

NATURAL GAS TARIFF
ORIGINAL VOLUME NO. 4
OF
FLORIDA DIVISION OF CHESAPEAKE UTILITIES CORPORATION
FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

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GENERAL DESCRIPTION OF TERRITORY SERVED

The Florida Division of Chesapeake Utilities Corporation (hereinafter called "Company") is a natural gas distribution company engaged in the business of distributing natural gas in the State of Florida.

The Company's distribution system provides service to certain discrete areas in Citrus, DeSoto, Gadsden, Gilchrist, Hillsborough, Holmes, Jackson, Liberty, Osceola, Polk, Suwannee, Union and Washington counties.

<u>County</u>	<u>City</u>
Citrus	Crystal River Inverness Lecanto
DeSoto	
Gadsden	
Gilchrist	
Hillsborough	Plant City
Holmes	
Jackson	
Liberty	
Osceola	St. Cloud

GENERAL DESCRIPTION OF TERRITORY SERVED
(Continued)

<u>County</u>	<u>City</u>
Polk	Auburndale Bartow Baseball City Davenport Dundee Eagle Lake Loughman Haines City Highland City Lake Alfred Lake Hamilton Lake Wales Mountain Lake Mulberry Nichols Waverly Winter Haven
Suwannee	
Union	
Washington	

A general map of the Company's service territories is shown on the following page.

GENERAL DESCRIPTION OF TERRITORY SERVED
(Continued)

TECHNICAL TERMS AND ABBREVIATIONS

1. **ALERT DAY**
Any Gas Day where Transporter notifies Company of restrictions on deliveries of Gas within certain specified tolerances.
2. **ALTERNATE FUEL**
Any source of energy other than Gas delivered through Company's distribution facilities.
3. **BRITISH THERMAL UNIT ("BTU")**
The quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.
4. **CENTRAL CLOCK TIME**
The clock time in the United States Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.
5. **COMMISSION**
Florida Public Service Commission
6. **COMPANY**
Florida Division of Chesapeake Utilities Corporation, a Delaware Corporation, d/b/a Central Florida Gas.
7. **CONSUMER**
Any individual, firm or organization receiving Transportation Service at one premise under this tariff and provisions thereof.
8. **CONSUMER POOL**
Consumers that receive gas supply services, under the applicable provisions of this tariff, from either 1) a CI Shipper, or 2) a TTS Shipper.
9. **CONSUMER'S INSTALLATION**
Consumer-owned facilities, located on the outlet side of the Point of Delivery, constructed to receive Transportation Service from Company.

TECHNICAL TERMS AND ABBREVIATIONS
(Continued)

10. **CUSTOMER**
Any Consumer or Shipper receiving any of the services offered by the Company under this tariff and provisions thereof.
11. **DAILY CAPACITY QUANTITY ("DCQ")**
The quantity, in Dekatherms, of Transporter capacity released on a daily basis to each Shipper under the Commission-approved methodology described herein.
12. **DEKATHERM ("DT")**
1,000,000 BTU's or ten (10) Therms.
13. **DELIVERY POINT**
The point at the connection of the facilities of Transporter and Company at which the Gas leaves the outlet side of Transporter's custody transfer point and enters the Company's facilities.
14. **FAC**
Florida Administrative Code.
15. **FERC**
Federal Energy Regulatory Commission.
16. **GAS**
Natural gas that is in conformance with the quality specifications of Transporter(s).
17. **GAS DAY**
A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.
18. **GAS MONTH**
A period beginning at 9:00 a.m. Central Clock Time on the first day of a calendar month and ending at 9:00 a.m. Central Clock Time of the first day of the next succeeding calendar month.
19. **LETTER OF AUTHORIZATION ("LOA")**
Agreement executed by Consumer and Consumer's selected Shipper, and submitted to Company, which 1) authorizes Company to assign Consumer to its selected Shipper's

TECHNICAL TERMS AND ABBREVIATIONS

(Continued)

Consumer Pool; 2) affirms Consumer acceptance of Company's tariff provisions; and, 3) affirms Shipper acceptance of Company's tariff provisions.

20. **MAXIMUM ALLOWABLE OPERATING PRESSURE ("MAOP")**
The maximum pressure, in pounds per square inch ("p.s.i.g."), allowed by applicable code, regulation or product specification, for the operation of any specific portion of Company's distribution system.
21. **MAXIMUM DAILY TRANSPORTATION QUANTITY ("MDTQ")**
The maximum quantity of Gas to be transported by Company for a Consumer and/or Shipper on a daily basis in accordance with the provisions of the tariff.
22. **NOMINATION**
A request by a Shipper to a Transporter and/or Company for receipt and delivery of a physical quantity of Gas pursuant to the Transporter's and/or Company's tariff. A Nomination specifies (1) the quantity of Gas per day, measured in Dekatherms, to be received or delivered on behalf of the Shipper; (2) the Receipt Point(s) at which the Gas is to be received by Transporter; (3) the Delivery Point(s) at which the Gas is to be received by Company; (4) the period of time in which the delivery is to take place; and, (5) any other such information as may be required by Transporter's and/or Company's tariff.
23. **OPERATIONAL FLOW ORDER**
Any Gas Day where Transporter notifies Company of conditions that could threaten the safe operation or system integrity of the Transporter and where Shipper's Gas deliveries are required to be within certain specified hourly or daily Gas flow quantities.
24. **POINT OF DELIVERY**
The point at the interconnection between the facilities of Company and a Consumer at which the Gas leaves the outlet side of Company's custody transfer point and enters the Consumer's Installation.
25. **RECEIPT POINT**
The point at the interconnection between the facilities of Transporter and upstream system at which the Gas enters the facilities of Transporter.

TECHNICAL TERMS AND ABBREVIATIONS

(Continued)

- 26. **SHIPPER**
An entity causing Gas to be delivered to Company's Delivery Point(s) that has executed a CI Shipper Agreement or a TTS Shipper Agreement with the Company.
- 27. **SHIPPER'S DESIGNEE**
A Company-approved agent of Shipper.
- 28. **THERM**
A unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.
- 29. **TRANSPORTER**
Any interstate pipeline, intrastate pipeline, or local distribution company that transports Gas to Company's Delivery Point(s).
- 30. **TRANSPORTATION SERVICE**
Service provided by Company where Consumer-owned Gas is received by Company at the Delivery Point(s), transported through Company's distribution system, and delivered by Company at the Point(s) of Delivery to Consumer.

Other technical terms and expressions used in these rules and not herein defined are to be given the meaning usually accepted in the industry.

Words used in this tariff that indicate a singular number shall include the plural in each case and vice versa and words that import a person shall include legal entities, firms and corporations.

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RULES AND REGULATIONS

I. GENERAL RULES AND REGULATIONS

A. CLASSIFICATION OF CUSTOMERS

The following two (2) Customer types, Consumers and Shippers, receive certain services from the Company.

1. CONSUMERS:

a. Residential Consumers

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

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

b. Commercial Consumers

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

c. Industrial Consumers

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

RULES AND REGULATIONS
(Continued)

d. Special Purpose Consumers

Consumer receiving Transportation Service from the Company that does not meet the definition for any of the above Consumer classifications.

2. SHIPPERS:

a. TTS Shipper

Any Company-approved Shipper or Shipper Designee that is authorized to deliver Gas to Company's Delivery Point(s), which is subsequently delivered by Company at the Point(s) of Delivery to Consumers in the Transitional Transportation Service (TTS) program. The TTS program is an experimental program designed to allow Residential Consumers the opportunity to purchase Gas from one of two TTS Shippers and select from certain Gas pricing options offered by the TTS Shippers.

b. CI Shipper

Any Company-approved Shipper or Shipper Designee that is authorized to deliver Gas to: 1) Company's Delivery Point(s), which is subsequently delivered by Company at the Point(s) of Delivery to Commercial, Industrial and/or Special Purpose Consumers; or, 2) a Transporter delivery point where Company provides the Off-System Delivery Point Operator Service.

RULES AND REGULATIONS
(Continued)

B. CLASSIFICATION OF SERVICES

The Company offers certain services to Customers as defined herein.

1. CONSUMER SERVICES:

a. Firm Transportation Service (FTS)

Transportation Service provided to a Consumer under a FTS rate schedule, in accordance with the Rules and Regulations set forth in this tariff, and other approved rules or regulations of the Company, as applicable. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply. For the purposes of this tariff, "Firm" shall be defined as Company's Gas delivery obligations to Consumer as provided in Section II.P.2.

b. Contract Firm Transportation Service (CFTS)

Transportation Service provided to a Consumer that:

- i. has annual usage greater than 50,000 therms;
- ii. has Alternate Fuel capabilities
- iii. has executed a CFTS Affidavit (Sheet Nos. 120 and 121), which is accepted by Company.

Company may periodically adjust its tariff rates for Transportation Service to compete with Consumer's Alternate Fuel pricing as provided in the CFTS Rider, the Rules and Regulations set forth in this tariff, and other approved rules or regulations of the Company, as applicable. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply.

c. Special Contract Service (SCS)

Transportation Service provided to a Consumer, at the sole option of the Company pursuant to Commission Rule 25-9.034 FAC, where the rates, terms and/or conditions of service may be different than those set forth in the Company's approved tariff. All SCS Consumers shall enter into a Special Contract Agreement with the Company, subject to the approval of the Commission.

RULES AND REGULATIONS

(Continued)

d. Shipper of Last Resort (SOLR) Service

In the event all TTS Shippers are terminated as provided in the Termination of Shipper Status (Section III.B) of this tariff, the Company shall become the Shipper Of Last Resort. The Company shall perform all TTS Shipper functions as defined within this tariff. The SOLR service shall be provided in accordance with the Rules and Regulations set forth in this tariff, the terms and conditions of the TTS Shipper Agreement, and other approved rules or regulations of the Company, as applicable. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply. The Company shall provide this service to Consumers until a replacement TTS Shipper is selected as provided in Section III.A.3. of the Rules and Regulations of this tariff and initiates service.

e. Flexible Gas Service (FGS)

Transportation Service provided to a Consumer, at the sole option of the Company, where rates, terms and/or conditions of service other than those provided in this tariff are required to add or retain a Consumer on the Company's distribution system. The negotiated rates and terms provided in a FGS Agreement are subject to the conditions set forth in Commission Order PSC-98-1485-FOF-GU and other approved rules or regulations of the Company, as applicable. All FGS Consumers must demonstrate a viable Alternate Fuel option and shall enter into a written FGS Agreement with the Company.

2. SHIPPER SERVICES:

a. Shipper Administrative and Billing Service (SABS)

Administrative and billing service provided to a Shipper under the SABS rate schedule, in accordance with the Rules and Regulations set forth in this tariff, as applicable. The Company shall provide the following services to Shippers under the SABS: 1) presentment of Automated Meter Reading (AMR) daily readings of applicable Consumer's meters; 2) provision of Consumer projected monthly usage information, along with Transporter capacity quantity to be released to Shipper; 3) provision of Consumer historical usage information to Shipper each month; 4) retention of Consumer's historical usage information; 5) LOA retention and administration; 6) receipt and administration of Shipper's Gas rates for Consumer billing; 7) calculation and presentation of Shipper's Gas billing

RULES AND REGULATIONS

(Continued)

charges on Company's monthly bill or, at Company's sole option, on a separate bill to Consumers; 8) collection and application of Consumer payments for Shipper's Gas billing charges; 9) remittance of Consumer payments for Shipper's Gas billing charges to Shipper, net of Shipper's billing charges that are bad debt write-offs and recovery of said bad debts, the SABS tariff-approved charges and other applicable charges and adjustments; and 10) other services as the Company may determine necessary to administer Gas deliveries by Shipper's to Consumers. This service is required for TTS Shippers and is optional for CI Shippers. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply.

b. Shipper Administrative Service (SAS)

Administrative service provided to a Shipper under the SAS rate schedule, in accordance with the Rules and Regulations set forth in this tariff, as applicable. The Company shall provide the following services to Shippers under the SAS: 1) presentment of AMR daily readings of applicable Consumer's meters; 2) provision of Consumer projected monthly usage information, along with Transporter capacity quantity to be released to Shipper; 3) provision of Consumer historical usage information to Shipper each month; 4) retention of Consumer's historical usage information; 5) LOA retention and administration; and 6) other services as the Company may determine necessary to administer Gas deliveries by Shippers to Consumers. This service is required for CI Shippers, unless CI Shipper selects the SABS or has executed a FGS or Special Contract Agreement; and is not available to TTS Shippers. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply.

c. Delivery Point Operator (DPO) Service

Administrative service provided to a Shipper by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this tariff, as applicable. Company shall provide the following services to Shippers under the DPO Service: 1) receipt and administration of scheduled Gas quantities for Shipper's Consumer Pool; 2) compilation of measured Gas quantities for Shipper's Consumer Pool; 3) resolution of monthly imbalances with Transporter (difference between scheduled Gas quantities for all Shippers and measured Gas quantities at the Delivery Point(s) of Company), using approved book-out and/or cash-out processes of Transporter; 4) resolution of monthly imbalances with Shipper (difference between scheduled

RULES AND REGULATIONS

(Continued)

Gas quantities and measured Gas quantities for Shipper's Consumer Pool), in accordance with this tariff; 5) administration of the OBA account, in accordance with this tariff; 6) administration of Transporter Operational Orders, including financial transactions, if any, in accordance with this tariff; and 7) other services as Company may determine necessary to administer Gas deliveries by Shippers to Consumers. All Shippers shall receive this service from Company. Company costs for this service are recovered through the Monthly Rates for all other rate schedules, as approved in Company previous rate proceeding.

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

Administrative service, in accordance with an executed Off-System Delivery Point Operator Agreement (Sheet Nos. 139 to 148), provided at Transporter delivery point(s) to a Shipper by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this tariff, as applicable. Company shall provide the following services to Shippers under the OS-DPO Service: 1) receipt and administration of scheduled Gas quantities for Shipper's Consumer Pool; 2) compilation of measured Gas quantities for Shipper's Consumer Pool; 3) resolution of monthly imbalances with Transporter (difference between scheduled Gas quantities for all Shippers and measured Gas quantities at the Delivery Point(s) of Company), using approved book-out and/or cash-out processes of Transporter; 4) resolution of monthly imbalances with Shipper (difference between scheduled Gas quantities and measured Gas quantities for Shipper's Consumer Pool), in accordance with this tariff; 5) administration of the OBA account, in accordance with this tariff; 6) administration of Transporter Operational Orders, including financial transactions, if any, in accordance with this tariff; and 7) other services as Company may determine necessary to administer Gas deliveries by Shippers to Consumers. Monthly Rate Adjustments and Taxes and Fees, as set forth on Sheet Nos. 98 – 106, may also apply.

