Installation of Company's facilities may require that Company be granted an easement. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change any term or obligation set forth herein.

A customer receiving gas service under the residential or commercial standby generator Tariff rate shall be obligated to remain on that schedule for a minimum of 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

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.

**UNDERGROUND FACILITIES:**

Prior to construction of gas pipeline, it is extremely important that the Company be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc., located on Customer's property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer's property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.), and agrees to indemnify and hold Company harmless for any damages arising out of Customer's failure to do so.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:**

To the extent that the Customer identified in this agreement is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28 Florida Statutes, or any successor statute.

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR INCOME, LOSS OF PRODUCTION, RENTAL EXPENSES FOR REPLACEMENT PROPERTY OR EQUIPMENT, DIMINUTION IN VALUE OF REAL PROPERTY, EXPENSES TO RESTORE OPERATIONS, OR LOSS OF GOODS OR PRODUCTIONS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

**NOTE: I acknowledge installation of the gas line will not be scheduled until the required easement, if needed, is signed by the landowner and received by Peoples Gas System, Inc. \_\_\_\_\_ (customer initials)**

\_\_\_\_\_  
Customer – Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

PGS Rev 8/02

**NOTICE AND AFFIDAVIT<sup>1</sup>**

TO: \_\_\_\_\_ (Title)  
Peoples Gas System, Inc.  
P. O. Box 2562  
Tampa, Florida 33601-2562

Please take notice that the undersigned Pool Manager will cease supplying gas to the following Customer of Peoples Gas System, Inc. ("Peoples") under Peoples' NaturalChoice Transportation Service Program for such Customer's non-payment of charges due Pool Manager, the termination of gas supply to be effective with respect to the locations listed below on and after \_\_\_\_\_:<sup>2</sup>

\_\_\_\_\_ (Date)  
\_\_\_\_\_ (name of customer)  
\_\_\_\_\_ (billing address)  
\_\_\_\_\_ (city, state, zip code)  
\_\_\_\_\_ (telephone)

Customer locations to which service will be terminated. Include the contract number and account number:

(list all)

In accordance with the requirements of Peoples' Rider NCTS, the undersigned Pool Manager also submits the following affidavit:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, who is personally known to me and who, after taking an oath, states as follows: (Name of person signing affidavit)

I am over 18 years of age and of sound mind and the matters set forth herein are personally known to me.

1. I am employed by \_\_\_\_\_ ("Pool Manager") as \_\_\_\_\_.  
(Name of Pool Manager) (Title / Position)
2. Pool Manager has made good faith and commercially reasonable efforts to collect amounts due from the above named Customer to Pool Manager, but such Customer has failed to make the payments due Pool Manager for a period of at least sixty (60) days as reflected by the documents/records attached to this Notice and Affidavit. Such documents/records are true and correct.
3. Final notice of Pool Manager's intent to cease supplying gas to the above Customer has been sent to Customer, and a copy of such final notice is attached to this Notice and Affidavit.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name:  
Title/Position:

Sworn to and subscribed before  
me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

<sup>1</sup> A non-refundable termination fee in the amount of \$62.00 per account number must accompany this Notice and Affidavit.

<sup>2</sup> This date must be at least five (5) business days after the date on which this Notice and Affidavit is furnished to Peoples Gas System, Inc.

**ALTERNATE FUEL PRICE CERTIFICATION**

TO: PEOPLES GAS SYSTEM, INC.  
3600 Midtown Drive  
Tampa, Florida 33607

P. O. Box 2562  
Tampa, Florida 33601-2562

Attention:

\_\_\_\_\_ has received a firm offer from \_\_\_\_\_ for our purchase of up to \_\_\_\_\_ gallons/barrels of \_\_\_\_\_ for use by us at our facility located at \_\_\_\_\_, Florida, delivery to commence on \_\_\_\_\_, at a price of \$\_\_\_\_\_ per gallon/barrel. Copy of the offer, which will expire \_\_\_\_\_, is attached hereto.

Taxes payable by us should we purchase the referenced fuel pursuant to the attached offer, would be \$\_\_\_\_\_ per gallon/barrel. Transportation costs for delivery of the fuel to our facility at \_\_\_\_\_ from \_\_\_\_\_ would be \$\_\_\_\_\_ per gallon/barrel.

I hereby certify on behalf of \_\_\_\_\_ that the foregoing information is true, complete and correct, and that \_\_\_\_\_ has the facilities to utilize the fuel specified above in the amount specified above at its \_\_\_\_\_ facility. I hereby further certify that we will notify Peoples Gas System, Inc. at the end of each contract year of the price at which we are able to purchase the alternate fuel referred to above, and will further notify Peoples at any time there is a change in the information contained herein.

I hereby certify that \_\_\_\_\_ will cease taking gas from Peoples Gas System, Inc. on \_\_\_\_\_ unless such gas is priced at less than the applicable interruptible rate per therm as provided in Peoples' Rate Schedule CIS.

\_\_\_\_\_  
(Customer Name)  
By: \_\_\_\_\_  
(Signature of Corporate Officer)  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

ACCEPTANCE

Based upon the foregoing information, and in accordance with Rate Schedule CIS, the distribution charge for gas taken by \_\_\_\_\_ on and after \_\_\_\_\_ shall be \$\_\_\_\_\_ per therm. This acceptance may be revoked or modified by Peoples Gas System, Inc., in its sole discretion, at any time.

PEOPLES GAS SYSTEM, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

"Supplier(s)" means person(s) (other than PGS) from which Shipper purchases Gas transported hereunder.

"Transporter" means any upstream intrastate or interstate transport service provider.

