

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No.1
Cancels Original Sheet No. 1

F.P.S.C. GAS TARIFF THIRD
REVISED VOLUME NO. I OF
FLORIDA PUBLIC UTILITIES COMPANY
FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should
be addressed to:

Florida Public Utilities Company
1641 Worthington Rd, Ste 220
West Palm Beach, Florida 33409

Attn: Director of Regulatory Affairs

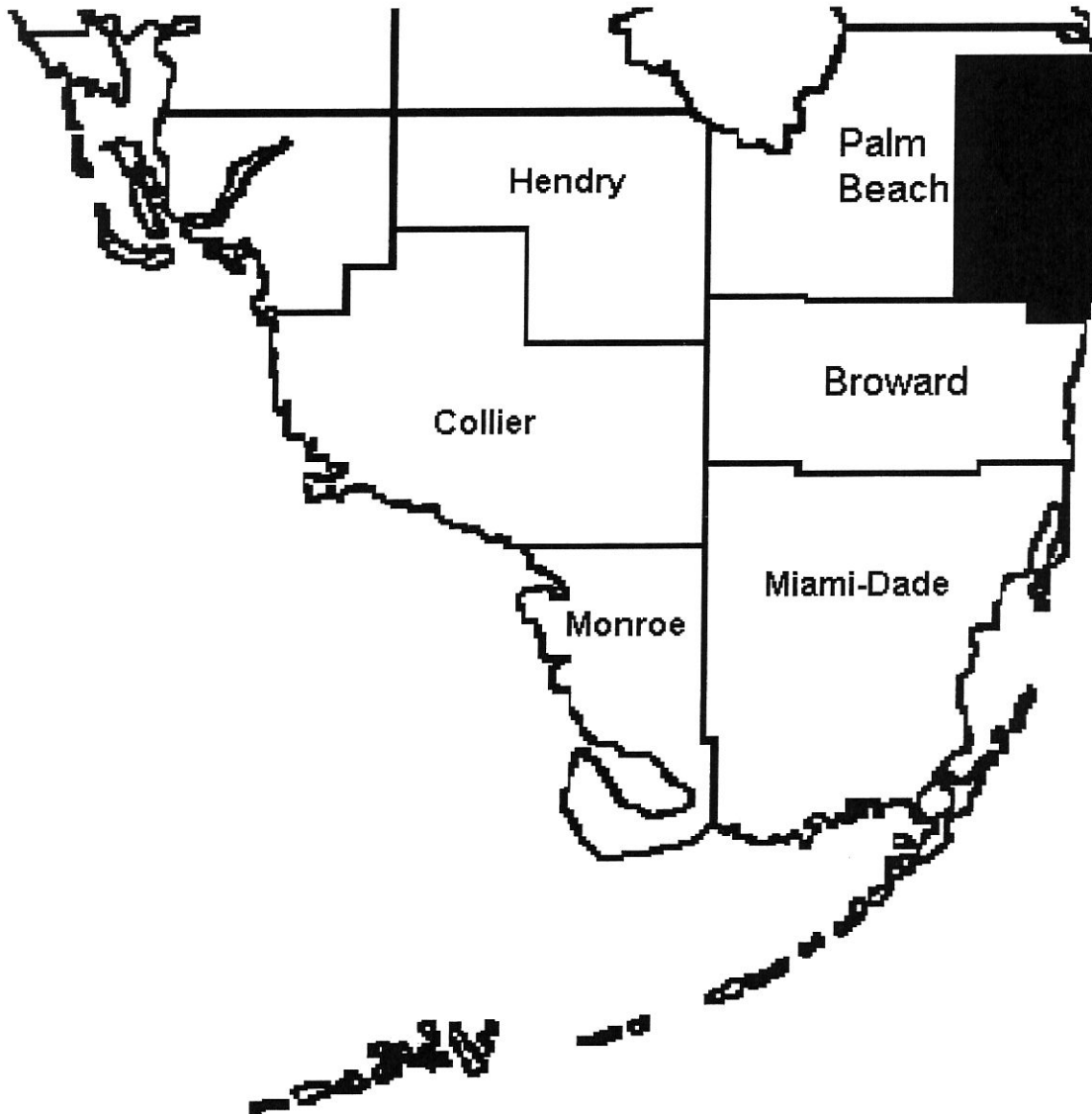
Issued by: Jeffry Householder, President
Issued on:

Effective: JUN 07 2013

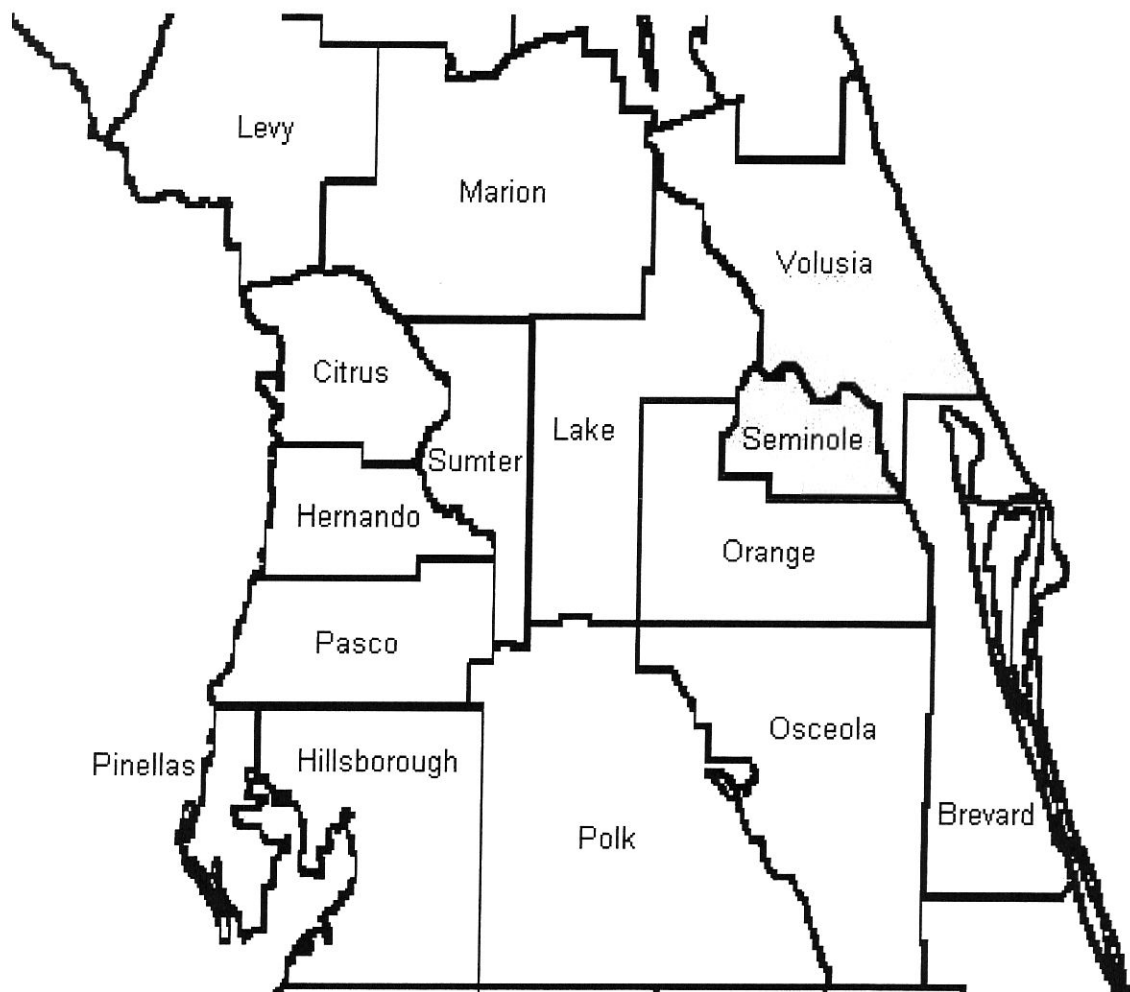
TABLE OF CONTENTS

<u>Item</u>	<u>Sheet No.</u>
System Maps	3 - 5
Territory Served	6
Miscellaneous General Information	7
Technical Terms and Abbreviations	8 - 10
Index of Rules and Regulations	11
Rules and Regulations	12 - 22
Index of Rate Schedules	23
Rate Schedules	24 - 35
Standard Forms	36 - 45
Contracts and Agreements	46