RULES AND REGULATIONS
(Continued)

II. CONSUMER RULES AND REGULATIONS

A. INITIATION OF SERVICE

1. Request for Transportation Service

A prospective Consumer may request Transportation Service by:

- a. Verbal, telephonic, or electronic request to a business office of Company (in the case of a Residential Consumer), or
- b. By submission to Company of a completed Business Application for Transportation Service (in the case of a non-Residential Consumer).

2. Commencement of Transportation Service

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

3. Withholding of Transportation Service

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

4. Connection and Re-Connection Charge

Company shall bill the Consumer an approved Connection or Re-Connection Charge (see Section II.E.) for initiation or restoration of Transportation Service. The Company shall bill the Consumer an approved Change of Occupancy Charge (see Section II.E.) for reading the meter at a premise where there is a change of Consumer occupancy.

RULES AND REGULATIONS

(Continued)

B. ASSIGNMENT OR SELECTION OF SHIPPER

1. Approved Shipper

Unless otherwise authorized by Company, all Consumers shall utilize a Company-approved Shipper to arrange for delivery of Consumer-owned Gas to Company at the Delivery Point(s).

2. Residential Consumer

a. Initial Residential Consumer Premise Assignment for TTS Program

Pursuant to the experimental Transitional Transportation Service (TTS) program approved by the Commission in Order (to be inserted), Company shall assign each Residential Consumer premise to one of two (2) TTS Shippers selected by the Company through a competitive bid process. Company shall identify each Residential Consumer premise by rate class and assign such Residential Consumer premise to a TTS Shipper. Each TTS Shipper shall be assigned, on a random basis, an approximately equivalent number of Residential Consumer premises from each rate class. It is Company's intent that the assignment of Residential Consumer premises to each TTS Shipper shall result in an approximately equal historical annual Therm usage quantity for each TTS Consumer Pool, based on 2006 consumption.

b. Assignment of New Residential Consumer Premises to TTS Shippers

Subsequent to the initial Residential Consumer premise assignment, new Residential Consumer premises shall be alternately assigned to each of the TTS Shippers based on meter activation date.

c. Reactivation of Existing Residential Consumer Premise

Residential Consumers reactivating Transportation Service at an existing premise shall be assigned to the TTS Shipper that was serving the previous Residential Consumer located at the premise.

d. Transfer of Residential Consumer

When a Residential Consumer transfers Transportation Service from an existing premise to another premise, said Residential Consumers' existing TTS Shipper shall transfer with the Consumer to the new premise.

RULES AND REGULATIONS

(Continued)

e. Termination of TTS Shipper Status

If Company terminates a TTS Shipper, in accordance with the Termination of Shipper Status provisions in Section III.B. of this tariff, said TTS Shipper's Residential Consumers shall be assigned by Company to the remaining TTS Shipper until a replacement TTS Shipper is selected by Company. Upon selection of a replacement TTS Shipper, said Residential Consumers shall be transferred to the replacement TTS Shipper. If both TTS Shippers are terminated, all Consumers in the TTS Consumer Pools shall receive SOLR service from Company, until new TTS Shipper(s) is selected and activated.

3. Non-Residential Consumer

a. Selection of CI Shipper

i. New Non-Residential Consumer Premise

Non-Residential Consumer establishing a new premise on Company's distribution system may select any approved CI Shipper. At least ten (10) days prior to meter activation, non-Residential Consumer and its selected CI Shipper shall execute and submit to Company a Letter of Authorization (LOA). In the event a non-Residential Consumer fails to submit a LOA selecting a CI Shipper, Company shall assign said non-Residential Consumer to a TTS Shipper (to be allocated based upon the method shown in Section II.B.2.b.).

ii. Existing Non-Residential Consumer Premise

Non-Residential Consumer activating Transportation Service at an existing premise on Company's distribution system may select any approved CI Shipper. At least ten (10) days prior to meter activation, non-Residential Consumer and its selected CI Shipper shall execute and submit to Company a LOA. In the event a non-Residential Consumer fails to submit a LOA selecting a CI Shipper, Company shall assign said non-Residential Consumer to a TTS Shipper (to be allocated based upon the method shown in Section II.B.2.b.).

iii. Transfer of Non-Residential Consumer

Non-Residential Consumers transferring Transportation Service from an existing premise to another premise shall retain its selected Shipper at the other premise, unless Consumer submits a new LOA to Company.

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iv. Currently receiving service from CI Shipper

Non-Residential Consumers may request to select a different CI Shipper at any time upon execution and submission to Company of an LOA. Upon receipt, Company shall have ten (10) days to validate the LOA. Company shall determine requesting non-Residential Consumers' Shipper and shall notify via e-mail said Shipper of the non-Residential Consumer's request to change its Shipper. If the existing Shipper fails to respond to Company's notice within five (5) days or responds that the requested change is valid, then Company shall process the request. If existing Shipper responds timely that the change is not valid, then Company shall deny the request and return the LOA to the requesting non-Residential Consumer. Upon Company validation of an executed and submitted LOA, Company shall determine if the non-Residential Consumer is an Existing Consumer (as defined in Section III.E.2.) and, if so determined, shall redistribute capacity to the selected Shipper in accordance with Section III.E.3., of this tariff. Non-Residential Consumer shall begin service with the new CI Shipper on the first day of the month following the ten (10) day processing period.

v. Currently receiving service from TTS Shipper

Non-Residential Consumers may request to select a CI Shipper at any time upon execution and submission to Company of an LOA. Upon receipt, Company shall have ten (10) days to validate the LOA. Non-Residential Consumer shall begin service with the new CI Shipper on the first day of the month following the ten (10) day processing period.

b. Unable to receive service from CI Shipper

If for any reason a non-Residential Consumer is unable to receive service from a CI Shipper, said non-Residential Consumer shall be assigned to a TTS Shipper (to be allocated based upon the method shown in Section II.B.2.b.).

c. Assignment of TTS Shipper

i. Initial non-Residential Consumer Premise Assignment for TTS Program

Pursuant to the experimental TTS program approved by the Commission in Order (to be inserted), Company shall assign each non-Residential Consumer premise receiving Transportation Service under the existing TTS program to one of two (2) TTS Shippers selected by the Company through a competitive bid process. Company shall identify such non-

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Residential Consumer premises by rate class. Each TTS Shipper shall be assigned, on a random basis, an approximately equivalent number of such non-Residential Consumer premises from each rate class. It is Company's intent that the assignment of non-Residential Consumer premises to each TTS Shipper shall result in an approximately equal historical annual Therm usage quantity for each TTS Consumer Pool, based on 2006 consumption.

ii. Currently receiving service from CI Shipper

Non-Residential Consumers receiving service from a CI Shipper may select to be assigned to a TTS Consumer Pool. Said non-Residential Consumer shall execute a Non-Residential Consumer Selection of TTS Shipper (see Sheet No. 119) specifying the TTS Shipper or shall be assigned by Company to a TTS Shipper, allocated based upon the method shown in Section II.B.2.b.

d. Selection of TTS Shipper

Non-Residential Consumers in a TTS Consumer Pool may change their TTS Shipper and pricing option or existing TTS Shipper's pricing option only during open enrollment periods as defined in Section II.D.

e. Termination of Shipper Status

i. CI Shipper

If Company terminates a CI Shipper, in accordance with the Termination of Shipper Status provisions in Section III.B., said CI Shipper's Consumers shall be assigned by Company to a TTS Shipper, utilizing the method shown in Section II.B.2.b.

ii. TTS Shipper

If Company terminates a TTS Shipper, in accordance with the Termination of Shipper Status provisions in Section III.B. of this tariff, said TTS Shipper's non-Residential Consumers shall revert to the remaining TTS Shipper until a replacement TTS Shipper is approved. Upon selection of a replacement TTS Shipper, said non-Residential Consumers shall be transferred back to the replacement TTS Shipper. If both TTS Shippers' rights are terminated, Company shall serve non-Residential Consumers in the TTS program under its SOLR Service, until a replacement TTS Shipper is approved or non-Residential Consumer

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(Continued)

select a CI Shipper in accordance with Section II.B.3.a.v.

C. ASSIGNMENT OR SELECTION OF SHIPPER PRICING OPTIONS BY CONSUMERS

1. Residential Consumers

Residential Consumers assigned to a TTS Shipper shall initially receive the standard pricing option as identified in Company's TTS Shipper Agreement with each TTS Shipper. Residential Consumers transferring service from an existing premise to another premise shall retain the pricing option in effect at the original premise. Residential Consumers may change pricing options and/or Shippers during an open enrollment period as defined in Section II.D.

2. Non-Residential Consumers

a. CI Shipper

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

b. TTS Shipper

Non-Residential Consumers assigned to a TTS Shipper shall initially receive the standard pricing option as identified in Company's TTS Shipper Agreement with each TTS Shipper. Non-Residential Consumers in the TTS program who transfer service from an existing premise to another premise shall retain the pricing option in effect at the original premise.

D. TTS PROGRAM OPEN ENROLLMENT PERIODS

1. Residential Consumers

Company shall, as provided in Commission Order (to be inserted), offer open enrollment periods where Residential Consumers may select 1) the Company's current or experimental rate; 2) TTS Shipper; and/or, 3) TTS Shipper's pricing option. Company shall communicate to Residential Consumers the specific terms and conditions of the open enrollment period. Company shall present to each Consumer the current and experimental rate schedules offered to each Consumer. Company shall also present the various pricing and other service offers on behalf of each TTS Shipper. Residential Consumers shall, in writing, make their selection of Company rate schedule, TTS Shipper and TTS Shipper pricing

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option to Company in accordance with the terms and conditions of the open enrollment process. Residential Consumers not designating, in writing, their selection of a Company rate schedule, TTS Shipper or TTS Shipper pricing option, shall retain their existing Company rate schedule, TTS Shipper and TTS Shipper pricing option. In the event Residential Consumers' existing TTS Shipper no longer offers their existing pricing option, and the Residential Consumer does not select an offered pricing option, the Company shall assign such Residential Consumer to their existing TTS Shipper at the standard pricing option as identified in Company's TTS Shipper Agreement with each TTS Shipper. Company does not assume any liability related to the selections made by each Residential Consumer and does not warrant that each Residential Consumer will select the Company rate schedule, TTS Shipper and/or TTS Shipper pricing option that is most advantageous.

2. Non-Residential Consumers

a. Selection of CI Shipper

Non-Residential Consumers in a TTS Consumer Pool may select any approved CI Shipper at any time in accordance with Section II.B.3.a.v.

b. Selection of TTS Shipper

Non-Residential Consumers in a TTS Consumer Pool may change their TTS Shipper and pricing option or existing TTS Shipper's pricing option only during open enrollment periods as defined in Section II.D.1.

E. MISCELLANEOUS CHARGES

The Company shall charge the Consumer the following amounts, as applicable:

<u>Description of Charge</u>	<u>Amount</u>
Connection Charge – FTS-A through FTS-3.1:	\$52.00
Connection Charge – FTS-4 through FTS-6:	\$75.00
Connection Charge – FTS-7 and above:	\$200.00
Temporary Disconnect Charge:	\$21.00
Collection in Lieu of Discontinuance Charge:	\$40.00
Change of Account Charge:	\$13.00
Failed Trip Charge:	\$20.00
Meter Re-Read at Consumer Request Charge:	\$28.00
Return Check Charge:	\$25.00 or 5% of the face value of the check, whichever is greater.
Service Extension Charge (Any size service line):	Actual installed cost

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(Continued)

Where above services are provided outside of normal business hours, by special appointment, or same day service the charges set forth above shall be multiplied by 1.5.

F. ASSIGNMENT OF RATE SCHEDULES

1. Initial Rate Schedule Assignment

At the time of meter activation, Company shall estimate the annual therm usage of premise occupied by Consumer (based upon the connected gas consuming appliances or equipment) and shall assign Consumer's premise to the applicable rate schedule. Company shall not be required to make any refunds to Consumers if actual annual usage is below the minimum usage level of the rate schedule assigned.

2. Annual Rate Schedule Review

Company shall review the annual therm usage of each premise at calendar year end and shall assign each premise to the rate schedule that corresponds to its respective annual therm usage. Such rate schedule assignments shall be effective on January 1 of each calendar year. Company shall not be required to make any refunds to Consumers if actual annual usage is below the minimum usage level of the rate schedule assigned.

G. CONSUMER'S INSTALLATION

1. Type and Maintenance

The Consumer's Installation shall be constructed and maintained in accordance with the Consumer Rules and Regulations of the Company and all governmental regulations applicable to Consumer's Installation. The Consumer shall not utilize any apparatus or device which is not properly constructed, controlled, or protected, or which may adversely affect Transportation Service; and the Company reserves the right to discontinue or withhold Transportation Service to any Consumer on account of any defect in Consumer's Installation.

2. Change of Consumer's Installation

No changes in Consumer's Installation that will affect the operation of any portion of the distribution system of the Company shall be made without written consent of the Company. The Consumer will be liable for any damage to the Company resulting from a violation of this provision.

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(Continued)

3. Inspection of Consumer's Installation

If municipal or other governmental inspection is required, the Company shall not be required to render Transportation Service until such inspection has been made and the Company has received approval from the inspecting authority. The Company reserves the right to inspect Consumer's Installation prior to rendering Transportation Service and from time to time thereafter, but assumes no responsibility whatsoever on account of having made such inspection.

4. Investigation of Suspected Gas Leak on Consumer's Installation

Company, upon request from Consumer, shall investigate a suspected Gas leak on the Consumer's Installation at no charge to the Consumer. If a leak is detected on Consumer's Installation, Company shall turn off the meter until appropriate repairs are affected. Upon Consumer request to reactivate the meter, Company shall determine if appropriate repairs have been made and, if so, turn the meter on. The approved Re-Connection Charge (Section II.E.) shall apply.

5. Indemnity to Company

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

H. ESTABLISHMENT OF CREDIT

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

Residential:

- 1) Furnish a satisfactory guarantor to secure payment of bills for service requested; such guarantor must be a customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a residential customer, whose payment of bills is secured by the guarantor, meets the requirements of Section K1- Refund of Deposits. Guarantors providing security for payment of residential customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or
- 2) Furnish an irrevocable letter of credit from a bank equal to two (2) month's average bills; or

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H. Establishment of Credit (Continued)

- 3) Furnish a surety bond equal to two (2) month's average bills; or
- 4) Pay a cash deposit.

Non-Residential:

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

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I. DEPOSIT REQUIREMENTS

If a prospective Consumer does not satisfy one of the creditworthiness criteria defined in Section H, then payment of an initial deposit shall be required according to the following criteria:

1. Deposit Required

- a. The amount of the initial deposit, if required may not exceed an amount necessary to cover charges for service for two (2) month's average billings to be calculated either:
- previous billings at the service address;
 - average billings for the class of Customer (residential or non-residential);
 - average billings based on the type of equipment /appliances in service to be put into service.