## ARTICLE II - TERM

This Agreement is effective on the date first written above. The term shall commence at the beginning of the Day commencing on \_\_\_\_\_ and continue until the beginning of the Day commencing on (the "Termination Date") (the "Initial Term"). [PROVISIONS AGREEABLE TO PGS AND SHIPPER WITH RESPECT TO ANY EXTENDED OR "SECONDARY" TERM]

## ARTICLE III - SALES AND TRANSPORTATION SERVICE

**Section 3.1 Services.** PGS desires to sell and Shipper desires to purchase from PGS, from time to time, for use in the Facility (but not for resale), Gas in quantities which, at Shipper's request, PGS may, in its sole discretion exercised in a not unduly discriminatory manner, agree to sell to Shipper. Shipper also engages PGS, and PGS accepts such engagement, to receive Gas for Shipper's account, up to the MTQ, at the PGS Receipt Point(s), and to cause an equivalent quantity, less the Retainage, to be redelivered to Shipper. Such sales and transportation shall be governed by PGS's FPSC Tariff and this Agreement. If there is a conflict between the Tariff and this Agreement, the Tariff shall control. Sales and transportation hereunder are provided in accordance with PGS's FPSC Tariff and curtailment plan. If Shipper's service is interruptible, Shipper may select one or more of the options described in Appendix D, which may enable Shipper to continue receiving delivery of Gas during periods of curtailment or interruption. PGS shall have no obligation to make sales to Shipper in lieu of the transportation of Gas contemplated by this Agreement.

**Section 3.2 Required Equipment.** Equipment that PGS must install to provide natural gas transportation service hereunder (the "Equipment"), if any, shall be determined solely by PGS. Unless the parties agree otherwise, all facilities used to provide service to Shipper hereunder (including without limitation the Equipment) shall be installed, owned, operated and maintained by PGS.

**Section 3.3 Telemetry Equipment.** Equipment which PGS must install to provide transmission of measurement data hereunder (the "Telemetry Equipment"), if any, and the anticipated cost thereof, are listed in Appendix C. Shipper shall reimburse PGS for all costs incurred for the Telemetry Equipment on receipt of PGS's invoice therefor. Shipper shall be responsible for securing access to the gas measurement data transmission network as required by PGS for the proper functioning of Telemetry Equipment.

## ARTICLE IV - NOMINATIONS

**Section 4.1 General.** For each Day Shipper desires service hereunder, Shipper shall provide a Nomination to PGS pursuant to Sections 4.2 and/or 4.3 for each meter at the Facility. The total quantity for the Facility may be Nominated to a single meter, with "zero" Nominations being made for any additional meters located at the Facility. All Nominations shall be made to PGS at its web site (<https://custactivitiespeoplesgas.com>) provided that, in an emergency, a Nomination may be delivered via facsimile using the form set forth in PGS's FPSC Tariff. Quantities confirmed by PGS for delivery shall be Scheduled Quantities. If requested by Shipper, PGS will allow increases or decreases in Scheduled Quantities after the Nomination deadlines set forth in this article, if the same can be confirmed by PGS, Transporters and Suppliers, and can be accomplished without detriment to services then scheduled on such Day for PGS and other shippers. The maximum quantity PGS shall be obligated to make available for delivery to Shipper on any Day (which shall not exceed the MDQ) is the sum of (a) the Transportation Quantity and (b) the Sales Quantity established pursuant to this article.

**Section 4.4 Other Responsibilities.** Shipper shall promptly notify PGS in writing of any change in the Sales Quantity or Transportation Quantity for any Day, and PGS will use commercially reasonable efforts to accept any such requested change as soon as practicable.

**Section 4.5 Confirmation.** If Transporter asks PGS to verify a nomination for Shipper's account, PGS shall confirm the lesser of such nomination, the Transportation Quantity or, in the case of non- or partial operation of the Facility, that quantity which in PGS's reasonable judgment (after consultation with Shipper) is likely to be consumed at the Facility. PGS has no obligation with respect to verification or rejection of quantities not requested by Shipper.

**Section 4.6 Mutually Beneficial Transactions.** Shipper recognizes that PGS maintains the operation and system integrity of the PGS distribution system on a daily basis, and that PGS, as the delivery point operator for its points of interconnection with interstate pipelines, is subject to the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. As such, PGS may from time to time need Shipper to vary its Nominated quantities of Gas to be delivered at the PGS Receipt Point(s). On such occasions, PGS may in its sole discretion request, and Shipper may agree to, a change in the quantity of Gas to be delivered for the account of Shipper at the PGS Receipt Point(s). No such change in the quantity of Gas to be delivered shall be made pursuant to this section without the consent of Shipper. Terms and conditions of any such transaction will be agreed upon between the parties at the time of the transaction and will be recorded and confirmed in writing within two Business Days of the transaction.

#### **ARTICLE V - TRANSPORTATION AND OTHER CHARGES**

**Section 5.1 Transportation Charges.** Shipper shall pay PGS each Month for transportation service rendered by PGS, and, if applicable, for Gas purchased from PGS, in accordance with the then-applicable rate schedule in PGS's FPSC Tariff. At the time of execution of this Agreement, Rate Schedule \_\_\_ is applicable. In the event Rate Schedule, CIS or a fixed rate schedule is applicable, this Agreement will automatically renew following the Initial Term at the then applicable rate schedule unless Shipper and PGS have agreed at least 30 days prior to the expiration of the then current term that Rate Schedule CIS or another rate schedule shall apply.

**Section 5.2 Changes in Tariff.** If the applicable rates or rate schedules change or are amended or superseded, the newly applicable rates or rate schedules shall be applicable to service hereunder. Nothing contained herein shall prevent PGS from filing with the FPSC (or Shipper from opposing) changes to the rates and other provisions in PGS's FPSC Tariff.

#### **ARTICLE VI - BILLING AND PAYMENT**

**Section 6.1 Billing.** PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder. If, during the preceding Month, PGS has purchased Gas from Shipper pursuant to an interruption or curtailment order, such bill shall show a credit for the estimated amount due Shipper for such purchase(s). If the estimated amount owed by PGS to Shipper exceeds the amount Shipper owes PGS, PGS shall pay Shipper the net amount estimated to be due Shipper at the time PGS bills Shipper.

**Section 8.2 Governing Law.** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. 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 a court, located within the State of Florida, having jurisdiction.

**Section 8.3 Severability.** If any provision hereof 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.

**Section 8.4 Entire Agreement; Appendices.** This Agreement sets forth the complete understanding of the parties as of the date first written above, and supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. The appendices attached hereto are an integral part hereof. All capitalized terms used and not otherwise defined in the appendices shall have the meanings given to such terms herein.

**Section 8.5 Waiver.** No waiver of any of the provisions hereof shall be deemed to be a waiver of any other provision whether similar or not. No waiver shall constitute a continuing waiver. No waiver shall be binding on a party unless executed in writing by that party.