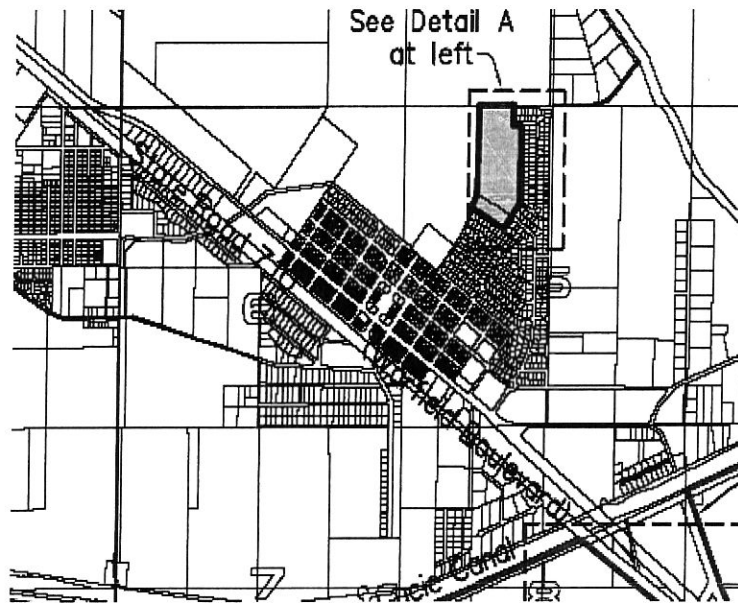
SOUTH FLORIDA DIVISION



CENTRAL FLORIDA DIVISION



SOUTH FLORIDA DIVISION – INDIANTOWN TERRITORY



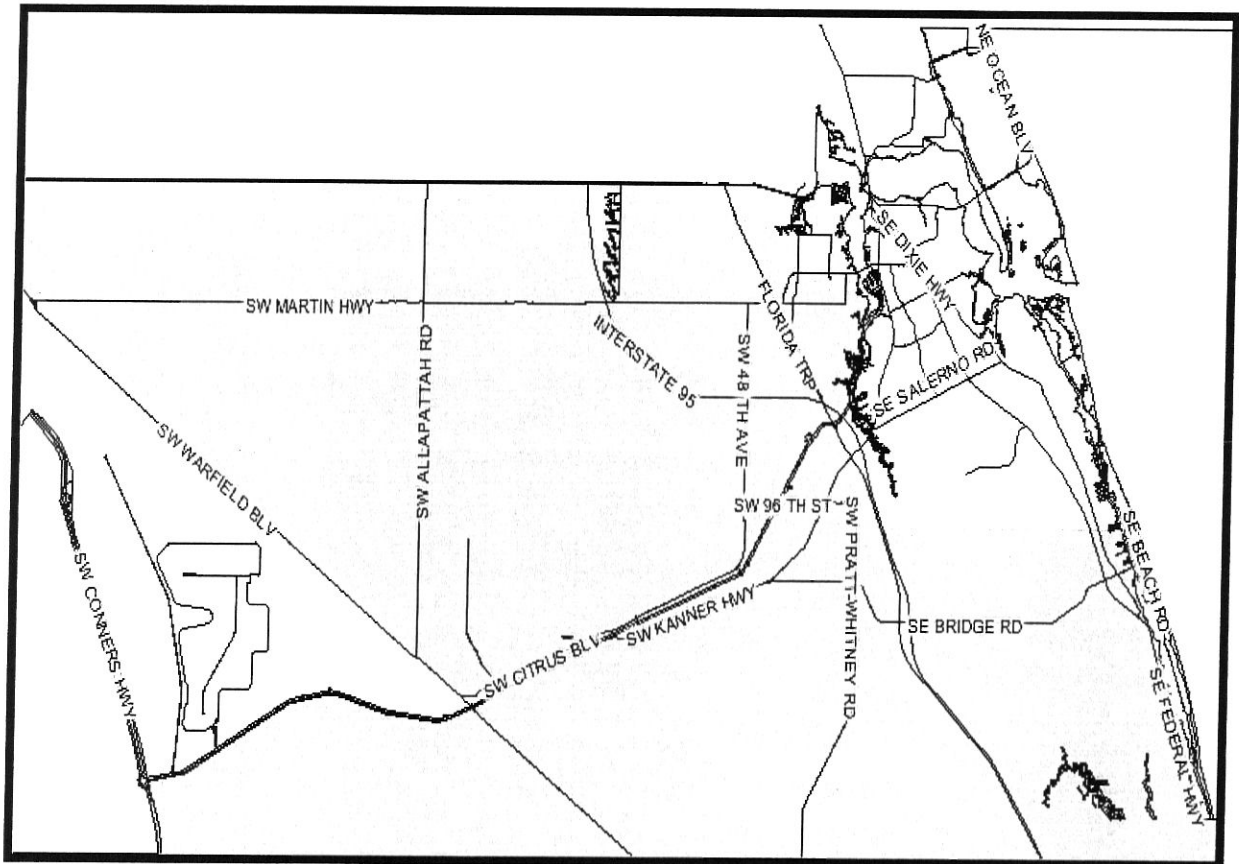
A parcel of land located in the Northwest one-quarter (NW ¼) of Section 5, Township 40 South, Range 39 East, and in the Southwest one-quarter (SW ¼) of Section 32, Township 39, Range 39 East, Martin County, Florida, being more particularly described as follows:

From the Northeast corner of said Northwest one-quarter, bear South 89°20'20" West, along the North line of said Northwest one-quarter of Section 5, a distance of 681.63 feet to the Intersection with the West line of the Third Addition To Indiantown Park as recorded in Plat Book 5, Page 21, Martin County, Florida, Public Records, and the Point of Beginning; thence South 00°39'40" East, along said West line of the Third Addition to Indiantown Park, a distance of 305.00 feet; thence North 89°20'20" East, along the South line of said Third Addition To Indiantown Park, a distance of 148.19 feet; then South 00°01'20" East, along the West line of said Third Addition To Indiantown Park, a distance of 1227.44 feet to the point of curvature of a curve concave to the Northwest, said curve having a central angle of 35°48'20" and a radius of 125.00 feet; thence Southwesterly along the arc of said curve, a distance of 78.12 feet to the point of tangency; thence South 35°47'00" West, along the tangent line of said curve, a distance of 231.80 feet to the Intersection with a curve concave to the Southwest, having a radius of 3115.00 feet, and whose center bears South 35°47'00" West; thence Northwesterly, along the arc of said curve, through the central angle of 13°12'52.4", a distance of 718.44 feet; thence North 78°43'03.7" West, a distance of 25.49 feet; thence North 00°01'20" West, a distance of 1464.85 feet; thence North 89°20'20" East, a distance of 658.07 feet; thence South 00°39'40" East, a distance of 35.00 feet to the Point of Beginning.