In the absence of historical information, the deposit amount shall be determined by the following schedule:

<u>Rate Classification</u>	<u>Initial Deposit Amount</u>
FTS-1	\$ 55.00
FTS-2	\$ 75.00
FTS-2.1	\$ 150.00
FTS-3	\$ 300.00
FTS-3.1	\$ 500.00
FTS-4	\$ 1,000.00
FTS-5	\$ 1,850.00
FTS-6	\$ 3,200.00
FTS-7	\$ 4,300.00
FTS-8	\$ 7,650.00
FTS-9	\$ 11,500.00
FTS-10	\$ 17,000.00
FTS-11	\$ 30,500.00
FTS-12	\$ 86,500.00
FTS-NGV	\$ 7,500.00

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

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deposit made by a prospective Consumer shall be given to prospective Consumer. Such receipt is not negotiable or transferable.

c. Request for Billing of Initial Deposit Amount

Prospective Residential Consumers may request to be billed for the amount of the initial deposit. A bill for prospective Residential Consumer's initial deposit is due upon receipt and shall be considered delinquent by the Company at the expiration of seven (7) days from the date of mailing by the Company. Delinquent accounts are subject to Section R, Discontinuance of Transportation Service.

2. New or Additional Deposits

The Company may require, upon reasonable written notice of not less than thirty (30) days, such request or notice being separate and apart from any bill for Transportation Service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required new or additional deposit shall not exceed an amount equal to the average actual charges for Transportation Service for two (2) billing periods during the twelve (12) month period immediately prior to the date of notice. In the event the Consumer has had service less than twelve (12) months, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

J. INTEREST ON DEPOSITS

Six percent (6%) per annum interest will be credited to Residential Consumer's account annually in accordance with the current effective rules and regulations of the Commission. Seven percent (7%) per annum will be credited annually on deposits of Residential Consumers qualifying under Section II.K.1. when the Company elects not to refund such a deposit after twenty-three (23) months. The Company shall credit annually seven percent (7%) per annum on deposits of non-Residential Consumers qualifying for refund under Section II.K.1. until the Commission sets a new interest rate applicable to the Company.

K. REFUND OF DEPOSITS

1. With Satisfactory Payment Record

After a Residential Consumer has established a satisfactory payment record and has had continuous service for a period of not less than 23 months, the Company

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shall refund the Residential Consumer's deposit. Company shall, at its option, either refund or pay the higher rate of interest specified in Section II.J. for non-Residential Consumer's deposit provided the non-Residential Consumer has not, in the preceding twelve (12) months: a) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of mailing or delivery by Company); b) paid with a check refused by a bank; c) been disconnected for non-payment; d) tampered with the gas meter; or, e) used service in a fraudulent or unauthorized manner.

2. Termination of Service

Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the Consumer but in no event later than fifteen (15) days after service is discontinued.

L. BILLING

1. Billing Periods

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

2. Partial Month

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

3. Non-Receipt of Bills

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

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4. Calculation of Bill

- a. A meter or meters at each Point of Delivery will measure Consumer consumption and the Company shall apply appropriate conversion factors (including BTU factor) to determine Consumer's usage and the Monthly Rates set forth in the applicable rate schedule shall be applied to determine the amount of Company's bill for Transportation Service.
- b. If a Consumer transports under more than one rate schedule, the Transportation Service rendered under each rate schedule shall be separately metered and separate bills shall be calculated. If a Consumer transports under a particular rate schedule but receives delivery thereof at more than a single Point of Delivery, the Company shall consider such deliveries as separate Transportation Service and will calculate separate bills.

5. Billing of Shipper's Charges

The Company shall include TTS Shipper's and may include CI Shipper's charges, if such CI Shipper has elected the SABS service and Company, at its sole option, has elected not to bill separately CI Shipper's charges, for the sale of Gas, separately identified, on its monthly bill to individual Consumers. The Company may, at its sole option, include Shipper's charges for other services on Company's monthly bill to Consumers.

6. Backbilling

The Company may backbill Consumer for any period of up to twelve (12) months for any undercharge in billing which is the result of the Company's error. In such instance, the Company shall allow the Consumer to pay over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.

7. Delinquent Bills

Bills are due when rendered, and are delinquent in accordance with the rules established by the Commission. Transportation service will be discontinued after five (5) days written notice to the Consumer subsequent to such delinquent date and, if discontinued, such service will not be restored until all bills are paid in full and a Re-Connection Charge is paid (see Section II.E.).

8. Estimated Bills

When there is good reason for doing so, the Company may estimate the meter

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reading for billing purposes. In such circumstances, the word "Estimated" shall prominently appear on the bill.

9. Adjustment of Bills for Meter Error

a. Fast Meters

Whenever a meter is found to have an average error of more than two percent (2%) fast, the Company shall refund to the Consumer the amount billed in error for one-half the period since the last test, said one-half period not to exceed twelve (12) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond, such date, based upon available records. If the meter has not been tested in accordance with Rule 25-7.064 F.A.C., the period for which it has been in service beyond the regular test period shall be added to the twelve (12) months in computing the refund. The refund shall not include any part of any minimum charge.

b. Slow Meters

1. Except as provided by this sub-section, the Company may backbill in the event that a meter is found to be slow, non-registering or partially registering. The Company may not backbill for any period greater than twelve (12) months from the date it removes the meter of a Consumer, which meter is later found by the Company to be slow, non-registering or partially registering. If it can be ascertained that the meter was slow, non-registering or partially registering for less than twelve (12) months prior to removal, then the Company may backbill only for the lesser period of time. In any event, the Consumer may extend the payments of the backbill over the same amount of time for which the Company issued the backbill. Nothing in this sub-section shall be construed to limit the application of Subsection 9.d. below.

2. Whenever a meter tested is found to have an average error of more than two percent (2%) slow, the Company may bill the Consumer an amount equal to the unbilled error in accordance with this Subsection. If the Company has required a deposit as permitted under Rule 25-7.065(2) F.A.C., the Consumer may be billed only for that portion of the unbilled error that is in excess of the deposit retained by the Company.

3. In the event of a non-registering or a partially registering meter, unless the

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provisions of Subsection 9.c. below apply, a Consumer may be billed on an estimate based on previous bills for similar usage.

- c. It shall be understood that when a meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge in Subsection 9.a. or 9.b. above shall be that percentage of error as determined by the test.
- d. In the event of unauthorized use, the Consumer may be billed on a reasonable estimate of the gas consumed.

M. PAYMENTS

1. Payment Methods

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

- a. Consumers electing to pay their bill by telephone shall be required to furnish a valid credit card number to Company for processing.
- b. Consumers electing to participate in Company's direct bank debit program shall execute the Direct Debit Form (see Sheet No. 113) with Company and agree to the terms and conditions contained thereon.

2. Application of Payments

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

a. Aging of Accounts Receivable

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

b. Payment Application Methodology

- i. Separately stated taxes and fees, until fully satisfied; then,

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- ii. Shipper's charges for the sale of Gas, if any, until fully satisfied; then,
- iii. Company's regulated charges, until fully satisfied; then,
- iv. Other Company non-regulated charges, until fully satisfied; then
- v. Other Shipper charges.

3. Payment Dishonored by Bank

For each payment dishonored by Consumer's bank, a Returned Check Charge (see Section II.E.) shall be added to Consumer's bill for Transportation Service. Termination of service shall not be made for failure to pay the Returned Check Charge.

N. METERING

1. Use of Meters and Measuring Equipment

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

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2. Location of Meters

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

3. Meter Accuracy at Installation

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

4. Periodic Meter Tests

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

5. Meter Test by Request

- a. Upon written request of a Consumer, Company shall, without charge, make a test of the accuracy of the meter in use at Consumer's premise; provided, first, that the meter has not been tested by Company or by the Commission within twelve months previous to such request.
- b. Should any Consumer request a meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in

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accordance with Commission Rule 25-7.065 FAC.

- c. If the meter is found to be more than two percent (2%) fast, the deposit shall be refunded, but if below this accuracy limit, the deposit shall be retained by the Company as a service charge for conducting the test.
6. Meter Test - Referee
- a. In the event of a dispute, upon written application to the Commission by any Consumer, a test of the Company's meter at Consumer's premise shall be made or supervised as soon as practicable by a representative of the Commission.
 - b. The meter shall in no way be disturbed after the Company has received notice that application has been made for such referee test unless a representative of the Commission is present or unless authority to do so is first given in writing by the Commission or by the Consumer.
 - c. A written report of the results of the test shall be made by the Commission to the Consumer.

O. DISTRIBUTION FACILITIES EXTENSION POLICY

1. Feasibility Assessment

Prior to any extension of distribution facilities for the purpose of providing Transportation Service to one or more Consumer premises, the Company shall assess the economic feasibility of its capital investments for each proposed extension of facilities. For the purposes of this policy, distribution facilities shall mean: mains, services, land rights, city gate stations, district regulator stations, meters, regulators, other materials and appurtenances, including the installation of such facilities.

2. Maximum Allowable Construction Cost

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

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(Continued)

3. Distribution Facilities Extension Options

a. Free Extensions

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

b. Advance in Aid of Construction

Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Consumer(s) or other person, such as a real estate developer, governmental entity, Shipper, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference between the estimated capital investment and the MACC. The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

- i. At the end of the first year following the in-service date of an extension of facilities, the Company shall recalculate the MACC using its actual capital investment costs and the actual transportation revenues derived from the extension. If the recalculated MACC using actual costs and revenues exceeds the original estimated MACC, the Company shall refund to the Depositor the difference between the Original Advance and the Advance required, if any, resulting from the recalculation of the MACC.
- ii. For each additional Consumer taking service at any point on a main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the Depositor an amount by which the MACC of each additional Consumer exceeds the capital investment costs of connecting such Consumer, provided that an additional main extension shall not have been necessary to serve such additional Consumer.
- iii. The aggregate refund to any Depositor made through the above provisions shall not exceed the original Advance of such Depositor.

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

c. Area Extension Program

Where the estimated capital investment for an extension of distribution facilities exceeds the MACC, the Company may, at its reasonable discretion, proceed with the extension and establish an Area Extension Program (AEP) charge to recover the capital investment costs in excess of the MACC, as provided below.

i. Initial AEP Charge

The Company shall calculate the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's allowed cost of capital) required to extend the distribution facilities to serve the prospective Consumer(s) (the "AEP Recovery Amount"). The AEP Recovery Amount shall be divided by the number of Consumer premises projected to be served at the end of year five (5) following the in-service date of the extension. The Company shall determine a reasonable Amortization Period over which the AEP Recovery Amount shall be collected from each premise. The Amortization Period shall apply individually to each premise and shall not exceed 120 Billing Months. For the purposes of AEP cost recovery, a Billing Month shall mean a month in which Company renders a billing statement to an active Consumer account for a premise served by an AEP extension of facilities. In the event a premise becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Recovery Amount shall be divided by the number of months in the Amortization Period to establish a monthly AEP Charge. The AEP Charge shall be billed to each Consumer premise activating service within the initial five (5) year period following the in-service date of the extension.

ii. Recalculated AEP Charge and True-Up

At the end of year five (5) following the in-service date of an extension of facilities for which an AEP Charge has been established, the Company shall calculate the cost difference between the original MACC, based on

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estimated costs and revenues, and a recalculated MACC using the Company's actual capital investment costs (such costs to include the Company's allowed cost of capital) and the actual transportation revenues derived from the extension through the end of year five (5), (the "Recalculated AEP Recovery Amount"). In recalculating the MACC, the Company shall include any actual revenue received from Consumers or other entities, other than AEP Charge revenues, for the specific purpose of contributing to the recovery of the Company's capital investment cost for the extension. In recalculating the MACC, the Company shall assume that any additional capital investment required for the extension subsequent to year five (5) will be supported by the Company's base rates and charges. The actual transportation revenues derived from the extension in year five (5) shall be assumed to be the annual revenues for the remaining life of the extension, for the purpose of recalculating the MACC. A Recalculated AEP Charge for the remaining Amortization Period shall be determined as follows:

- (1) The Recalculated AEP Recovery Amount shall be divided by the actual number of Consumer premises for which gas service has been activated at the end of year five (5) following the in-service date of the extension. The Recalculated AEP Recovery Amount shall be divided by the number of months in the original Amortization Period for the AEP extension to establish a monthly Recalculated AEP Charge for each Consumer premise. The Recalculated AEP Charge shall be billed to each Consumer premise that received gas service during the five (5) year period following the in-service date of an AEP extension of facilities over the remaining months of the Amortization Period applicable to the premise.
- (2) For each Consumer premise that received gas service during the five (5) year period following the in-service date of an AEP extension of facilities, the Company shall determine the total AEP Recovery Amount collected from the initial AEP Charge during the Billing Months. Such amount shall be compared to the AEP Recovery Amount that would have been recovered for each premise if the Recalculated AEP Charge had been in effect over the respective Billing Months for each premise (the "True-up Amount".) A charge or credit for the True-up Amount shall be rendered by the Company

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to each premise within sixty (60) days of the end of the five (5) year period following the in-service date of an AEP extension of facilities, Where a True-up Amount results in a charge to Consumers, the Company may extend the payment period to recover the True-up Amount.

(3) Neither the initial AEP Charge or the Recalculated AEP Charge shall be billed to any Consumer premise that activates gas service from an AEP extension of facilities subsequent to the end of the five (5) year period following the in-service date of an AEP extension of facilities.

(4) Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.

4. Service Extensions From Existing Mains

The Company shall extend service facilities connecting a Consumer premise to an existing main, where the Company's capital investment to install the service does not exceed the MACC. Where the service extension capital investment exceeds the MACC, the Consumer shall pay to the Company a non-refundable amount equal to the difference between the MACC and the estimated capital cost of the service extension.

5. Temporary Service

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

6. Relocation of Distribution Facilities

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

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P. OBLIGATIONS OF COMPANY AND CONSUMERS

1. Operation of Company's System

Company shall use reasonable diligence in operating its system in order to insure a uniform and adequate delivery of Gas to meet Consumers' requirements. Company is responsible for the transportation of Consumer-owned Gas, but is not responsible for providing Gas, except in the circumstances when the Company is providing SOLR Service to Consumers.

2. Company's Obligation to Provide Transportation Service to Consumers

Notwithstanding all other applicable provisions of this tariff and any Special Contract provisions to the contrary, Company shall be obligated to provide Transportation Service to Consumers if Consumers' designated Shipper meets the delivery obligations as defined in Section III.J.4. In the event Consumers' designated Shipper fails to meet said delivery obligations, the Company shall have no obligation to provide Transportation Service to said Consumers.

3. Temporary Interruptions

Company may temporarily shut off the meter to the Consumer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to Company's distribution facilities, and will endeavor to make such interruptions, if required, at a time, where possible, which will cause the least inconvenience to the Consumer.