**Section 8.6 Notices.** (a) All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

PGS:

Administrative Matters:

Peoples Gas System, Inc.  
3600 Midtown Drive  
Tampa, Florida 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Payment:

Peoples Gas System, Inc.  
3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

**APPENDIX A - GAS TRANSPORTATION AGREEMENT**

**PGS RECEIPT POINT(S)**

Maximum Transportation Quantity: \_\_\_\_\_ MMBtu per Day plus the Retainage

PGS will accept Gas from Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

The above point(s) may be changed by PGS from time to time on written notice to Shipper.

**APPENDIX B - GAS TRANSPORTATION AGREEMENT**

**PGS DELIVERY POINT(S)**

Gas transported or sold pursuant to this Agreement shall be delivered by PGS to Shipper at the following point(s):

<u>NAME</u>	<u>PGS METER#</u>	<u>MAXIMUM DELIVERY QUANTITY</u>
Meter at the Facility		_____ MMBtu per Day

\_\_\_\_\_

**APPENDIX C - GAS TRANSPORTATION AGREEMENT**

**EQUIPMENT**

\_\_\_\_\_

**APPENDIX D -  
GAS TRANSPORTATION AGREEMENT  
(APPLICABLE TO INTERRUPTIBLE CUSTOMERS)**

**ALTERNATIVES DURING PERIODS OF INTERRUPTION OR CURTAILMENT**

If Shipper is an interruptible Customer, it may select one or more of the "options" set forth below prior to or during a period of interruption or curtailment. These options describe how PGS would attempt to continue deliveries during such a period.

If PGS is entitled to interrupt or curtail deliveries to Shipper for reasons other than Force Majeure, PGS will notify Shipper about such interruption or curtailment. The notice will include the estimated duration of the interruption or curtailment and the estimated cost of gas required for PGS to continue deliveries to Shipper. Shipper shall notify PGS in writing within two (2) hours after receipt of PGS's notice of interruption or curtailment of the option (from Options A through C below) Shipper elects.



If Shipper fails to make *any* election in a timely manner, it shall be conclusively presumed that Shipper has elected Option D below.

The Options are as follows:

Option A (PGS Receipt Point/Shipper's Own Arrangement): Shipper desires PGS to continue deliveries during the period of interruption or curtailment and Shipper agrees to all arrangements necessary to cause the delivery of (1) additional quantities of Gas equal to those quantities which PGS is entitled to interrupt or curtail (2) at the PGS Receipt Point(s).

Option B (Pipeline Release Point/Capacity Release): Shipper desires PGS to continue deliveries during the period of interruption and agrees to all arrangements necessary to cause the delivery of (1) additional quantities of Gas (including the Retainage) equal to those quantities PGS is entitled to interrupt to curtail (2) at the applicable point(s) of receipt into [ ] pipeline system. In addition Shipper desires PGS to release to Shipper (or to a Supplier designated by Shipper), for the duration of the period of interruption or curtailment and at the maximum rate applicable to the capacity released, primary firm capacity on [ ] sufficient to transport such additional quantities of Gas to the PGS Receipt Point(s). By election of this Option B, Shipper agrees to be responsible for the payment of all charges imposed by [ ] with respect to the capacity so released by PGS to Shipper (or Shipper's Supplier), or the use of such capacity, for the period during which such release is effective. If Shipper elects to continue deliveries during the period of interruption pursuant to this Option B, PGS agrees to release the capacity requested by Shipper if PGS determines in its sole discretion that (i) such capacity is available for release to Shipper during the period of interruption or curtailment, (ii) such release can be accomplished readily and without detriment to PGS's system operations, and (iii) such release is practicable within the time constraints and requirements of [ ] FERC Tariff and the ready availability of PGS staff and resources.

Option C PGS as Temporary Agent: Shipper desires PGS to continue deliveries during the period of interruption or curtailment, appoints PGS as its agent to acquire (at the PGS Receipt Point(s)) additional quantities of Gas at market-based price, equal to those quantities which PGS is entitled to interrupt or curtail, to be used by Shipper during the period of interruption or curtailment, and agrees to reimburse PGS, in addition to all amounts otherwise payable for Gas pursuant to this Agreement, for the incremental additional per-Therm costs incurred by PGS (as Shipper's agent) to acquire for the account of Shipper, at the PGS Receipt Point(s), Gas to be used by Shipper during the period of interruption or curtailment. As used in this Option C, "incremental additional costs" shall mean the weighted average per-Therm costs incurred by PGS to acquire, for the accounts of Shipper and other interruptible customers of PGS who have elected this Option C during a particular period of interruption, the additional quantities of Gas mentioned above to be used by Shipper and such other interruptible customers of PGS during such period of interruption or curtailment, including but not limited to commodity, transportation, storage and other charges incurred by PGS.

Option D (No Action by Shipper): Shipper agrees to cease taking Gas pursuant to PGS's notice during the period of interruption.

If Shipper has elected to continue deliveries pursuant to one of Options A, B or C, PGS will, in implementing its interruption or curtailment notice, take and pay for Shipper's Gas as provided in PGS's FPSC Tariff, but will not discontinue deliveries to Shipper unless (i) if Shipper has elected Option A, Shipper fails to make additional Gas available at the PGS Receipt Point(s), or (ii) if Shipper has elected Option B, either (a) PGS has no primary firm capacity on [ ] available for

release to Shipper (or Shipper's Supplier) during the period of interruption or curtailment without detriment to service required by PGS's customers in a curtailment category having a higher priority than Shipper's curtailment category under PGS's curtailment plan, or (b) PGS determines either that the release of capacity contemplated by Option B would not result in Shipper's (or Shipper's Supplier's) being able to make the additional quantities of Gas available at the PGS Receipt Point(s) for delivery to Shipper during the period of interruption or curtailment or that the release of capacity cannot be made pursuant to Option B, or (iii) if Shipper has elected Option C, PGS, having exercised commercially reasonable efforts, is unable to acquire for Shipper's account, at the PGS Receipt Point(s), additional Gas for delivery to Shipper during the period of interruption or curtailment. In the event of the occurrence of any of the circumstances described in items (i) through (iii), PGS will provide Shipper with not less than two (2) hours' notice to cease taking Gas during the period of interruption or curtailment, and Shipper shall not have the benefit of Options A through C above.