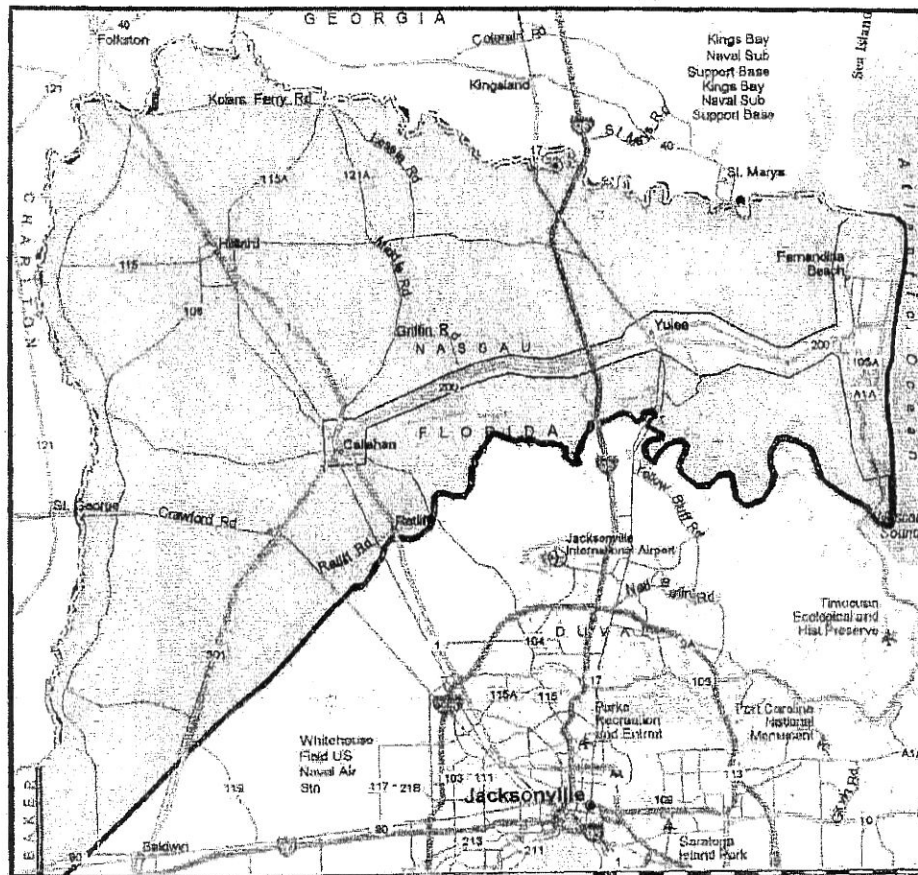
Together with a parcel of land adjacent to the South, being more particularly described as follows:

Beginning 1429.85 feet South of and 1339.7 feet West of the Northeast corner of the Northwest one-quarter of said Section 5, thence run Southwesterly 250.12 feet to the North right-of-way of Cherokee Drive; thence run Southeasterly 684.62 feet along the said North right-of-way of Cherokee Drive; thence run Northeasterly 250.12 feet along the Northwesterly right-of-way of Lee Avenue to the Intersection with a curve concave to the Southwest having a radius of 3115.00 feet and whose center bears South 35°47'00" West; thence Northwesterly, along the arc of said curve, through a central angle of 13°12'52.4", a distance of 718.44 feet; thence North 78°43'03.7", a distance of 25.49 feet to the Point of Beginning.

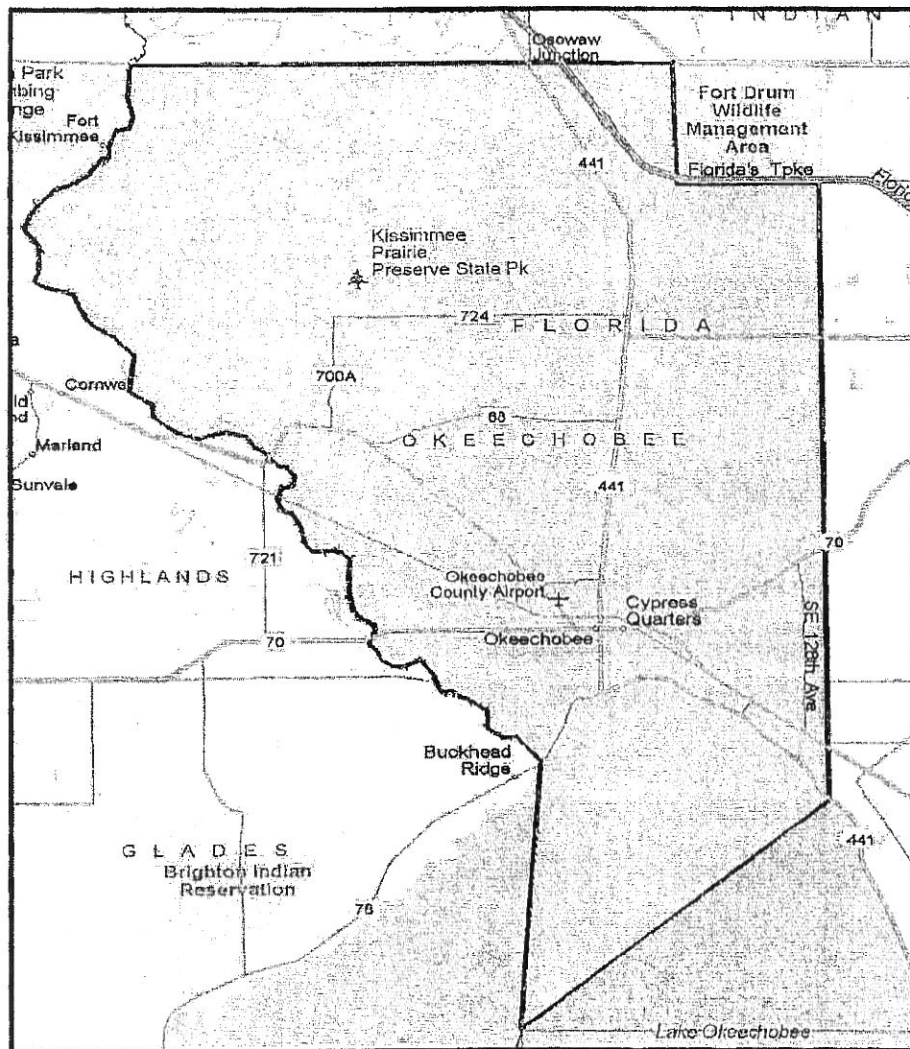
SOUTH FLORIDA DIVISION – MARTIN COUNTY TERRITORY