4. Curtailments

Service may be curtailed or fully interrupted without notice in case of emergency at the sole discretion of Company in accordance with the provisions of the curtailment plan, on file with the Commission. Company assumes no liability for any loss or damage that may be sustained by Consumer by reason of any curtailment or interruption of service rendered herein.

5. Information to Consumers

Company shall maintain personnel at its general offices to assist the Consumer in acquiring Transportation Service, providing information as to rates and charges and handling Consumer inquiries or complaints. A copy of Company's approved tariff is available for inspection at the Company's general offices during normal business hours.

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6. Access to Consumer's Premises

Consumer shall be obligated to allow Company or its duly authorized agents to enter Consumer's premises at all reasonable hours for obtaining meter readings, for shutting off the flow of Gas when necessary or due to any Consumer delinquency or infraction, for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of Company installed on the premises or for all other reasons set forth in other sections of these Consumer Rules and Regulations. Access shall be granted at all times for emergency purposes. Any refusal on the part of Consumer to permit Company access to premises will be cause for discontinuance of Transportation Service without liability to the Company.

7. Right of Way

The Consumer shall grant or cause to be granted to Company, without cost to Company, all rights, easements, permits and/or privileges that in Company's opinion are necessary for the rendering of Transportation Service.

8. Protection of Company's Property

All property of Company installed in or upon Consumer's premises used and useful in supplying service is placed there under Consumer's protection. All reasonable care shall be exercised to prevent loss of, or damage to, such property and, ordinary wear and tear excepted, Consumer will be held liable for any such loss of property, and/or damage thereto and shall pay to Company the cost of necessary repairs or replacements.

9. Interfering or Tampering with Company's Property

Consumer will be held responsible for breaking the seals, tampering or interfering with Company's meter or meters, or other equipment of Company installed on Consumer's premises, and no one except employees or authorized agents of Company will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to Company except in cases of emergency.

10. Non-Residential Consumer Request to Increase Usage

Non-Residential Consumer at an existing premise shall notify Company of non-Residential Consumer's intent to increase its current annual usage by at least 25% at said premise at least sixty (60) days prior to the expected increase in usage.

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Company shall respond to non-Residential Consumer's request within thirty (30) days of receipt, indicating Company's acceptance or denial of non-Residential Consumer's request and any limitations of Transportation Service.

11. Conformance with Tariff

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

Q. FORCE MAJEURE

1. In the event either Company or Consumer is unable wholly or in part by Force Majeure to carry out its obligations under this tariff, or under a Special Contract, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
2. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes or evacuation orders due to hurricanes, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of well or lines of pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such

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servitude, rights of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

R. DISCONTINUANCE OF TRANSPORTATION SERVICE

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

1. Without Notice
 - a. For Consumer's non-compliance with or violation of any State or municipal law or regulation governing gas service.
 - b. For Consumer's failure or refusal of the Consumer to correct any deficiencies or defects in Consumer's piping or appliances which are reported to Consumer by Company.
 - c. For Consumer's use of Gas for any other property or purpose than that described in the application.
 - d. For Consumer's failure or refusal to provide adequate space for the meter and service equipment of Company.
 - e. In the event of a condition known to Company to be hazardous.
 - f. In the event of Consumer's tampering with regulators, valves, meters or other facilities furnished and owned by Company.

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(Continued)

- g. In the event of Consumer's unauthorized or fraudulent use of service, Whenever service is discontinued for fraudulent use of service, Company, before restoring service, may require the Consumer to make at Consumer's expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.

2. After Five (5) Working Days Written Notice

- a. For Consumer's non-payment of Company's regulated charges.
- b. For Consumer's failure or refusal to provide or increase a deposit, when requested, to insure payment of Company's regulated charges.
- c. For Consumer's neglect or refusal to provide reasonable access to Company or its agents for the purpose of reading meters or inspection and maintenance of equipment owned by Company.
- d. For Consumer's noncompliance with the Company's Rules and Regulations of this tariff, after there has been a diligent attempt to have the Consumer comply.

3. Waiver of Discontinuance of Transportation Service

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

4. Collection in Lieu of Discontinuance of Transportation Service

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

S. RESTORATION OF TRANSPORTATION SERVICE

When service has been discontinued for any of the reasons set forth in or violation of the Consumer Rules and Regulations, service will be restored only after the following

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conditions are met:

1. Consumer pays, in full, for all delinquent amounts due for Company's regulated charges including a service Re-Connection Charge (Section III.E.), damages, or fraudulent use.
2. All conditions creating violations of these Rules and Regulations, unsafe conditions, misuse or fraudulent uses have been corrected by Consumer and proven satisfactory to Company.
3. Consumer has provided the required deposit.

T. TERMINATION OF TRANSPORTATION SERVICE

1. Change of Occupancy

Subject to any existing Agreement by Consumer and Company, when a change of occupancy takes place at any premise to which Company renders Transportation Service, Consumer shall provide Company with its request for termination of Transportation Service at least three (3) working days prior to the date of change. Said Consumer shall be responsible for all Transportation Service charges for such premise up to and including the effective date of change.

2. Removal of Service

If Consumer wishes Company's property to be removed, Consumer shall give notice at the office of the Company at least ten (10) working days prior to the time of such requested removal.

U. LIMITATION OF TRANSPORTATION SERVICE

1. New Premise

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

2. Existing Premise

Company may establish a MDTQ for Gas for non-Residential Consumer at an

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existing premise who request an increase in annual usage, in accordance with Section II.P.10., if, in the reasonable opinion of Company, it is necessary to protect system integrity or to ensure other existing premises are not adversely affected by said non-Residential Consumer(s) request. Company shall not be obligated to transport non-Residential Consumer-owned Gas above non-Residential Consumer's MDTQ, if established, but may do so if feasible and without adverse affect to other Consumers, in the reasonable opinion of Company.

V. APPLICABILITY OF RULES AND REGULATIONS

Unless otherwise provided in an agreement approved by the Commission, these Rules and Regulations apply to Transportation Service rendered by the Company in the entire service area of the Company, as such distribution system is now constituted and as it may be enlarged or extended, and to any new distribution system which may be acquired or constructed by the Company.

W. OWNERSHIP OF PROPERTY

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

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(Continued)

III. SHIPPER RULES AND REGULATIONS

A. INITIATION OF SERVICE

1. TTS Shipper Requirements

TTS Shippers selected by Company shall:

- a. Execute a TTS Shipper Agreement (Sheet Nos. 122 to 136);
- b. Establish credit sufficient to Company in accordance with these Rules and Regulations; and
- c. Agree to receive SABS service.

2. CI Shipper Requirements

An entity is eligible to become a CI Shipper that has:

- a. Executed a CI Shipper Agreement (Sheet Nos. 137 to 138);
- b. Established credit sufficient to Company in accordance with these Rules and Regulations;
- c. Selected either the SABS or SAS Shipper Service.

3. TTS Shipper Competitive Bid Process

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

4. Allocation of Consumers to TTS Shippers

Consumers shall be initially allocated to the TTS Consumer Pools in accordance with the process described in Sections II.B.2. and II.B.3.c. Residential Consumers shall be required to remain with the initial TTS Shipper until the Company offers open enrollment periods in accordance with Section II.D. Non-Residential Consumers can select any approved CI Shipper, and exit the TTS program in accordance with Section II.B.3.a.v.

5. Establishment of Credit

All Shippers shall establish credit prior to commencing deliveries of Gas hereunder, and shall maintain such credit during the term hereof, by one of the following methods:

- a. Payment of a cash deposit with Company in an amount equal to the DCQ times \$50;

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- b. Furnishing an irrevocable letter of credit from a bank, or a surety bond issued by an entity acceptable to the Company in an amount equal to the DCQ times \$50;
- c. Possessing and maintaining a Standard & Poor's Long Term Debt Rating of A- or better, a Moody's rating of A3 or better, or a comparable rating by another nationally recognized rating organization acceptable to Company; or, providing an acceptable corporate guarantee in an amount equal to the DCQ times \$50.

B. TERMINATION OF SHIPPER STATUS

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

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

C. ASSIGNMENT OF RATE SCHEDULE

1. SABS Rate Schedule

Upon initiation of service, all TTS Shippers shall be assigned to the SABS rate schedule. CI Shippers may elect the SABS rate schedule.

2. SAS Rate Schedule

Upon initiation of service, all CI Shippers shall be assigned to the SAS rate schedule, unless CI Shipper has elected the SABS rate schedule.

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(Continued)

3. OS-DPO Rate Schedule

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

D. TERMINATION OF CONSUMER

Any CI Shipper may terminate service for any reason to a non-Residential Consumer upon written submittal to Company ten (10) days prior to the first day of the month of the CI Shipper Consumer Termination Form included in the Standard Forms section of this tariff. Unless Company receives a valid LOA requesting service from a CI Shipper, said non-Residential Consumer shall be assigned to a TTS Shipper in accordance with Section II.B.3.b.

E. CAPACITY RELEASE

1. Intent of Capacity Release

Company, through its Service Agreements with Transporters, has contracted for firm capacity rights on Transporters' pipeline systems. Company can either: 1) temporarily release to Shippers each month, utilizing the methodology described below, all Transporter capacity for Shippers' use in transporting Gas to its Consumer Pool; or, 2) retain sufficient capacity for the provision of the SOLR Service, in accordance with the applicable provisions of this tariff and release the remainder of Transporter capacity to Shippers' as described herein.

2. Capacity Release Methodology

The Company shall, to the extent Transporter capacity is available, release Transporter capacity for each Existing Consumer (defined as a non-Residential Consumer who was receiving Transportation Service from the Company on or before November 5, 2002) to its selected CI Shipper or its assigned TTS Shipper. The Company shall temporarily release all quantities of such Transporter capacity to Shippers each month in accordance with the Transporter capacity allocation method approved by the Commission in Order No. PSC-02-1646-TRF-GU and as further clarified herein.

3. Quantity of Capacity For Release

Each month, Company shall determine the DCQ to be released to each Shipper using the following methodology:

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- a. For an Existing Consumer whose annual Gas usage exceeded 100,000 Therms in calendar year 2001:
 - i. the DCQ shall be the daily quantity of Transporter capacity as exhibited in an executed capacity release agreement in effect on November 5, 2002 ("Capacity Agreement"). At the expiration or termination of the Capacity Agreement, Company shall continue to allocate Transporter capacity to the Existing Consumer in the same quantity as exhibited in the executed capacity release agreement; or
 - ii. the DCQ shall be the actual peak month Gas usage quantity in calendar year 2001 divided by the number of days in such peak month, rounded up to the next whole dekatherm.
 - b. For each Existing Consumer whose annual Gas usage was 100,000 Therms or less in calendar year 2001, the DCQ shall be determined by dividing the maximum usage quantity for Existing Consumer's rate classification in calendar year 2001 by 365 days; then dividing the result of this calculation (Therms per Gas Day) by 10 (to convert Therms to Dekatherms); and then rounding up to the next whole Dekatherm.
 - c. The remaining capacity quantity after the allocations resulting from Subsections 3a. and 3b. shall be the DCQ for all Residential Consumers. Company shall determine the ratio of active Residential Consumers in each TTS Shipper's Consumer Pool to the total number of active Residential Consumers on the Company's distribution system. The Residential Consumer DCQ shall be proportionately allocated to TTS Shippers based on the ratio described herein.
 - d. Each month, the Company shall determine the total DCQ for each Shipper, in accordance with the methodology described herein. Adjustments to Shipper's DCQ may occur from time to time to reflect changes in Shipper's Consumer Pool, resulting from the submission of LOAs to the Company from Consumers. In the event a Consumer discontinues Transportation Service, all quantities of capacity allocated to such Consumer and released to the Consumer's designated Shipper as provided in this tariff shall revert to the TTS Pool and be allocated as identified in paragraph c. above.
4. Allocation Of Capacity From Multiple Transporters
Company has contracted for capacity on two (2) Transporter's pipelines, Florida Gas Transmission (FGT) and Gulfstream Natural Gas System (GNGS). Company shall allocate Transporter capacity, inclusive of Receipt and Delivery

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Points, from all sources to Shippers using the following method:

- a. For Shippers whose Consumer Pool includes an Existing Consumer(s) with a capacity release agreement(s) in effect on November 5, 2002, capacity shall be released to Shipper as specified in such agreements.
- b. For Shippers whose Consumer Pool includes Existing Consumers without capacity release agreements in effect on November 5, 2002, the allocated Transporter capacity for such Existing Consumers shall be determined as follows. Company shall determine the quantity of FGT and GNGS capacity remaining subsequent to the allocations made in accordance with subsection a. above (the "Remaining FGT Capacity" and the "Remaining GNGS Capacity", respectively). The sum of the Remaining FGT Capacity and the Remaining GNGS Capacity shall be defined as the Remaining Transporter Capacity. Each month, Company shall divide the Remaining FGT Capacity by the Remaining Transporter Capacity and divide the Remaining GNGS Capacity by the Remaining Transporter Capacity to determine the ratio of FGT and GNGS capacity to allocate to each Shipper. Company shall apply the calculated ratio each month of FGT and GNGS capacity to the DCQ to determine the specific release of capacity for said Existing Consumers in Shipper's Customer Pool.
- c. For TTS Shippers with Residential Consumers in their Consumer Pool, the allocated Transporter capacity for such Residential Consumers, if any, shall be determined as follows. Company shall determine the quantity of FGT and GNGS capacity remaining after allocations made in accordance with Subsections 4a. and 4b. above (the "Remaining FGT TTS Capacity" and the "Remaining GNGS TTS Capacity", respectively). The sum of the Remaining FGT TTS Capacity and the Remaining GNGS TTS Capacity shall be defined as the Remaining Transporter TTS Capacity. Each month, Company shall divide the Remaining FGT TTS Capacity by the Remaining Transporter TTS Capacity and divide the Remaining GNGS TTS Capacity by the Remaining Transporter TTS Capacity to determine the ratio of FGT and GNGS capacity to allocate to each TTS Shipper. Company shall apply the calculated ratio each month of FGT and GNGS capacity to the DCQ to determine the specific release of capacity for Residential Consumers in their respective TTS Shipper Consumer Pool.

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5. Capacity for New Consumers

The Company shall have no obligation to release Transporter capacity on behalf of New Consumers (defined as a non-Residential Consumer who began Transportation Service with the Company on or after November 5, 2002). It shall be the responsibility of New Consumers selected Shipper or Shipper Designee to obtain sufficient Transporter capacity, in accordance with Shipper's Delivery Obligations in Section III.J.4. below.