**THE NEXT SHEET IS NO. 8.115**

“Transporter Agreement” means, for purposes of this Agreement and the Capacity Release Agreement, the applicable Service Agreements for Firm Transportation Service (however named or titled) between Transporter and PGS in effect from time to time, including (a) Transporter's currently effective applicable rate schedule(s) and (b) General Terms and Conditions filed with the FERC or the FPSC (and incorporated in each said agreement by reference), as such agreements, rate schedules and general terms and conditions may be amended from time to time, and any successor firm agreement(s), firm rate schedule(s) or general terms and conditions applicable thereto.

“Transporter’s Tariff” means, for purposes of this Agreement and the Capacity Release Agreement, Transporter's effective FERC or FPSC gas tariff applicable to firm transportation service under the Transporter Agreement, as such tariff may be amended from time to time.

## ARTICLE II - TERM; PROGRAM CHANGES

**Section 2.1 Term.** This Agreement shall be effective on the date first written above. The term of this Agreement shall commence on the first Day of the Month for which PGS first delivers to Pool Manager a list of Customer Accounts as required by Section 4.1(a) (the “Effective Date”) and shall continue, unless earlier terminated pursuant to this Agreement, until the first anniversary of the Effective Date (the “Initial Term”). Thereafter, the term of this Agreement shall be extended for additional periods of one year unless either party gives written notice, not less than 90 days prior to the expiration of the Initial Term (or any subsequent period for which this Agreement has been extended) to the other party, of termination.

**Section 2.2 Program Changes.** Pool Manager understands that PGS is entering into this Agreement as part of a program approved by the FPSC. PGS reserves the right to file with the FPSC modifications to such program (including the terms and conditions of this Agreement). PGS shall give Pool Manager reasonable notice of any such filing. In the event the FPSC approves modifications to such program (including any terms or conditions set forth in this agreement), such modifications shall become binding on the parties hereto as of the date on which approval thereof by the FPSC becomes effective. Notwithstanding any other provision of this Agreement, PGS's obligations hereunder shall at all times be subject to the lawful orders, rules and regulations of the FPSC, and to the terms and conditions of PGS's FPSC Tariff.

## ARTICLE III - NON-PAYMENT BY CUSTOMER

Pool Manager may terminate its obligation to deliver Gas hereunder for a Customer Account for non-payment of charges due Pool Manager by giving five days’ written notice to PGS prior to the first Day of the Month as of which such termination is to be effective. Any such notice shall be accompanied by (i) documentary evidence of the Customer’s failure to make payment for a period of at least 60 days, (ii) Pool Manager’s affidavit that it has made commercially reasonable and good faith efforts to collect the amount due and (iii) a non-refundable termination fee of \$62.00.

Performance of this Agreement and the interpretation thereof shall be in accordance with the laws of the State of Florida.

Venue for any action between the parties hereto arising out of this Agreement shall be in a court, located in the State of Florida, having jurisdiction. In any such action, the reasonable attorneys' fees and costs of the party prevailing in such action shall be recovered by such party from the other party. Neither PGS nor Pool Manager shall be liable to the other or to any person claiming through the other for special, indirect, punitive or consequential damages, lost profits or lost opportunity costs relating to any matter covered by this Agreement.

Any notice concerning this Agreement, except for those specifically required or permitted to be provided by facsimile, shall be given in writing and mailed by first-class mail to the party being notified at the address for such party stated below:

If to PGS:

Peoples Gas System, Inc.  
3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention: NCTS Administrator

If to Pool Manager:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pool Manager shall keep confidential and will not use, or disclose to any person not a party hereto, the information received from PGS or any Customer during the performance of this Agreement, except to the extent such disclosure is necessary for the Pool Manager's performance hereunder or is required by law. In the case of any disclosure required by law to be made, Pool Manager shall, prior to making such disclosure, provide written notice to PGS of the disclosure to be made in order that PGS may seek a protective order or other means of protecting the confidentiality of the information to be disclosed. The parties' obligations under this paragraph shall expire two (2) years from the date of termination of this Agreement.

**ITS AGENT AGREEMENT**

The undersigned Shipper hereby designates the undersigned Agent as its Agent to perform the following identified (*i.e.*, marked with an “X”) obligations of Shipper under Shipper’s Gas Transportation Agreement(s) with Peoples Gas System, Inc. (“PGS”):

- Invoicing/Payment
- Nominations
- Monthly Imbalance Resolution
- Alert Day Volume Aggregation and Alert Day Penalty Responsibility

Shipper, Agent and PGS 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 \_\_\_\_\_ ←insert date.
2. Shipper agrees that it may designate only one agent however, that agent may perform one or several of the functions listed above.
3. PGS has the right to rely on any written or verbal communication from Agent, and any communications by PGS to Agent shall be deemed notice to Shipper.
4. Agent shall perform the functions identified above in a manner consistent with PGS’s Natural Gas Tariff on file with the Florida Public Service Commission, as the same may be amended from time to time.
5. Alert Day penalties imposed on the ITS Customer Pool of which Shipper is a part shall be paid by Agent; provided, however, that if Agent fails to pay such penalties within sixty (60) days after the date on which they are imposed by PGS, Shipper shall be responsible for, and pay to PGS, such Alert Day penalties (if any) as would have been payable by Shipper for such Alert Day in the absence of this Agreement.
6. Shipper shall remain liable to PGS (a) with respect to any act or omission of Agent in the performance of the functions identified above and, (b) to the extent not paid by Agent for the ITS Customer Pool of which Shipper is a part, all charges arising under the Gas Transportation Agreement(s) between PGS and Shipper. Shipper shall indemnify, hold harmless and defend PGS from and against any and all acts or omissions of Agent. To the extent that Shipper is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or any successor statute.