Nassau County Territory



Okeechobee County Territory



COUNTIES AND COMMUNITIES SERVED

COUNTIES	COMMUNITIES	COUNTIES	COMMUNITIES
Broward	Deerfield Beach ¹	Seminole	Lake Mary ¹ Longwood ¹ Sanford ¹ Winter Springs ¹ Unincorporated Seminole County
Palm Beach	Atlantis ¹ Boca Raton ¹ Boynton Beach ¹ Briny Breezes Cloud Lake Delray Beach ¹ Glen Ridge Golf New Greenacres ¹ Gulfstream ¹ Haverhill Highland Beach ¹ Hypoluxo Juno Beach Lake Clarke Shores ¹ Lake Park ¹ Lake Worth ¹ Lantana ¹ Manalapan ¹ Mangonia Park ¹ North Palm Beach ¹ Ocean Ridge Palm Beach ¹ Palm Beach Gardens Palm Beach Shores ¹ Palm Springs ¹ Riviera Beach ¹ Royal Palm Beach ¹ South Palm Beach ¹ Wellington ¹ West Palm Beach ¹ Unincorporated Palm Beach County	Volusia	DeBary ¹ DeLand ¹ Deltona ¹ Edgewater ¹ Smyrna Beach ¹ Orange City ¹ Unincorporated Volusia County
		Nassau	Callahan Fernandina Beach Yulee Unincorporated Nassau County
		Okeechobee	Okeechobee Unincorporated Okeechobee County
Martin	Hobe Sound Indiantown Palm City Stuart Unincorporated Martin County		

Franchise held by Florida Public Utilities Company

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Sixth Revised Sheet No. 7
Cancels Fifth Revised Sheet No. 7

MISCELLANEOUS GENERAL INFORMATION

Florida Public Utilities Company was incorporated under the Laws of Florida in 1924 and adopted its present corporate name in 1927.

It is principally engaged in the distribution and sale of natural gas and electricity. Its operations are entirely within the State of Florida.

The general office of the Company is located at:

401 South Dixie Highway
West Palm Beach, Florida 33401-5886

Division offices are located at:

450 South Highway 17-92
DeBary, Florida 32713-9703

and

911 South 8th Street
Fernandina Beach, Florida 32034-3706

Communications covering rates should be addressed to:

Florida Public Utilities Company
401 South Dixie Highway
West Palm Beach, Florida 33401-5886

Issued by: Jeffrey Householder, President

Effective: APR 10 2012

TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company - Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant - any Person applying for gas service from the Company at one location.
- I. Customer - any Person receiving gas service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification -
 - (1) Residential Service - service to Customer supplied for (a) residential purposes in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or sleeping place of one (1) or more persons; (b) rooming houses of less than seven (7) rooms for rent; (c) for commercial and residential use on the same premises where the commercial use is less than twenty-five percent (25%) of total; (d) multiple billed master-metered multi-family dwellings.