6. Scope of Capacity Release

a. Shipper Service Agreements with Transporters

Shipper shall enter into all required agreements with each Transporter so that Shipper has all necessary rights to accept and acquire the released capacity from Company hereunder. Capacity releases shall be made on a temporary basis, in accordance with applicable FERC rules and regulations, as they may change from time to time. Shippers shall have sole responsibility for complying with all provisions of such agreements and all applicable provisions of Transporters' FERC tariffs.

b. Relinquishment Notices

Each Month, Company shall provide to Transporter the notice of capacity release required under the rules and regulations of the respective Transporter's FERC Tariff. Such notices shall offer to relinquish, on a temporary basis that portion of the Shipper's DCQ to be released by Company. Company shall diligently and in a time sufficient for Shipper to commence use of the released capacity, take all other actions required under the rules and regulations of the respective Transporter's FERC Tariff to release capacity to Shipper.

c. Acceptance of Capacity Release

Shipper shall diligently and in a timely manner take all actions necessary under the rules and regulations of Transporter's FERC tariffs to acquire and accept the capacity released, with the associated primary Receipt Points and primary Delivery Points on Transporter's system, by Company. Company has no obligation to release capacity to Shipper in quantities greater than the DCQ as determined above.

7. Capacity Exceeding Released Quantities

If Shipper in any month requires a quantity of Transporter capacity greater than

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the quantity of capacity released by Company, Shipper shall be responsible for taking such actions as are required to obtain sufficient Transporter capacity to meet its Consumer Pool requirements. Shippers may acquire such Transporter capacity quantities from any source.

F. CAPACITY CHARGES & PAYMENTS

1. Capacity Charges

Shipper shall pay to Transporter the maximum applicable tariff rate allowed by FERC or the negotiated rate for the capacity released and shall indemnify Company and hold it harmless from any and all rates and charges assessed by Transporter to Company for the released capacity.

2. Capacity Payments

Shipper shall make all payments to Transporters for the released capacity in accordance with Shipper's agreement(s) with Transporter(s), by Transporters' FERC Tariffs, and by any applicable FERC rule or order. If Shipper fails to make such payments, Company may make such payments on behalf of Shipper (in a manner which preserves any rights which Shipper may have to dispute the nature or amount of the charges). Shipper shall reimburse Company for such payments inclusive of interest, at the highest interest rate allowed by law, from the date such payments are made by Company to Transporter.

3. Recalled Capacity Payment

Upon the effective date of any recall by Company of any portion or all of the released capacity, Company shall be responsible for and shall pay all applicable rates and charges for such recalled capacity during the period of such recall. Company shall indemnify Shipper, and hold it harmless from any and all such charges assessed by Transporters to Shipper, for the recalled capacity after the effective date of such recall.

4. Refunds from Transporter

If, after the effective date of any Company capacity release to Shipper, Shipper receives from Transporter any refund of any charges previously paid by Company to Transporter, Shipper shall in the month following its receipt of such refund, pay (or where Company owes Shipper funds, credit) to Company the amount of such refund. If during a temporary recall of capacity, Company receives from Transporter any refund of any charges previously paid by Shipper to Transporter,

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Company shall pay or credit to Shipper the amount of such refund in the month following Company's receipt of such refund.

G. SHIPPER RIGHTS TO RELINQUISH CAPACITY

1. Shipper may relinquish with recall rights to a third party any portion or segment of the Transporter capacity released by Company for any period of time, subject to the rules and regulations of Transporters' FERC tariffs.
2. Shipper may relinquish without recall rights to a third party any portion or segment of the Transporter capacity released by Company for a period of time of up to six (6) months, subject to the rules and regulations of Transporters' FERC tariffs.
3. Shipper, only with prior written approval of Company, may relinquish without recall rights to a third party any portion or segment of the Transporter capacity released by Company for a period of time greater than six (6) months, subject to the rules and regulations of Transporters' FERC tariffs.
4. Shipper shall ensure that sufficient capacity is available for recall by Company to accommodate decreases in Shipper's DCQ, in accordance with Section III.H.1.
5. If, through the terms of Shipper's relinquishment of capacity that are not in accordance with the provisions of this Section, Shipper causes Company to incur incremental costs while providing SOLR Service to Consumers, Shipper shall be obligated to reimburse Company for said incremental costs.

H. RECALL RIGHTS TO RELEASED CAPACITY

1. All capacity released to Shipper by Company, or subsequently relinquished by Shipper to a third party, may be recalled by Company from time to time to facilitate the redistribution of capacity among Shippers to accommodate Consumer migration, regardless of the term of a specific capacity release by Company to Shipper or the term of any relinquishment by Shipper to a third party.
2. Company shall have the right to recall temporarily or permanently a portion or all of the capacity released hereunder, subject to the applicable notice requirements

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in Transporter's FERC Tariffs, in the event that (i) Shipper breaches its contractual obligations of payment to Transporter for the released capacity; or (ii) Shipper otherwise breaches the terms and conditions of this tariff. In the event Company temporarily recalls a portion of the released capacity, Company shall re-release such capacity to Shipper within ten (10) days after Shipper has provided assurance satisfactory to Company, in Company's reasonable discretion, that the cause which gave rise to Company's recall right has been removed. Neither a temporary nor a permanent recall of a portion or all of the released capacity shall become effective until Company has given Shipper notice in writing specifying the cause for the recall and Shipper has had ten (10) days after receipt of such notice to remove or correct the cause for the recall and Shipper has failed to remove or correct the cause within such ten (10) day period.

I. RETAINED RIGHT OF FIRST REFUSAL

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

J. FIRM DELIVERY REQUIREMENTS

1. Consumer Pool

Company shall provide to Shippers each month, at least five (5) days prior to Transporter's deadline for posting capacity releases for the first Day of the following Month, (i) a list of the accounts comprising Shipper's Consumer Pool; (ii) the DCQ that Company proposes to release to Shipper; and, (iii) the estimated total Gas requirements to meet the needs of Shipper's Consumer Pool for such following Month. Shipper shall confirm the accuracy of the list of accounts comprising Shipper's Consumer Pool with Company at least two (2) days prior to the Transporter's deadline for posting capacity releases. If Shipper has an objection to the information provided under this Section, Shipper shall immediately contact Company and agrees to cooperatively resolve all objections with Company. If Shipper fails to confirm the accuracy of said list, Company shall proceed with the release to Shipper based on the information provided.

RULES AND REGULATIONS
(Continued)

2. Maximum Daily Transportation Quantity (MDTQ)

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

3. Quality

The quality of Gas delivered by Shipper to the Company shall meet the same specifications as the FERC-approved or Commission-approved tariff requirements of the Transporter connected to Company.

4. Shipper's Delivery Obligations

a. Unless excused by Force Majeure, Shipper shall cause Transporters to deliver on each Gas Day to Transporter delivery points where Company is the DPO a quantity of Gas sufficient to reliably serve the requirements of its Consumer Pool and off-system customers. Shipper shall have no obligation to deliver Gas to Company on behalf of Consumers whose service is terminated, either upon request of the Consumer or for cause. Company shall promptly notify the Shipper of any known change in Consumer account status that will affect Gas quantity deliveries.

b. If any act or omission of Shipper causes Company, as the DPO, to incur any Transporter penalties, other expenses or liabilities of any kind, Shipper will indemnify and reimburse Company for all said penalties, other expenses or liabilities. Nothing herein shall be deemed to foreclose Company from employing other remedies, including cessation of deliveries for the unauthorized usage of Gas.

K. MUTUALLY BENEFICIAL TRANSACTIONS

Shipper recognizes that Company maintains the operation and integrity of Company distribution system on a daily basis. Shipper also recognizes that as DPO for the interstate pipeline interconnects, Company or its agent is subject to the rules and regulations of the Transporters with regard to operational flow rates, pressures and penalties. As such, Company may need Shipper to vary its daily delivery from the nominated delivery quantities. On those occasions, Company may request, at its sole discretion, and Shipper may agree to, a change to Shipper's nominated Gas supply

RULES AND REGULATIONS
(Continued)

quantities and either Transporter's pipeline capacity. Terms and conditions of such transactions shall be agreed upon at the time of the transaction and shall be recorded and confirmed in writing within two business days after the transaction.

L. SCHEDULING AND NOMINATING

Each Shipper shall submit to Company all scheduling and nominating information simultaneously with its submission to Transporters.

M. GAS MONTH BALANCING

The balancing of the quantity of Gas scheduled and nominated for each Shipper, at all Transporter delivery points for which Company, or Company's agent, is the DPO, and the actual Gas Month usage by the sum of all individual Consumers served by each Shipper shall be done on a monthly basis. The Company and Shipper shall resolve all Gas Month imbalance quantities at the end of each Month, as follows:

1. If the Gas Month imbalance quantity is positive (amount of Gas scheduled is greater than aggregated actual Gas Month usage by Consumers), the Company shall purchase from Shipper such Gas Month imbalance quantity at a price per therm (the "Unit Price") calculated by taking: (i) the lowest weekly average (weeks where Friday is within the Gas Month) of the "Daily price survey" for Gas under the "Midpoint" column for "Florida Gas, zone 1", "Florida Gas, zone 2" or "Florida Gas, zone 3", as reported in *Platts Gas Daily*, for the Gas Month in which the positive Gas Month imbalance quantity was incurred, multiplied by the applicable factor set forth below:

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

and subtracting: (ii) the monthly per therm charge billed to Company from DPO agent (if any), as such DPO agent charges are specifically approved by the Commission. This charge is calculated by dividing the billed DPO charges by the sum of the absolute value of all Shippers positive Gas Month imbalance quantities

RULES AND REGULATIONS

(Continued)

and all Shippers negative Gas Month imbalance quantities.

The total amount due Shipper shall be the product of the Unit Price and the positive Gas Month imbalance.

2. If the Gas Month imbalance quantity is negative (amount of Gas scheduled is less than aggregated actual Gas Month usage by Consumers), the Company shall sell to Shipper such Gas Month imbalance quantity at a price per therm (the "Unit Price") calculated by taking the sum of (i) the highest weekly average (weeks where Friday is within the Gas Month) of the "Daily price survey" for Gas posted under the "Midpoint" column for "Florida Gas, zone 1", "Florida Gas, zone 2" or "Florida Gas, zone 3", as reported in *Platts Gas Daily*, for the Gas Month in which the negative Gas Month imbalance quantity was incurred, multiplied by the applicable factor set forth below:

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

and (ii) the GNGS capacity rate per Therm for 6% maximum hourly flow tariff rate (as it may change from time to time) plus the FGT FTS-1 usage rate per therm (inclusive of all applicable surcharges), and (iii) the monthly per Therm charge billed to Company from DPO agent (if any), as such DPO agent charges are specifically approved by the Commission. This charge is calculated by dividing the billed DPO charges by the sum of the absolute value of all Shippers positive Gas Month imbalance quantities and all Shippers negative Gas Month imbalance quantities.

The total amount due Company shall be the product of the Unit Price and the negative Gas Month imbalance.

N. OPERATIONAL CONTROLS

1. Transporter Notices

All Shippers and Shipper's Designees shall take all necessary actions to ensure that Transporter provides Transporter Operational Control notices directly to

RULES AND REGULATIONS
(Continued)

Shipper or Shipper's Designee. Company shall have no obligation to provide Transporter Operational Control notices to Shippers or Shipper's Designees.

2. Shipper Obligations

Shipper or Shipper's Designee shall be responsible for complying with Transporter's Operational Control notices and/or orders from Transporter.

3. Operational Control Orders (OCO)

If Company as the DPO (or Company's agent acting in such capacity under contract with Company), incurs OCO (however denominated by Transporter) penalties from Transporter, the Company and Shipper(s) shall resolve all OCO penalties at the end of each Month, as follows:

a. Overage OCO Penalties

For each Gas Day where an overage OCO penalty is incurred, the Company shall determine the Shipper(s) that have a Gas Day positive imbalance (aggregated actual Gas Day usage by Consumers is greater than amount of Gas scheduled). The Company shall charge Shipper(s) for the Gas Day positive imbalance quantity multiplied by the Transporter's OCO rate. If the sum of the overage OCO charges to Shipper(s) exceed the charges incurred by Company, then the OCO charges incurred by Company shall be prorated, based on scheduled Gas quantities, to the Shipper(s).

b. Underage OCO Penalties

For each Gas Day where an underage OCO penalty is incurred, the Company shall determine the Shipper(s) that have a Gas Day negative imbalance (amount of Gas scheduled is greater than aggregated actual Gas Day usage by Consumers). The Company shall credit Shipper(s) for the Gas Day negative imbalance quantity multiplied by the Transporter's OCO rate. If the sum of the underage OCO credits to Shipper(s) exceed the credits received by Company, then the OCO credits received by Company shall be prorated, based on scheduled Gas quantities, to the Shipper(s).

4. Operational Control Order Amounts

After all OCO amounts are resolved with the Shippers, if any Company-

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(Continued)

incurred OCO amounts remain, such amounts shall be applied to the Operating Balancing Account ("OBA") and disposed of in accordance with the terms and conditions of the OBA mechanism.

All OCO amounts that Company either pays to or receives from Transporters and Shippers shall be applied to the OBA. Company shall not, under any circumstances, retain any of the OCO amounts collected from either Transporters or Shippers resulting from the application of the OCO provisions of this tariff.

O. WARRANTY, CONTROL AND INDEMNIFICATION

1. Warranty

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

2. Control and Possession

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

RULES AND REGULATIONS

(Continued)

way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, rights of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

Q. OPERATIONAL BALANCING ACCOUNT

1. Authorization for Recovery or Refund

It is the intent of this Section that the Company shall be authorized to recover or refund any and all charges or credits related to the provision of Transportation Service, as have historically been recovered from or allocated through the Commission's ongoing Purchased Gas Adjustment cost recovery proceedings.

2. Charges or Credits

The OBA provides the mechanism by which the Company accumulates and allocates the following charges or credits, which include but are not limited to:

- a. Charges or credits associated with balancing, on a monthly basis, the measured Gas quantities at the Company's Delivery Points with Transporters with the scheduled quantities of Gas on Transporter's system.
- b. Charges or credits associated with the Gas Month Balancing provisions defined in Section III.M.

RULES AND REGULATIONS
(Continued)

- c. Charges or credits associated with the Operational Controls provisions defined in Section III.N. Such charges or credits associated with the Operational Controls shall be recorded in a separate sub-account of the OBA.
- d. Charges or credits associated with any unreleased Transporter capacity that has not otherwise been assigned or allocated.
- e. Other charges or credits related to the provision of Transportation Service that have historically been recovered or allocated through the Commission's ongoing Purchased Gas Adjustment cost recovery proceedings.