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<b>SHIPPER INFORMATION</b> (Full Company Legal Name)	<b>AGENT INFORMATION</b> (Full Company Legal Name)
<b>SHIPPER:</b>	<b>AGENT:</b>
<b>DUNS NO:</b>	<b>DUNS NO:</b>
<b>PGS ACCOUNT NO:</b>	<b>PGS ACCOUNT NO:</b>
<b>MAILING ADDRESS:</b>	<b>MAILING ADDRESS:</b>
<b>CITY:</b>	<b>CITY:</b>
<b>STATE AND ZIP CODE:</b>	<b>STATE AND ZIP CODE:</b>
<b>CONTACT PERSON:</b>	<b>CONTACT PERSON:</b>
<b>TELEPHONE NO:</b>	<b>TELEPHONE NO:</b>
<b>FAX NO:</b>	<b>FAX NO:</b>
<b>E-MAIL:</b>	<b>E-MAIL:</b>

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ACCEPTED FOR PGS BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PGS is installing the Devices at the Facilities as a convenience to Subscriber. **PGS MAKES NO WARRANTY AS TO THE OPERATION OF, OR ACCURACY OF THE DATA PROVIDED THROUGH, THE PORTS, AND TAKES NO RESPONSIBILITY FOR SUBSCRIBER'S USE OF THE PORT AND DATA SUPPLIED THEREFROM, SINCE THEY ARE BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY, AT NO PROFIT AND AS AN ACCOMMODATION TO SUBSCRIBER. PGS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

**PGS IS NOT LIABLE FOR, AND SUBSCRIBER HEREBY WAIVES ANY RIGHT TO, ANY AND ALL INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CAPITAL, LOSS OF DATA, COMPUTER DOWNTIME, AND COST OF SUBSTITUTE SERVICES. THE PARTIES AGREE THAT PGS SHALL NOT BE LIABLE FOR ANY COMPUTER PROBLEMS RESULTING FROM SUBSCRIBER'S ATTEMPTS TO RECEIVE OR PROCESS THE DATA, INCLUDING PROBLEMS RESULTING FROM THE USE OF ANY THIRD PARTY SOFTWARE OR FROM COMPUTER VIRUSES.**

Subscriber shall not attempt, and shall not permit any third party to attempt, to adjust, modify or remove the Devices without the prior written approval of PGS.

Subscriber agrees to protect, indemnify and hold PGS harmless from and against any and all liability, costs, damages and expenses in any way attributable to Subscriber's failure to comply with this Agreement or Subscriber's negligence or fault. This indemnification shall include, but is not limited to, (1) PGS's attorney's fee and court costs, and (2) any liability, costs, damages and expenses resulting from the use of the data signal from the Port. This indemnification provision is in addition to (and does not replace) similar provisions relating to the same subject matter in the Gas Transportation Agreement, if applicable. To the extent that the Subscriber is the State of Florida, one of its agencies, or one of its subdivisions, nothing herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or any successor statute.

Notwithstanding any provision of this Agreement to the contrary, measurement of gas delivered to or consumed by Subscriber shall be governed by the applicable provisions of PGS's natural gas Tariff on file with the Florida Public Service Commission (or its successor) and in effect from time to time.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first hereinabove written.

**PEOPLES GAS SYSTEM, INC.**

**NAME OF SUBSCRIBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**MINIMUM VOLUME COMMITMENT  
GAS TRANSPORTATION AGREEMENT**

This Minimum Volume Commitment Gas Transportation Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Peoples Gas System, Inc., a Florida corporation ("PGS"), and \_\_\_\_\_, a \_\_\_\_\_ ("Shipper"), who hereby agree as follows:

**ARTICLE I - DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below.

Capitalized terms used herein, but not defined below, have the meanings given for such terms in PGS's FPSC Tariff.

"Actual Takes" means, for a specified period, the quantity of Gas passing through the meter(s) of the Customer Accounts during that period.

"Business Day" means the Days Monday through Friday (excluding any federal banking holiday falling on any such Day).

"Day" means the period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Facility" means Shipper's \_\_\_\_\_ facility located in \_\_\_\_\_, Florida.

"FPSC" means the Florida Public Service Commission or any successor agency.

"Gas" shall have the same meaning as given for such term in PGS's FPSC Tariff.

"Gas Service" shall have the same meaning as given for such term in PGS's FPSC Tariff.

"MAT Deficiency Charge" means the difference between the applicable MAT set forth in Article VI and the actual quantity of Gas delivered during the twelve-month delivery period, multiplied by the applicable rate schedule in effect at the end of the twelve-month delivery period.

"Maximum Delivery Quantity" or "MDQ" means the maximum amount of Gas that PGS is obligated to cause to be delivered for Shipper's account pursuant to this Agreement on any Day at the PGS Delivery Point(s) and is stated in Appendix B.

"Maximum Transportation Quantity" or "MTQ" means the maximum amount of Gas that PGS shall be obligated to receive pursuant to this Agreement on any Day at the PGS Receipt Point(s), and is stated in Appendix A.

"Minimum Annual Take" or "MAT" means the quantity of minimum annual delivery of natural gas at the facility agreed to by Shipper and set forth in Article VI.



“Minimum Delivery Obligation” means the sum of Shipper’s total Gas requirements over the Term of this agreement as set forth in Article VI.

“Nomination” means a notice delivered by Shipper to PGS in the form specified in PGS’s FPSC Tariff, specifying (in MMBtu) the quantity of Gas the Shipper desires to purchase or to have PGS receive, transport, and deliver at the PGS Delivery Point(s).

“Nominate” means to deliver a completed Nomination.

“PGS Delivery Point(s)” means the point(s) listed in Appendix B.

“PGS Receipt Point(s)” means the point(s) of physical interconnection between Transporter and PGS, or between Shipper and PGS listed in Appendix A.

“Retainage” means 0.35% of Gas received by PGS for the account of the Customer at the Primary Delivery Point(s) to account for lost and unaccounted Gas between such point(s) and the meters of the Customer Accounts.

“Supplier(s)” means person(s) (other than PGS) from which Shipper purchases Gas transported hereunder.

“Transporter” means any upstream intrastate or interstate transport service provider.

“Twelve-Month Delivery Period” means each twelve-month period commencing on the date of Gas Service is available to the Facility and continues on an annual basis throughout the Term of this Agreement.

## ARTICLE II – TERM

This Agreement is effective on the date first written above. The term shall commence upon the initiation of Gas Service and continue until the last day of the Twelve-Month Delivery Period or when the Minimum Delivery Obligation is satisfied. (the “Termination Date”) (the “Term”). The Term shall reflect the recovery period for the extension of Gas Service. In no instance will the Term exceed (10) years. At the end of the Term, the Customer will be placed in the applicable rate schedule.