Residential service shall also include service in commonly owned facilities in residential condominium, cooperative apartment, and homeowner association buildings subject to the following criteria:
 - 1. 100% of the service is used exclusively for owner's or co-owner's benefit.
 - 2. None of the service is used in any endeavor which sells or rents a commodity or provides a service for a fee.
 - 3. Each point of delivery will be separately metered and billed.
 - 4. A responsible legal entity is established as the customer to whom the Company can render its bills and said services.
 - (2) Commercial Service - service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
 - (3) Industrial Service - service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., extractive, fabricating or processing activities.)

(Continued to Sheet No. 9)

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Sheet No. 8)

- E. Service Line - all piping between the main tap up to and including the first valve or fitting of the meter or regulator setting.
- F. Meter and/or Regulator Setting - all piping and fittings between the Service Line and the outlet side of Company's meter.
- G. Customer's Installation - all pipe, fittings, appliances and apparatus of every type (except metering, regulating and other similar equipment which remains the property of the Company) located downstream of Company's meter and used in connection with or forming part of an installation for utilizing Gas for any purpose.
- H. Standard Delivery Pressure - as measured at the outlet of meter on Customer's premises shall not be less than three inches (3") nor more than twelve inches (12") water column.
- I. Flowing Temperature - the arithmetical average of the temperature of the gas flowing through the meters as recorded by a recording thermometer installed at the point of measurement. Where such installations is not provided, the flowing temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.
- J. Atmospheric Pressure - fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in atmospheric pressure from time to time.
- K. Cubic Foot - for the purposes of measurement herein shall have the following meaning:
 - (1) When gas is metered at the Standard Delivery Pressure, a cubic foot of gas shall be defined as the volume of gas which, at the temperature and pressure existing in the meter, occupies one (1) cubic foot.
 - (2) When gas is metered at other than the Standard Delivery Pressure, a cubic foot shall be defined as the volume of gas which, at a flowing temperature of sixty degrees Fahrenheit (60° F.) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch, occupies one (1) cubic foot and meter readings will be adjusted to such temperature and pressure base.
 - (3) When measurement is by means of orifice meters, volumes shall be computed in accordance with the joint Bureau of Standards, A.G.A., A.S.M.E. specifications published April 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association, and any modifications and amendments thereof.

(Continued to Sheet No. 10)

TECHNICAL TERMS AND ABBREVIATIONS
(Continued from Sheet No. 9)

- L. CCF - one hundred (100) cubic feet of gas.
- M. MCF - one thousand (1,000) cubic feet of gas.
- N. BTU or British Thermal Unit - the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1° F.) at sixty degrees Fahrenheit (60° F.).
- O. Therm - one hundred thousand (100,000) British Thermal Units.
- P. Day - a period of twenty-four (24) consecutive hours beginning and ending at 10:00 A.M. Eastern Clock Time.
- Q. Month - the period between and two (2) regular readings of Company's meters at approximately thirty (30) day intervals.
- R. Year - a period of three hundred sixty-five (365) consecutive days except that in a year having a date of February twenty-nine (29) such year shall consist of three hundred sixty-six (366) consecutive days.
- S. Total Heating Value - the number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60° F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32° F.) and under standard gravitational force (acceleration 980.665 centimeters per second per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

(Continued to Sheet No. 10.1)

TECHNICAL TERMS AND ABBREVIATIONS
(Continued from Sheet No. 10)

Company will determine a monthly average heating value of natural gas to be effective as of the first day of each month. Said monthly average heating value will be in effect on a calendar month basis. It will reflect the average monthly heating value of the natural gas delivered to Company by its pipeline supplier during the next immediately preceding calendar month.