3. Disposition of OBA Balance

A Shipper may request that its OBA balance be billed and paid on a regular monthly basis or at the end of each calendar quarter, which may be granted at the Company's discretion. Where the OBA is not billed regularly on a monthly or quarterly basis, the Company shall, within 30 days after calendar quarter end, dispose of any OBA balance with Shippers, if such balance is at least \$100,000 (debit or credit balance). If the OBA balance at calendar quarter end is below \$100,000 (debit or credit balance), then the Company shall not dispose of the OBA balance until such time that the OBA balance is at least \$100,000 (debit or credit balance) at any subsequent calendar quarter. The Company shall, within 45 days after calendar year end, dispose of the OBA balance, regardless of balance amount, with Shippers. Each Shipper's refund or charge shall be based upon the proportion of scheduled Gas of each Shipper to the total amount of scheduled Gas by all Shippers during the corresponding OBA refund or charge period.

The Company shall track each Operational Control Order event that results in charges or credits to Company to ensure that the responsible Shippers that have already been charged or credited for the Operational Control Order event do not receive any residual charges or credits, if any, from each Operational Control Order event upon disposition of the OBA.

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RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - A
Rate Schedule FTS-A

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is 0 therms up to 130 therms. This rate schedule is closed to all Consumers, except those receiving service under rate schedules FTS-A as of December 31, 2009. In addition, Consumers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-A at the time service was terminated shall receive service at such premise under this Rate Schedule.

Monthly Rate:

Firm Transportation Charge:	\$13.00
Usage Charge:	\$0.46358 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 - 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – A (Experimental)
Rate Schedule FTS-A (Exp)

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is 0 therms up to 130 therms. This rate schedule is closed to all Consumers, except those receiving service under rate schedules FTS-A as of December 31, 2009. In addition, Consumers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-A at the time service was terminated shall receive service at such premise under this Rate Schedule.

Monthly Rate:

Firm Transportation Charge:	\$17.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 - 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - B
Rate Schedule FTS-B

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 130 therms up to 250 therms. This rate schedule is closed to all Consumers, except those receiving service under rate schedules FTS-A or FTS-B as of March 3, 2005. In addition, Consumers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-B at the time service was terminated shall receive service at such premise under this Rate Schedule.

Monthly Rate:

Firm Transportation Charge:	\$15.50
Usage Charge:	\$0.49286 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – B (Experimental)
Rate Schedule FTS-B (Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is greater than 130 therms up to 250 therms. This rate schedule is closed to all Consumers, except those receiving service under rate schedules FTS-A or FTS-B as of March 3, 2005. In addition, Consumers who restore service or apply for new service at a premise where the Company provided service under Rate Schedule FTS-B at the time service was terminated shall receive service at such premise under this Rate Schedule.

Monthly Rate:

Firm Transportation Charge:	\$23.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 1
Rate Schedule FTS-1

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is 0 therms up to 500 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or five (5) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$19.00
Usage Charge:	\$0.46310 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 1 (Experimental)
Rate Schedule FTS-1 (Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is 0 therms up to 500 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or five (5) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$29.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 2
Rate Schedule FTS-2

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 500 therms up to 1,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$34.00
Usage Charge:	\$0.31960 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 2 (Experimental)
Rate Schedule FTS-2 (Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is greater than 500 therms up to 1,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$48.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 - 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 2.1
Rate Schedule FTS-2.1

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 1,000 therms up to 2,500 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$40.00
Usage Charge:	\$0.30827 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 - 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 2.1 (Experimental)
Rate Schedule FTS-2.1(Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is greater than 1,000 therms up to 2,500 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$87.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 3
Rate Schedule FTS-3

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 2,500 therms up to 5,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$108.00
Usage Charge:	\$0.24102 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 3 (Experimental)
Rate Schedule FTS-3 (Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is greater than 2,500 therms up to 5,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$162.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 3.1
Rate Schedule FTS-3.1

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 5,000 therms up to 10,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$134.00
Usage Charge:	\$0.20383 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – 3.1 (Experimental)
Rate Schedule FTS-3.1(Exp)

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers assigned to a TTS Shipper whose annual metered transportation volume is greater than 5,000 therms up to 10,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$263.00
Usage Charge:	\$0.00000 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 4
Rate Schedule FTS-4

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 10,000 therms up to 25,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$210.00
Usage Charge:	\$0.18900 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 5
Rate Schedule FTS-5

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 25,000 therms up to 50,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$380.00
Usage Charge:	\$0.16580 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 6
Rate Schedule FTS-6

Availability:

Throughout the service area of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 50,000 therms up to 100,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or fifty (50) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$600.00
Usage Charge:	\$0.15137 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 7
Rate Schedule FTS-7

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 100,000 therms up to 200,000 therms. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge:	\$700.00
Usage Charge:	\$0.12300 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 8
Rate Schedule FTS-8

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 200,000 therms up to 400,000 therms, except for gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$1,200.00

Usage Charge: \$0.11024 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 9
Rate Schedule FTS-9

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 400,000 therms up to 700,000 therms, except for gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$2,000.00

Usage Charge: \$0.09133 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 10
Rate Schedule FTS-10

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 700,000 therms up to 1,000,000 therms, except for gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$3,000.00

Usage Charge: \$0.08318 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 11
Rate Schedule FTS-11

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 1,000,000 therms up to 2,500,000 therms, except for gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$5,500.00

Usage Charge: \$0.06977 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE - 12
Rate Schedule FTS-12

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all Consumers whose annual metered transportation volume is greater than 2,500,000 therms up to 12,500,000 therms, except for gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$9,000.00

Usage Charge: \$0.06123 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE- 13
Rate Schedule FTS-13 (Closed to New Service)

Availability:

Throughout the service areas of the Company.

Applicability:

Rate Schedule is closed to all new service. Firm Transportation Service was available to all Consumers whose annual Metered transportation volume is greater than 12,500,000 therms, except for the gas delivered through a separate meter for compression and delivery into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to Consumers served under this rate schedule shall be the lesser of the MAOP at the Consumer premise or one-hundred (100) p.s.i.g.

Monthly Rate:

\$16,692.25

Firm Transportation Charge:

\$0.00000 per therm

Usage Charge:

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

Miscellaneous:

If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the Consumer shall be executed. Further, the rates established in the Monthly Rate section of this rate schedule may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, transportation under this rate schedule shall be billed at Monthly Rates stated herein.

RATE SCHEDULES
FIRM TRANSPORTATION SERVICE – NATURAL GAS VEHICLE
Rate Schedule FTS-NGV

Availability:

Throughout the service areas of the Company.

Applicability:

Firm Transportation Service available to all non-Residential Consumers through a separate meter for compression and delivery (through the use of equipment furnished by Consumer) into motor vehicle fuel tanks or other transportation containers. The maximum delivery pressure provided to non-Residential Consumers served under this rate schedule shall be the lesser of the MAOP at the non-Residential Consumer premise or one-hundred twenty-five (125) p.s.i.g.

Monthly Rate:

Firm Transportation Charge: \$100.00

Usage Charge: \$0.17111 per therm

Minimum Charge:

The Firm Transportation Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

RATE SCHEDULES
SHIPPER ADMINISTRATIVE AND BILLING SERVICE
Rate Schedule SABS

Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for all TTS Shippers and may be elected by CI Shippers delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Consumers and who utilize the Company for billing Gas costs to Consumers.

Monthly Rate:

Shipper Administration Charge: \$300.00

Consumer Charge: \$5.50 per Consumer

Minimum Charge:

The Shipper Administration Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

RATE SCHEDULES
SHIPPER ADMINISTRATIVE SERVICE
Rate Schedule SAS

Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for all CI Shippers, except those CI Shippers who are also Consumers receiving service through the Special Contract Service or Flexible Gas Service, delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Consumers, and who have not selected the Company's SABS rate schedule.

Monthly Rate:

Shipper Administration Charge: \$300.00

Consumer Charge: \$7.50 per Consumer

Minimum Charge:

The Shipper Administration Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA
SOLAR WATER-HEATING ADMINISTRATIVE
AND BILLING SERVICE – (Experimental)
Rate Schedule SWHS (Exp)

Availability:

Throughout the service areas of the Company.

Applicability:

Service under this Rate Schedule is mandatory for any third party entity (the "SWHS Contractor") installing residential combination thermal solar and natural gas water heating systems on the Company's gas distribution system that have entered into an SWHS agreement with the Company. The Company shall provide a payment agent/collection service for authorized SWHS Contractors. Each month, the Company shall bill applicable Consumers the SWHS Contractor's charge for installing and maintaining the combination solar/gas water heating system. The Company shall remit such funds collected from Consumers, less the SWHS Consumer Charge, to the applicable SWHS Contractors. The Company shall have no obligation to the SWHS Contractor for any charges that are not collected from Consumers.

Monthly Rate:

Consumer Charge: \$7.50 per bill

Minimum Charge:

The Consumer Charge.

Billing Adjustments:

The above rates shall be subject to the applicable MRAs and FTs as set forth on Sheet Nos. 98 – 106.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

1. ENERGY CONSERVATION COST RECOVERY ADJUSTMENT:

Applicability:

All Consumers receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-3, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, FTS-12 and FTS-NGV.

The bill for Firm Transportation Service to a Consumer in any billing period shall be adjusted as follows: the Usage Charge shall be increased or decreased to the nearest .001 cent multiplied by the tax factor of 1.00503 for each Therm to recover the conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's energy conservation plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The cost recovery factor for the period from January 1, 2014 through December 31, 2014 for each rate schedule is as follows:

<u>Rate Schedule</u>	<u>Classification of Service</u>	<u>Dollars per therm</u>
FTS-A	< 130 therms	\$0.21947
FTS-B	> 130 up to 250 therms	\$0.16878
FTS-1	> 0 up to 500 therms	\$0.13968
FTS-2	>500 up to 3,000 therms	\$0.07993
FTS-2.1	>1000 up to 2,500 therms	\$0.05609
FTS-3	>3,000 up to 10,000 therms	\$0.04890
FTS-3.1	>5,000 up to 10,500 therms	\$0.03889
FTS-4	>10,000 up to 25,000 therms	\$0.03255
FTS-5	>25,000 up to 50,000 therms	\$0.02830
FTS-6	>50,000 up to 100,000 therms	\$0.02012
FTS-7	>100,000 up to 200,000 therms	\$0.01636
FTS-8	>200,000 up to 400,000 therms	\$0.01476
FTS-9	>400,000 up to 700,000 therms	\$0.01220
FTS-10	>700,000 up to 1,000,000 therms	\$0.01103
FTS-11	>1,000,000 up to 2,500,000 therms	\$0.01018
FTS-12	>2,500,000 up to 12,500,000 therms	\$0.00734
FTS-NGV	Natural Gas Vehicle	\$0.00000

Issued by: Jeffrey Householder, President
Chesapeake Utilities Corporation

Effective: JAN 01 2014

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

2. ENERGY CONSERVATION COST RECOVERY ADJUSTMENT (Experimental):

Applicability:

All Consumers, assigned to a TTS Shipper, receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A (Exp), FTS-B (Exp), FTS-1 (Exp), FTS-2 (Exp), FTS-3 (Exp).

The bill for Firm Transportation Service to a Consumer in any billing period shall be adjusted as follows: the Firm Transportation Charge shall be increased or decreased to the nearest .01 cent multiplied by the tax factor of 1.00503 for each Consumer bill. The Company shall record both projected and actual expenses and revenues associated with the Company's Energy Conservation Program as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The Energy Conservation Cost Recovery Adjustment factor for the period from January 1, 2014 through December 31, 2014 for each rate schedule is as follows:

<u>Consumer Rate</u> <u>Schedule</u>	<u>\$per bill</u>
FTS-A (Exp)	\$ 1.45
FTS-B (Exp)	\$ 1.90
FTS-1 (Exp)	\$ 2.44
FTS-2 (Exp)	\$ 4.79
FTS-2.1	\$ 7.14
FTS-3 (Exp)	\$ 17.50
FTS-3.1	\$ 22.88

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

3. TEMPORARY ENVIRONMENTAL SURCHARGE:

Applicability:

All Consumers receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-2.1, FTS-3, FTS-3.1, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, and FTS-12.

The monthly Firm Transportation Service to a Consumer in any billing period shall be adjusted as follows to recover the Company's cost related to the environmental remediation of its manufactured gas plant site.

The cost recovery factor for the period from January 1, 2014 through August 31, 2015 for each rate schedule is as follows:

Rate Schedule	Classification of Service	Dollars per bill
FTS-A	< 130 therms	\$ 0.37
FTS-B	> 130 up to 250 therms	\$ 0.49
FTS-1	> 0 up to 500 therms	\$ 0.62
FTS-2	>500 up to 1,000 therms	\$ 1.04
FTS-2.1	>1,000 up to 2,500 therms	\$ 1.86
FTS-3	>2,500 up to 5,000 therms	\$ 3.44
FTS-3.1	>5,000 up to 10,000 therms	\$ 5.58
FTS-4	>10,000 up to 25,000 therms	\$ 9.55
FTS-5	>25,000 up to 50,000 therms	\$ 17.47
FTS-6	>50,000 up to 100,000 therms	\$ 28.85
FTS-7	>100,000 up to 200,000 therms	\$ 45.48
FTS-8	>200,000 up to 400,000 therms	\$ 79.51
FTS-9	>400,000 up to 700,000 therms	\$127.43
FTS-10	>700,000 up to 1,000,000 therms	\$186.61
FTS-11	>1,000,000 up to 2,500,000 therms	\$332.54
FTS-12	>2,500,000 up to 12,500,000 therms	\$598.88

Issued by: Michael P. McMasters, President
Chesapeake Utilities Corporation

Effective: JAN 01 2014

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

4. COMPETITIVE FIRM TRANSPORTATION SERVICE ADJUSTMENT:

Applicability:

All Consumers receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-2.1, FTS-3, FTS-3.1, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, FTS-12, and FTS-NGV.