## ARTICLE III – SALES AND TRANSPORTATION SERVICE

**Section 3.1 Services.** PGS desires to sell and Shipper desires to purchase from PGS, from time to time, for use in the Facility (but not for resale), Gas in quantities which, at Shipper’s request, PGS may, in its sole discretion exercised in a not unduly discriminatory manner, agree to sell to Shipper. Shipper also engages PGS, and PGS accepts such engagement, to receive Gas for Shipper’s account, up to the MTQ, at the PGS Receipt Point(s), and to cause an equivalent quantity, less the Retainage, to be redelivered to Shipper. Such sales and transportation shall be governed by PGS’s FPSC Tariff and this Agreement. If there is a conflict between the Tariff and this Agreement, the Tariff shall control. Sales and transportation hereunder are provided in accordance with PGS’s FPSC Tariff and PGS’s curtailment plan. If Shipper’s service is interruptible, Shipper may select one or more of the options described in Appendix D, which may enable Shipper to continue receiving delivery of Gas during periods of curtailment or interruption.

PGS shall have no obligation to make sales to Shipper in lieu of the transportation of Gas contemplated by this Agreement.

**Section 3.2 Required Equipment.** All items that PGS must install to provide natural gas transportation service hereunder (the "Equipment"), if any, shall be determined solely by PGS. Unless the parties agree otherwise, all facilities used to provide service to Shipper hereunder (including without limitation the Equipment) shall be installed, owned, operated and maintained by PGS.

**Section 3.3 Telemetry Equipment.** Equipment which PGS must install to provide transmission of measurement data hereunder (the "Telemetry Equipment"), if any, and the anticipated cost thereof, are listed in Appendix C. Shipper shall reimburse PGS for all costs incurred for the Telemetry Equipment on receipt of PGS's invoice therefor. Shipper shall be responsible for securing access to the gas measurement data transmission network as required by PGS for the proper functioning of Telemetry Equipment.

#### ARTICLE IV – NOMINATIONS

**Section 4.1 General.** For each Day Shipper desires service hereunder, Shipper shall provide a Nomination to PGS pursuant to Sections 4.2 and/or 4.3 for each meter at the Facility. The total quantity for the Facility may be Nominated to a single meter, with "zero" Nominations being made for any additional meters located at the Facility. All Nominations shall be made to PGS at its website (<https://custactivitiespeoplesgas.com>) provided that, in an emergency, a Nomination may be delivered via facsimile using the form set forth in PGS's FPSC Tariff. Quantities confirmed by PGS for delivery shall be Scheduled Quantities. If requested by Shipper, PGS will allow increases or decreases in Scheduled Quantities after the Nomination deadlines set forth in this article, if the same can be confirmed by PGS, Transporters and Suppliers, and can be accomplished without detriment to services then scheduled on such Day for PGS and other shippers. The maximum quantity PGS shall be obligated to make available for delivery to Shipper on any Day (which shall not exceed the MDQ) is the sum of (a) the Transportation Quantity and (b) the Sales Quantity established pursuant to this article.

**Section 4.2 Nomination for Purchase.** Unless otherwise agreed, Shipper shall Nominate Gas for purchase hereunder not less than seven (7) Business Days prior to the first Day of any Month in which Shipper desires to purchase Gas. Daily notices shall be given to PGS at least two (2) Business Days (but not less than forty-eight (48) hours) prior to the commencement of the Day on which Shipper desires delivery of the Gas. If Shipper has timely Nominated a quantity for a particular Month, PGS shall confirm to Shipper the quantity PGS will tender for purchase by Shipper (the "Sales Quantity," which shall also be a "Scheduled Quantity") no later than 5:00 p.m. Eastern Time on the Business Day immediately preceding each Day during such Month.

**Section 4.3 Nomination for Transportation.** Unless otherwise agreed, Shipper shall, for each Month, and each Day during such Month that Shipper seeks to change any aspect of any prior Nomination, notify PGS by providing a completed Nomination. Shipper's Nomination for Gas to be made available for delivery on the first Day of any Month shall be given by 10 a.m. on the second Business Day prior to the Day on which a nomination must be delivered to Transporter for receipt of deliveries at the PGS Receipt Point(s) on such Day. Daily Nominations for Gas to be made available for delivery other than on the first Day of a Month shall be given to PGS by 10 a.m. on the Business Day prior to the Day on which a nomination must be delivered to Transporter for the receipt of deliveries at the PGS Receipt Point(s) on such Day. The following nomination information is required for a valid nomination:

- a. The Shipper's account number under which service is being nominated;

- b. The receipt point location including applicable DRN and upstream pipeline name, upstream pipeline package ID, including Shipper's PGS account number, and quantity in Therms of Gas to be tendered at each PGS receipt point;
- c. The downstream delivery facility name, and quantity in Therms of Gas to be delivered for each PGS Shipper account;
- d. A beginning and ending date for each nomination;
- e. The upstream contract identifier.

Only nominations with clearly matching upstream Transporter identifiers (including Shipper's package ID and PGS account number) and downstream (PGS) identifiers will be scheduled. If Shipper or Shipper's Agent fails to comply with provisions (a) through (e) of this section, PGS may not schedule commencement of service or change a prior nomination.

Shipper understands that PGS is subject to FERC regulations that may require PGS to post certain Shipper information on a publicly accessible website. The submission by Shipper or Shipper's Agent of a required nomination shall constitute Shipper's authorization to PGS to publicly disclose any information (including but not limited to the information provided in such nomination) required by applicable law or regulation to be disclosed by PGS.

PGS shall confirm to Shipper the quantity PGS will make available for redelivery on such Day (the "Transportation Quantity," which shall also be a "Scheduled Quantity") no later than 5:00 p.m. Eastern Time on the Business Day immediately preceding such Day. PGS has no obligation to confirm a quantity Nominated by Shipper pursuant to this section greater than the quantity which, in PGS's reasonable judgment, equals the Facility's likely consumption for a Day plus Retainage, less any Sales Quantities confirmed for delivery on such Day.

**Section 4.4 Mutually Beneficial Transactions.** Shipper recognizes that PGS maintains the operation and system integrity of the PGS distribution system on a daily basis, and that PGS, as the delivery point operator for its points of interconnection with interstate pipelines, is subject to the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. As such, PGS may from time to time need Shipper to vary its Nominated quantities of Gas to be delivered at the PGS Receipt Point(s). On such occasions, PGS may in its sole discretion request, and Shipper may agree to, a change in the quantity of Gas to be delivered for the account of Shipper at the PGS Receipt Point(s). No such change in the quantity of Gas to be delivered shall be made pursuant to this section without the consent of Shipper. Terms and conditions of any such transaction will be agreed upon between the parties at the time of the transaction and will be recorded and confirmed in writing within two Business Days of the transaction.

## ARTICLE-V - TRANSPORTATION AND OTHER CHARGES

**Section 5.1 Transportation Charges.** Shipper shall pay PGS each Month for transportation service rendered by PGS, and, if applicable, for Gas purchased from PGS, in accordance with the then-applicable rate schedule in PGS's FPSC Tariff. At the time of execution of this Agreement, Rate Schedule \_\_\_ is applicable. In the event rate schedule, CIS or a fixed rate schedule is applicable, this Agreement will automatically renew following the Initial Term at the then applicable rate schedule unless Shipper and PGS have agreed at least thirty (30) days prior to the expiration of the then current term that Rate Schedule CIS or another rate schedule shall apply.

During the Term of this Agreement, Buyer agrees to a MAT of natural gas at the Facility which will follow the schedule outlined in Section 6.2.

**Section 5.2 Changes in Tariff.** If the applicable rates or rate schedules change or are amended or superseded, the newly applicable rates or rate schedules shall be applicable to service hereunder. Nothing contained herein shall prevent PGS from filing with the FPSC (or Shipper from opposing) changes to the rates and other provisions in PGS's FPSC Tariff.

**ARTICLE VI - REQUIREMENTS**

**Section 6.1 Minimum Delivery Obligation.** The sum of Shipper's total Gas requirements over the Term of this Agreement are estimated to be \_\_\_\_\_ Therms.

**Section 6.2 Minimum Annual Take.** PGS requires the following MAT for each Twelve-Month Delivery Period, or such Delivery Period as agreed upon by the Parties as applicable:

Period	Therms
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**Section 6.3 Shortfall and MAT Deficiency Charge.** If the Shipper fails to take delivery of the MAT in any Twelve-Month Delivery Period, the Shipper shall pay PGS a MAT Deficiency Charge calculated as follows: the difference between the applicable MAT and the actual quantity of Gas delivered during the Twelve-Month Delivery Period, multiplied by the rate schedule in effect at the end of the Twelve-Month Delivery Period. If, during any Twelve-Month Delivery Period, the actual quantity of Gas delivered to the Facility exceeds the applicable MAT, said excess shall be carried forward to the next Twelve-Month Delivery Period for purposes of offsetting any MAT Deficiency Charge hereunder.

**Section 6.4 Financial Guarantee.** Shipper shall furnish to PGS an irrevocable standby letter of credit issued by a bank acceptable to PGS or such other form of guarantee acceptable to PGS (the "Financial Guarantee") in an amount equal to [\_\_\_\_\_]. PGS may adjust the amount required in the Financial Guarantee at the end of each Twelve-Month Delivery Period.

Shipper's failure to maintain the Financial Guarantee, which for the avoidance of doubt includes notice of termination of security without acceptable alternative Financial Guarantee being provided, shall constitute a default of this Agreement.

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## ARTICLE VII - BILLING AND PAYMENT

**Section 7.1 Billing.** PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder. If, during the preceding Month, PGS has purchased Gas from Shipper pursuant to an interruption or curtailment order, such bill shall show a credit for the estimated amount due Shipper for such purchase(s). If the estimated amount owed by PGS to Shipper exceeds the amount Shipper owes PGS, PGS shall pay Shipper the net amount estimated to be due Shipper at the time PGS bills Shipper.

**Section 7.1.1 Billing of MAT Deficiency Charge(s).** PGS will bill Shipper for the MAT Deficiency Charge no later than thirty (30) days after the end of each Twelve-Month Delivery Period.

**Section 7.2 Payment.** Shipper shall pay all such bills, minus any disputed amounts, at the address specified in the invoice by the 20<sup>th</sup> Day following the date of PGS's mailing (as signified by the postmark) or other delivery of the bill. All sums not so paid by Shipper (or credited or paid by PGS) shall be considered delinquent and subject to later payment schedules as set forth below.

**Section 7.3 Termination Payment.** If the Shipper terminates Gas Service hereunder after execution of this Agreement, Shipper shall pay PGS any MAT Deficiency Charge(s) applicable at the time of termination and any future MAT Deficiency Charge(s) pursuant to the schedule in Section 6.2. resulting from such termination (the "Termination Payment"). Shipper agrees that it will make any such Termination Payment to PGS within twenty (20) days after receipt of PGS' invoice.

**Section 7.4 Billing Disputes.** In the event of a bona fide billing dispute, Shipper or PGS, as the case may be, shall pay (or credit) to the other party all amounts not in dispute, and the parties shall negotiate in good faith to resolve the amount in dispute as soon as reasonably practicable. If a party has withheld payment (or credit) of a disputed amount, and the dispute is resolved, the non-prevailing party shall pay to the other party the amount determined to be due such other party, plus interest thereon at an annual rate equal to the prime interest rate of Citibank, N.A., New York, New York, plus one percent (1%), calculated on a daily basis from the date due until paid (or credited).

**Section 7.5 Errors or Estimates.** If an estimate is used to determine the amount due Shipper for purchases by PGS pursuant to an interruption or curtailment order, PGS shall make any adjustment necessary to reflect the actual amount due Shipper on account of such purchases in the next bill rendered to Shipper after determination of the actual amount due. An error in any bill, credit or payment shall be corrected in the next bill rendered after the error is confirmed by PGS.

Each party's performance obligation hereunder shall abate proportionately during a Force Majeure event and during any period that a party is unable to perform its obligations due to the other party's performance failure. The term of this Agreement shall be extended for a period equal to the length of any such abatement(s).