The Monthly Rate is subject to adjustment in accordance with the following provisions for prior Shortfalls or Surpluses in the Company's revenues resulting from service provided under the CFTS.

a. For the purposes of this clause, the following definitions shall apply:

1. "Actual Revenue" means Company's actual Monthly Rate revenue derived from service provided to CFTS Consumers during a Determination Period.
 2. "Tariff Revenue" means the Monthly Rate revenue which Company would have derived had all gas transported to Consumers, during a Determination Period, been billed at the applicable Firm Transportation Service rate schedule.
 3. "Surplus" means the amount, if any, by which Company's Actual Revenue exceeds its Tariff Revenue for a Determination Period.
 4. "Shortfall" means the amount, if any, by which the Company's Tariff Revenue exceeds its Actual Revenue for a Determination Period.
- b. The existence of a Shortfall or Surplus shall be determined by comparing Florida Division's Actual Revenue with its Tariff Revenue. This determination shall be made each year for the twelve months ending December 31 ("Determination Period").
- c. Adjustments to firm rates pursuant to this clause shall be implemented during an "Adjustment Period," which shall be the twelve months immediately following the Determination Period in the event of a Surplus. In the event of a Shortfall, any twelve successive months ending on a December 31 within five years following the Determination Period may be an Adjustment Period.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

- d. In the event of a Surplus, Company shall reduce rates to Consumers to credit them with revenues equal to one-half the Surplus. In the event of a Shortfall, Company may increase rates to Consumers to recover an amount not to exceed one-half the Shortfall. The amount of any credit or recovery is governed by the following:

Surplus credit = (Actual Revenue - Tariff Revenue)

Shortfall recovery = (Tariff Revenue - Actual Revenue)

- e. A Surplus credit or Shortfall recovery shall be implemented during an adjustment period by reducing or increasing the Usage Charge prescribed in each Firm Transportation Service rate schedule of this tariff. An adjustment factor shall be computed for each applicable rate schedule. The computation of adjustment factors for each rate schedule shall conform to the methodology approved by the Commission for use in determining cost recovery factors by rate schedule in the Company's Energy Conservation Cost Recovery Adjustment.
- f. Any variation between the actual credit to Firm Transportation Service Customers and the amount calculated pursuant to the preceding paragraph, or between the Actual Shortfall recovery and the amount that the Company elected to recover in an Adjustment Period, shall be "trued-up" during the succeeding twelve months pursuant to methodology approved by the Commission.
- g. Company may defer all or a portion of a Shortfall recovery to a subsequent Adjustment Period or portion thereof.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

5. COMPETITIVE FIRM TRANSPORTATION SERVICE ADJUSTMENT (Experimental):

Applicability:

All Consumers, assigned to a TTS Shipper, receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A (Exp), FTS-B (Exp), FTS-1 (Exp), FTS-2 (Exp), FTS-2.1 (Exp), FTS-3 (Exp), and FTS-3.1 (Exp).

The Monthly Rate is subject to adjustment in accordance with the following provisions for prior Shortfalls or Surpluses in the Company's revenues resulting from service provided under the CFTS.

- a. For the purposes of this clause, the following definitions shall apply:
 1. "Actual Revenue" means Company's actual Monthly Rate revenue derived from service provided to CFTS Consumers during a Determination Period.
 2. "Tariff Revenue" means the Monthly Rate revenue which Company would have derived had all gas transported to Consumers, during a Determination Period, been billed at the applicable Firm Transportation Service rate schedule.
 3. "Surplus" means the amount, if any, by which Company's Actual Revenue exceeds its Tariff Revenue for a Determination Period.
 4. "Shortfall" means the amount, if any, by which the Company's Tariff Revenue exceeds its Actual Revenue for a Determination Period.
- b. The existence of a Shortfall or Surplus shall be determined by comparing Florida Division's Actual Revenue with its Tariff Revenue. This determination shall be made each year for the twelve months ending December 31 ("Determination Period").
- c. Adjustments to firm rates pursuant to this clause shall be implemented during an "Adjustment Period," which shall be the twelve months immediately following the Determination Period in the event of a Surplus. In the event of a Shortfall, any twelve successive months ending on a December 31 within five years following the Determination Period may be an Adjustment Period.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

- d. In the event of a Surplus, Company shall reduce rates to Consumers to credit them with revenues equal to one-half the Surplus. In the event of a Shortfall, Company may increase rates to Consumers to recover an amount not to exceed one-half the Shortfall. The amount of any credit or recovery is governed by the following:

Surplus credit = (Actual Revenue - Tariff Revenue)

Shortfall recovery = (Tariff Revenue - Actual Revenue)

- e. A Surplus credit or Shortfall recovery shall be implemented during an adjustment period by reducing or increasing the Firm Transportation Charge prescribed in each Firm Transportation Service rate schedule of this tariff. An adjustment factor shall be computed for each applicable rate schedule. The computation of adjustment factors for each rate schedule shall conform to the methodology approved by the Commission for use in determining cost recovery factors by rate schedule in the Company's Energy Conservation Cost Recovery Adjustment (Experimental).
- f. Any variation between the actual credit to Firm Transportation Service Customers and the amount calculated pursuant to the preceding paragraph, or between the Actual Shortfall recovery and the amount that the Company elected to recover in an Adjustment Period, shall be "trued-up" during the succeeding twelve months pursuant to methodology approved by the Commission.
- g. Company may defer all or a portion of a Shortfall recovery to a subsequent Adjustment Period or portion thereof.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

6. SHIPPER OF LAST RESORT ADJUSTMENT

Applicability:

All Consumers in a TTS Consumer Pool, only when the Company, upon default of all TTS Shippers, is providing the Shipper of Last Resort Service.

The Monthly Rate shall contain an additional component (the "SOLR Fuel Charge") for Gas supplied in any billing period. The SOLR Fuel Charge shall be Company's weighted average cost of Gas (WACOG). The WACOG shall be derived from such charges (Gas supply costs, interstate pipeline capacity charges, monthly imbalance charges, Operational Order charges, SABS Charges, etc.) that comprise the total cost of Gas to the Company. The WACOG shall be determined in accordance with the methodology adopted by the Commission on May 2, 1991, in Order No. 24463, Docket No. 910003-GU, or as such methodology may be amended from time to time by further order of the Commission. The WACOG determined as set forth above shall be grossed up by 1.00503 for regulatory fees and rounded to the nearest \$0.00001 per Therm, to be applied to the total number of Therms consumed by the Consumer during each billing period.

During the time the Company is providing SOLR Service, all over- or under-recovery of the cost of Gas supplied by the Company shall be "trued up", with interest, during succeeding billing periods as an adjustment to the WACOG. Upon selection and activation of a new TTS Shipper(s), Company shall, on a pro-rata basis, credit or bill the new TTS Shipper(s) the remaining over- or under-recovery of the cost of Gas supplied.

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA

7. GAS REPLACEMENT INFRASTRUCTURE PROGRAM (GRIP):

Applicability:

All Customers receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A, FTS-B, FTS-1, FTS-2, FTS-2.1, FTS-3, FTS-3.1, FTS-4, FTS-5, FTS-6, FTS-7, FTS-8, FTS-9, FTS-10, FTS-11, FTS-12, and FTS-13.

The Usage Rate for Transportation Service to each applicable rate classification shall be adjusted by the following recovery factors. The recovery factors for all meters read for the period January 1, 2014 through December 31, 2014 for each rate classification are as follows:

Rate Schedule	Classification of Service	Rate per therm
FTS A	< 130 therms	\$0.06721
FTS-B	> 130 therms up to 250 therms	\$0.03079
FTS-1	> 0 up to 500 therms	\$0.02198
FTS-2	> 500 therms up to 1,000 therms	\$0.01993
FTS-2.1	> 1,000 therms up to 2,500 therms	\$0.02245
FTS-3	> 2,500 therms up to 5,000 therms	\$0.01026
FTS-3.1	> 5,000 therms up to 10,000 therms	\$0.01273
FTS-4	> 10,000 therms up to 25,000- therms	\$0.01781
FTS-5	> 25,000 therms up to 50,000 therms	\$0.01554
FTS-6	> 50,000 therms up to 100,000 therms	\$0.00817
FTS-7	> 100,000 therms up to 200,000 therms	\$0.01743
FTS-8	> 200,000 therms up to 400,000 therms	\$0.01016
FTS-9	> 400,000 therms up to 700,000 therms	\$0.02722
FTS-10	> 700,000 therms up to 1,000,000 therms	\$0.01388
FTS-11	> 1,000,000 therms up to 2,500,000 therms	\$0.01037
FTS-12	> 2,500,000 therms up to 12,500,000 therms	\$0.01781
FTS-13	> 12,500,000 therms	N/A

(Continued to Sheet No. 105.2)

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA
(Continued from Sheet No. 105.1)

7. GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) (Experimental):

Applicability:

All Customers assigned to a TTS Shipper, receiving Transportation Service from the Company and are assigned to or have selected rate schedules FTS-A (Exp), FTS-B (Exp), FTS-1 (Exp), FTS-2 (Exp), FTS-2.1 (Exp), FTS-3 (Exp), and FTS-3.1 (Exp).

The Firm Transportation Charge for Transportation Service to each applicable rate classification shall be adjusted by the following recovery factors. The recovery factors for all meters read for the period January 1, 2014 through December 31, 2014 for each rate classification are as follows:

<u>Consumer Rate Schedule</u>	<u>Rate per bill</u>
FTS-A (Exp)	\$ 0.44
FTS-B (Exp)	\$ 0.35
FTS-1 (Exp)	\$ 0.38
FTS-2 (Exp)	\$ 1.19
FTS-2.1 (Exp)	\$ 2.86
FTS-3 (Exp)	\$ 3.67
FTS-3.1 (Exp)	\$ 7.49

(Continued to Sheet No. 105.3)

Issued by: Michael P. McMasters, President
Chesapeake Utilities Corporation

Effective: JAN 01 2014

RATE SCHEDULES
MONTHLY RATE ADJUSTMENTS
Rate Schedule MRA
(Continued from Sheet No. 105.2)

7. GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP)

Definitions

The Company has prioritized the potential replacement projects focusing initially on area of high consequence and areas more susceptible to corrosion. The GRIP Program minimizes impact to customers, but at the same time, allows the Company to accelerate its replacement Program-eligible infrastructure. Costs incurred to remove the existing eligible distribution mains and services are not recoverable under the GRIP Program.

The Eligible Infrastructure Replacement includes the following:

1. Company plant investment that
 - (i) do not increase revenues by directly connecting new customers to the plant asset,
 - (ii) are in service and used and useful in providing utility service and
 - (iii) were not included in the Company's rate base for purposes of determining the Company's base rates in its most recent general base rate proceeding.
2. Mains and service lines, as replacements for existing cast iron, wrought iron and bare steel facilities and regulatory station and other pipeline system components, the installation of which is required as a consequence of the replacement of the aforesaid facilities.

The company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the allowable equity and debt components of the weighted average cost of capital,
2. Depreciation expense (respectively calculated using the currently approved depreciation rates),
3. Customer and general public notification expenses associated with GRIP incurred for:
 - (i) all customers regarding the implementation of the GRIP Program and the approved surcharge factors;
 - (ii) the immediately affected customers where the eligible infrastructure is being replaced; and
 - (iii) the general public through publications (newspapers) covering the geographic areas of the eligible infrastructure replacement activities.
4. Ad valorem taxes, grossed up for federal and state income taxes.

The Company is utilizing a surcharge mechanism in order to recoup the costs associated with the GRIP Program. The Company has developed its GRIP surcharge factors for each rate classification utilizing the same investment data developed and approved in its most recent rate case. The GRIP surcharge for each customer class in the usage classification will be a per therm rate per month that is calculated by multiplying the GRIP revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected annual therms for such class during the 12-month period following the effective date of the billing of such surcharge. For customers billed at the Company's experimental rates, the GRIP surcharge for each customer will be a per bill rate per month that is calculated by multiplying the GRIP revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected annual bills for such class during the 12-month period following the effective date of the billing of such surcharge.

RATE SCHEDULES
FEES AND TAXES
Rate Schedule FT

1. FEES AND TAXES

There shall be added to all bills rendered, all applicable local, state and federal fees and taxes, including but not limited to: municipal utility taxes, franchise fees, state gross receipts tax, state sales tax presently assessed by governmental authority; as well as future changes or new fees, taxes or assessments by any governmental authority subsequent to the effective date of this tariff. All such fees, taxes and assessments as described above shall be shown on Consumer bills.

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

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BUSINESS APPLICATION FOR TRANSPORTATION SERVICE



Business Application for Transportation Service ☐ Natural Gas ☐ Propane Date: _____

Business Name: _____

Physical address for gas service: _____

City: _____ State: _____ Zip: _____

Phone number at service address: _____

Mailing address (if different from above): _____

Address: _____

City: _____ State: _____ Zip: _____

Owner/principle name: _____ Sales tax exempt number: _____

Type of business: _____

Commercial banking account number: _____

Name of institution: _____ Phone: _____

Vendor references:

1. Name: _____ Address: _____ Phone: _____

2. Name: _____ Address: _____ Phone: _____

3. Name: _____ Address: _____ Phone: _____

I request Central Florida Gas to supply service as stated hereon, until the receipt of formal notice from me requesting discontinuance of this service. I agree to pay for such service promptly each month, according to the statement shown by the meter, at the regular rates of schedule applicable for such service and provided by the regulations of the Public Service Commission and service accordingly to the rules of the local gas division.

Central Florida Gas and its representatives are hereby authorized to install the gas meter(s) and gas pipe necessary for furnishing gas, and to ditch and lay such pipe as is necessary to provide service to this property. The gas pipe up to and including the meter(s) is owned, operated and maintained by Central Florida Gas, and includes the perpetual right of ingress and egress for such purposes. All gas pipe from the outlet side of the meter(s) shall be owned, operated and maintained by the customer.

Please accept my application for natural gas service as indicated. I agree to the terms and conditions of this agreement.

Signature: _____ Date: _____

Print name: _____

Your position/title: _____ Phone number: _____

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective: _____

**CENTRAL
FLORIDA**
GAS

XXXXXXXXXXXXXXXXXXXX

CENTRAL FLORIDA GAS
PO BOX 960
WINTER HAVEN FL 33882-0960

For Billing Call:
(863)293-2125
For Emergencies Call:
(800)554-6427

Cellular localization of Hsc70



Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

NOTICE OF TERMINATION



Mail Payment To:	Account Number:
CENTRAL FLORIDA GAS PO BOX 960 WINTER HAVEN, FL 33882-0 TELEPHONE: (863)293-2125	08 236066 / SRV#: 6439/1
	Type of Account:
	GAS
07/12/2006	Amount to Be Paid:
	\$24.03
	Amount Paid:

|||||

FINAL NOTICE

Please return this portion with your payment. Make check payable to:
CENTRAL FLORIDA GAS. Write your account number on your check.

Please bring entire notice when paying in person.

Dear Customer,

Our records show that your payment is past due. If you have already sent us your payment, please disregard this notice. Call our office to verify that your payment has been received.

Mail Payment To:

CENTRAL FLORIDA GAS
PO BOX 960
WINTER HAVEN, FL 33882-0
TELEPHONE: (863)293-2125

Account Number:

Type of Account:

GAS

Amount to Be Paid:

GAS \$24.03

Amount Due:

\$24.03

We again remind you that your account is PAST DUE.
TO AVOID COLLECTION PROCEEDINGS, we MUST receive your
payment in our office immediately.



RTE 232-600

Service #	Service Address	Rate	Meter #
	WINTER HAVEN		

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

METER / SERVICE ORDER (front)



Time Dispatched: _____	By: _____	Date: _____
Serviced By: _____	Date Work Completed: _____	
Time Arrived: _____	Time Departed: _____	
Labor Billable? _____	Over Time Labor Charge? _____	
Service Person: _____	Charge For Labor Second Person? _____	
Time Arrived: _____	Time Departed: _____	

Customer's Signature _____

Date: _____

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective: _____

Review:	Date	Initials	
Service:			
Customer Service:			
Centralized Billing			

NAME:	
ADDRESS:	

Meter #	Mfr	Seri	Serial #	Index	
Meter #	Mfr	Seri	Serial #	Index	

Order Action Reason Performed	APPLIANCES	In House	Worked On	Conservation Allowance
01 Turn Off	Range			
02 Turn Off Read	Water Heater			
03 Turn Off With Change	Furnace or Hydroheat			
04 Turn Off Reinserted	Space Heater			
05 Remove	Clothes Dryer or Outlet			
06 Set	Air Conditioner			
07 Set and Turn On	Pool Heater			
08 Turn On				
09 Turn On Read				
10 Turn On With Change				
11 Change Meter				
14 Gas Leak				
Other				
Re-Read Meter				
High/Low Bill Order				
Repair Order				

Flue Check Done? _____

CO Check Done? _____

Odorant Test Done? _____

Odorant Observed By: _____

Fus Draft OK? _____

pts per mill _____

Odorant OK? _____

Customer Signature

House Line:

Pressure Test OK? _____ oz/lbs ins for _____ Mins.

Time Dial Test OK? _____ ft Dial for _____ Mins.

Service Line:

CGI Test OK? _____ % Leakage

Meter Registers Gas? _____

Regulation Pressure Test Done? _____

Vent Clear/Screened? _____

Low Load? _____

High Load? _____

Lock Up? _____

Creeping _____

Leaking _____

[illegible]

Time Arr.	a.m. p.m.	Time Dep.	a.m. p.m.	Total Time
Serviceman		Truck		Date
Time Arr.	a.m. p.m.	Time Dep.	a.m. p.m.	Total Time
Serviceman		Truck		Date

Parts		
Labor		
Turn On		
Sub Total		
Tax		
Total		

Service Authorized By

Customer or Authorized Signature _____ Date: _____

Remarks

Effective:

DIRECT DEBIT FORM

DIRECT DEBIT FORM



I/We hereby authorize Central Florida Gas to direct debit my/our account 15 days after my/our bill date. I/We understand that Central Florida Gas reserves the right, upon written notification, to terminate this payment option. I/We may also terminate this payment option if not completely satisfied. I/We understand that my/our account may be subject to an additional charge if my/our payment is rejected, reversed or refused by Central Florida's financial institution. The withdrawal will show one of the following or a similar call to CFG's parent company, Chesapeake Utilities Corporations: - Chesapeake - CHPK - CPK

My/Our gas bill should be deducted from my/our: ☐ Checking ☐ Savings account as follows:
(Enclose a voided check) (Enclose a deposit slip)

Name on account			Bank Name:		
Name on account			Bank Phone:		
Address			Bank's Address		
City	State	Zip	City	State	Zip
Daytime Phone			Bank Account#	Bank Transit/ABA#	
Central Florida Account #			Signature of bank account holder(s)		
Date			Signature of bank account holder(s)		

BEFORE YOU MAIL THIS FORM, DID YOU REMEMBER TO...

- ☐ Enclose a voided check or deposit slip?
- ☐ Make sure that you included your Central Florida Gas account number?
- ☐ Include all names associated with the account?
- ☐ Sign and date the above form?

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

CASH RECEIPT

Gas Payment _____
Service Work Chgs _____
Bad Debt Payment _____
NSF Fee _____
Turn On Fee _____
Deposit _____
Misc. _____
Balance _____



TO SAVE TIME
PLEASE BRING YOUR BILL NEXT VISIT

CUST # _____
NAME _____
STREET _____
CITY _____
SERV/EXT# _____
Source: ☐ Desk ☐ Drop Box ☐ Mail
Method: ☐ Check ☐ Cash ☐ Credit
TOTAL AMT PAID \$ _____

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

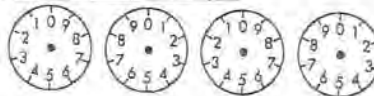
CONSUMER'S METER READING CARD

NOTICE

"Please Notice: Our meter reader was unable to secure a reading of your meter when he called today. If you will mark the dials shown on this card with the position of the hands on your meter and mail this card we will be able to verify your usage." In the interim you will receive an estimated billing.

Meter No. _____ Date _____

Book _____



Name _____

Address _____

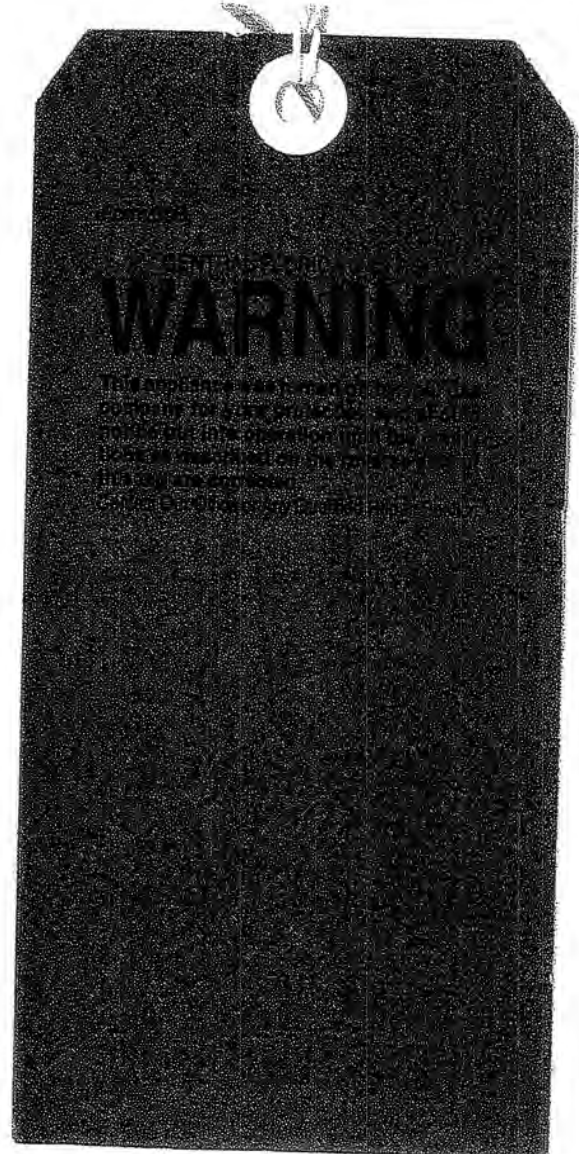
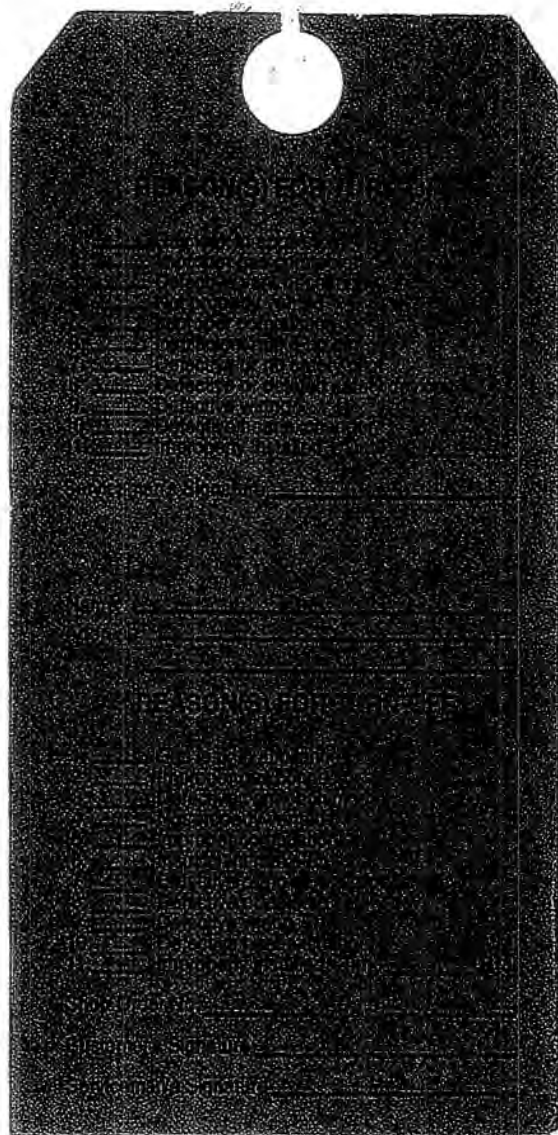
Date Read _____

CENTRAL FLORIDA GAS COMPANY

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

HAZARDOUS METER TAG



Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective:

SHIPPER'S DESIGNEE FORM

Central Florida Gas Company

CI SHIPPER DESIGNEE FORM

____ ("CI Shipper") hereby notifies Central Florida Gas Company ("CFG") that _____ ("Designee") as its agent to perform the perform the following identified (*i.e.*, marked with an "X") obligations of CI Shipper as provided by the CFG FPSC Tariff and the applicable CI Shipper Agreement:

- | | |
|--|--|
| <input type="checkbox"/> Invoicing/Payment | <input type="checkbox"/> Monthly Imbalance Resolution |
| <input type="checkbox"/> Nominations | <input type="checkbox"/> Operator Order Responsibility |

CI Shipper, Designee and CFG hereby agree, for all purposes relating to the functions identified above, that:

1. The designation by Shipper of Agent as Shipper's Agent shall be effective as of the beginning of the Day commencing on _____.
2. Communications by CFG to Designee shall be deemed to be notice to CI Shipper. CFG has the right to rely on any written or verbal communication from Designee.
3. Designee shall perform the functions identified above in a manner consistent with CFG's Tariff on file with the Florida Public Service Commission (FPSC), as the same may be amended from time to time.
4. CI Shipper shall remain liable to CFG (a) with respect to any act or omission of Designee in the performance of the functions identified above and, (b) for all charges arising from services provided to CI Shipper by CFG as provided by CFG's FPSC Tariff and/or the CI Shipper Agreement. CI Shipper shall indemnify, hold harmless and defend CFG from and against any and all acts or omissions of Designee.

CI SHIPPER INFORMATION (Full Company Legal Name)	DESIGNEE INFORMATION (Full Company Legal Name)
SHIPPER:	DESIGNEE:
DUNS NO:	DUNS NO:
MAILING ADDRESS:	MAILING ADDRESS:
CITY:	CITY:
STATE AND ZIP CODE:	STATE AND ZIP CODE:
CONTACT PERSON:	CONTACT PERSON:
TELEPHONE:	TELEPHONE:
FAX:	FAX:
E-MAIL:	E-MAIL:

For CI Shipper:

By: _____
Name: _____
Date: _____

For Designee:

By: _____
Name: _____
Date: _____

Accepted for CFG by: _____ Date: _____

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective: _____

LETTER OF AUTHORIZATION



Customer Service Department
P.O. Box 960
Winter Haven, FL 33881
863-293-2125

Date: _____

**Firm Transportation Service
Letter of Authorization**

Consumer's full legal name: _____

Address: _____

City/St/ZIP: _____ E-mail: _____

Phone: _____ Fax: _____

Contact name: _____ Title: _____

Account number: _____

Billing address: _____

If different from above

City/St/ZIP: _____

Consumer selects the following CI Shipper to provide natural gas supply services to the above listed account(s), pursuant to the applicable provisions of the Central Florida Gas (CFG) tariff, as the same may be amended from time to time.

CI Shipper: _____

- Consumer authorizes CFG to release to the CI Shipper named above, the twelve-month historic gas usage for the above account(s).
- Subject to the terms of this agreement, this service shall continue until the Consumer, CI Shipper or CFG gives written notice to the others of termination of this agreement. If this agreement is terminated for any reason, and Consumer has not executed a new Letter of Authorization with another CI Shipper, CFG shall immediately assign Consumer to a TTS Consumer Pool, in accordance with Section II. C. of the Rules and Regulations of the CFG Natural Gas Tariff.
- In the event the CI Shipper terminates its agreement with the Consumer, the Consumer may select a new CI Shipper without penalty. In such circumstances, Consumer understands that it may select a new CI Shipper or enter the TTS Consumer Pool by providing a ten-day written notice to CFG. The first Consumer requested change of CI Shipper shall be made at no charge to Consumer. Subsequent changes within a twelve-month period shall incur a \$25 administrative fee billed to Consumer.
- Consumer understands that it is responsible for the payment of all bills rendered to them by the CI Shipper and that bills for gas purchased by the Consumer may be rendered separately from CFGs' bills for Firm Transportation Service.

Consumer: _____ CI Shipper: _____

Print name: _____ Print name: _____

Title: _____ Title: _____

Please fax completed Letter of Authorization to 863-294-3895

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective: _____

NON-RESIDENTIAL CONSUMER SELECTION OF TTS SHIPPER



Customer Service Department
P.O. Box 960
Winter Haven, FL 33881

Date: _____

863-293-2126

Firm Transportation Service
Non-Residential Consumer Selection of TTS Shipper

Consumer's full legal name: _____
Address: _____
City/St/ZIP: _____ E-mail: _____
Phone: _____ Fax: _____
Contact name: _____ Title: _____
Account number: _____
Billing address: _____
If different from above
City/St/ZIP: _____

Consumer selects the following TTS Shipper to provide natural gas supply services to the above listed account(s), pursuant to the applicable provisions of the Central Florida Gas (CFG) tariff, as the same may be amended from time to time.

TTS Shipper: _____

- Consumer authorizes CFG to release to the TTS Shipper named above, the twelve-month historic gas usage for the above account(s).
- Subject to the terms of this agreement, this service shall continue until the Consumer executes a new Letter of Authorization or Letter of Authorization – Selection of TTS Shipper. If this agreement is terminated for any reason, and Consumer has not executed a new Letter of Authorization with a CI Shipper or a new Letter of Authorization – Selection of TTS Shipper, CFG shall immediately assign Consumer to a TTS Consumer Pool, in accordance with Section II. C. of the Rules and Regulations of the CFG Natural Gas Tariff.
- The first Consumer requested change of CI or TTS Shipper, other than through an open enrollment period, shall be made at no charge to Consumer. Subsequent changes within a twelve-month period shall incur a \$25 administrative fee billed to Consumer.
- Consumer understands that it is responsible for the payment of all charges rendered to them by the TTS Shipper and that bills for gas purchased by the Consumer shall **not** be rendered separately from CFGs' bills for Firm Transportation Service.

Consumer: _____
Print name: _____
Title: _____

TTS Shipper: _____
Print name: _____
Title: _____

Please fax completed Letter of Authorization to 863-294-3895

Issued by: John R. Schimkaitis, President
Chesapeake Utilities Corporation

Effective: _____