## ARTICLE VIII - FAILURE TO MAKE PAYMENT

**Section 8.1 Late Payment Charge.** Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of 1.5%, except the accounts of

mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

PGS:

Administrative Matters:  
Peoples Gas System, Inc.  
3600 Midtown Drive  
Tampa, FL 33607

P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Payment:  
Peoples Gas System, Inc.  
702 Franklin Street  
P. O. Box 2562  
Tampa, Florida 33601-2562  
Attention:  
Telephone: (813) ; Facsimile: (813)

Shipper:

Administrative Matters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Invoices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**APPENDIX A - GAS TRANSPORTATION AGREEMENT**

**PGS RECEIPT POINT(S)**

Maximum Transportation Quantity: \_\_\_\_\_ MMBtu per Day plus the Retainage

PGS will accept Gas from Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

The above point(s) may be changed by PGS from time to time on written notice to Shipper.

**APPENDIX B - GAS TRANSPORTATION AGREEMENT**

**PGS DELIVERY POINT(S)**

Gas transported or sold pursuant to this Agreement shall be delivered by PGS to Shipper at the following point(s):

<u>NAME</u> Meter at the Facility	<u>PGS METER#</u>	<u>MAXIMUM DELIVERY QUANTITY</u> _____ MMBtu per Day
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**APPENDIX C - GAS TRANSPORTATION AGREEMENT**

**TELEMETRY EQUIPMENT**

**APPENDIX D -  
GAS TRANSPORTATION AGREEMENT  
(APPLICABLE TO INTERRUPTIBLE CUSTOMERS)**

**ALTERNATIVES DURING PERIODS OF INTERRUPTION OR CURTAILMENT**

If Shipper is an interruptible Customer, it may select one or more of the "options" set forth below prior to or during a period of interruption or curtailment. These options describe how PGS would attempt to continue deliveries during such a period.

If PGS is entitled to interrupt or curtail deliveries to Shipper for reasons other than Force Majeure, PGS will notify Shipper about such interruption or curtailment. The notice will include the estimated duration of the interruption or curtailment and the estimated cost of gas required for PGS to continue deliveries to Shipper. Shipper shall notify PGS in writing within two (2) hours after receipt of PGS's notice of interruption or curtailment of the option (from Options A through C below) Shipper elects.

If Shipper fails to make *any* election in a timely manner, it shall be conclusively presumed that Shipper has elected Option D below.

The Options are as follows:

Option A (PGS Receipt Point/Shipper's Own Arrangement): Shipper desires PGS to continue deliveries during the period of interruption or curtailment and Shipper agrees to make all arrangements necessary to cause the delivery of (1) additional quantities of Gas equal to those quantities which PGS is entitled to interrupt or curtail (2) at the PGS Receipt Point(s).

Option B (Pipeline Release Point/Capacity Release): Shipper desires PGS to continue deliveries during the period of interruption and agrees to make all arrangements necessary to cause the delivery of (1) additional quantities of Gas (including the Retainage) equal to those quantities which PGS is entitled to interrupt or curtail (2) at the applicable point(s) of receipt into [ ] pipeline system. In addition, Shipper desires PGS to release to Shipper (or to a Supplier designated by Shipper), for the duration of the period of interruption or curtailment and at the maximum rate applicable to the capacity released, primary firm capacity on [ ] sufficient to transport such additional quantities of Gas to the PGS Receipt Point(s). By election of this Option B, Shipper agrees to be responsible for the payment of all charges imposed by [ ] with respect to the capacity so released by PGS to Shipper (or Shipper's Supplier), or the use of such capacity, for the period during which such release is effective. If Shipper elects to continue deliveries during the period of interruption pursuant to this Option B, PGS agrees to release the capacity requested by Shipper if PGS determines in its sole discretion that (i) such capacity is available for release to Shipper during the period of interruption or curtailment, (ii) such release can be accomplished readily and without detriment to PGS's system operations, and (iii) such release is practicable within the time constraints and requirements of [ ] FERC Tariff and the ready availability of PGS staff and resources.

Option C (PGS as Temporary Agent): Shipper desires PGS to continue deliveries during the period of interruption or curtailment, appoints PGS as its agent to acquire (at the PGS Receipt Point(s)) additional quantities of Gas at market-based price, equal to those quantities which PGS is entitled to interrupt or curtail, to be used by Shipper during the period of interruption or curtailment, and agrees to reimburse PGS, in addition to all amounts otherwise payable for Gas pursuant to this Agreement, for the incremental additional per-Therm costs incurred by PGS (as Shipper's agent) to acquire for the account of Shipper, at the PGS Receipt Point(s), Gas to be used by Shipper during the period of interruption or curtailment. As used in this Option C, "incremental additional costs" shall mean the weighted average per-Therm costs incurred by PGS to acquire, for the accounts of Shipper and other interruptible customers of PGS who have elected this Option C during a particular period of interruption, the additional quantities of Gas mentioned above to be used by Shipper and such other interruptible customers of PGS during such period of interruption or curtailment, including but not limited to commodity, transportation, storage and other charges incurred by PGS.

Option D (No Action by Shipper): Shipper agrees to cease taking Gas pursuant to PGS's notice during the period of interruption.

If Shipper has elected to continue deliveries pursuant to one of Options A, B, or C, PGS will, in implementing its interruption or curtailment notice, take and pay for Shipper's Gas as provided in PGS's FPSC Tariff, but will not discontinue deliveries to Shipper unless (i) if Shipper has elected Option A, Shipper fails to make additional Gas available at the PGS Receipt Point(s), or (ii) if Shipper has elected Option B, either (a) PGS has no primary firm capacity on [ ] available for release to Shipper (or Shipper's Supplier) during the period of interruption or curtailment without



detriment to service required by PGS's customers in a curtailment category having a higher priority than Shipper's curtailment category under PGS's curtailment plan, or (b) PGS determines either that the release of capacity contemplated by Option B would not result in Shipper's (or Shipper's Supplier's) being able to make the additional quantities of Gas available at the PGS Receipt Point(s) for delivery to Shipper during the period of interruption or curtailment or that the release of capacity cannot be made pursuant to Option B, or (iii) if Shipper has elected Option C, PGS, having exercised commercially reasonable efforts, is unable to acquire for Shipper's account, at the PGS Receipt Point(s), additional Gas for delivery to Shipper during the period of interruption or curtailment. In the event of the occurrence of any of the circumstances described in items (i) through (iii), PGS will provide Shipper with not less than two (2) hours' notice to cease taking Gas during the period of interruption or curtailment, and Shipper shall not have the benefit of Options A through C above.