- T. Pool Manager - any Person who has been engaged by one or more Customer(s) to be responsible for the delivery of natural gas to the Company's Citygate(s) for such Customer(s).
- U. Person - any corporation, whether public or private; company; individual; firm; partnership; or association.
- V. Daily Delivery Quantity - daily amount of natural gas, in Therms, elected by Customer to be delivered for their account.
- W. Billing Period Delivery Quantity - sum of Customer's Daily Delivery Quantities between meter reading dates, less Company Shrinkage.
- X. FGT - Florida Gas Transmission Company
- Y. Citygate - Physical connection of facilities between Company and Florida Gas Transmission Company.
- Z. Working Day - the days Monday through Friday, exclusive of Company Holidays, unless notified otherwise.
- AA. FERC - Federal Energy Regulatory Commission
- AB. Maximum Allowable Construction Cost ("MACC") - four (4) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.
- AC. AEP Recovery Amount - the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's Mid-Point of its Authorized Rate of Return to be updated annually per Company's FPSC Earnings Surveillance Report) required to extend the distribution facilities to serve the prospective Customers.
- AD. Recalculated AEP Recovery Amount - the cost difference between the original MACC, based on the estimated costs and revenues, and a recalculated MACC using the Company's actual capital investment costs (such costs to include the Company's Mid-Point of its Authorized Rate of Return to be updated annually per Company's FPSC Earnings Surveillance Report), the actual base revenues derived from the extension through the end of year five (5), and the actual revenue received from customers 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. 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 base revenues derived from the extension in year five (5) shall be assumed to be the annual revenues for the remaining life of the extension.

INDEX OF RULES AND REGULATIONS

<u>Item</u>	<u>Title</u>	<u>Sheet No.</u>
1.	General	12
2.	Application for Service	12
3.	Election of Rate Schedules	12-13
4.	Deposits	13-13.2
5.	Customer's Installation	13.2-14
6.	Service Connections	14
7.	Extensions	14-15.2
8.	Metering	16
9.	Billing and Collecting	16-17.1
10.	Customer's Liabilities	18
11.	Company's Liabilities	18
12.	Force Majeure	18-19
13.	Discontinuance of Service	19
14.	Reconnection of Service	20
15.	Termination of Service	21
16.	Limitations of Supply	21
17.	Temporary or Auxiliary Service	21
18.	Service Charges	22
19.	Measuring Customer Service	22.1-22.2
20.	Settlement of Disputes	22.2-22.3

RULES AND REGULATIONS

Applicable to Gas Service and Gas Rate Schedules

1. General

Company shall furnish service under its rate schedules and these Rules and Regulations as approved from time to time by the Florida Public Service Commission. These Rules and Regulations shall govern all service except as specifically modified by the terms and conditions of the rate schedules or written contracts. Copies of currently effective Rules and Regulations are available at the office of Company.

Unless otherwise specifically provided in any applicable rate schedule or in a contract by or with Company, the terms of any agreement shall become operative on the date the Customer's installation is connected to Company's facilities for the purpose of taking gas and shall continue until canceled by three (3) or more days' notice by either party.

2. Application for Service

An application for service will be required of each applicant by Company. Such application shall contain the information necessary to determine the type of service desired and the conditions under which service will be rendered. If necessary, the application or contract for service shall be in writing.

The application or the depositing of any sum of any money by the Applicant shall not require the Company to render service until the expiration of such time as may be reasonably required by Company to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by Company to install the required service facilities.

Applicants for space heating only service and standby only service shall be required by Company to contribute the cost of providing facilities for such service.

3. Election of Rate Schedules

Optional rates are available for certain classes of customers. These optional rates and conditions under which they are applicable are set forth in the rate schedules of Company.

Upon application for service or upon request, Applicant or Customer shall elect the applicable rate schedule best suited to his requirements. Company will assist in making such election but does not guarantee that Customers will be served under the most favorable rate schedule at all times. Company shall not be held responsible to notify customers of the most favorable rate schedule and will not refund the difference in charge under different rate schedules to the same class of service.

RULES AND REGULATIONS (Continued)

3. Election of Rate Schedules (Continued)

Upon notification of any material change in Customer's installation or load connections, Company will assist in determining if a change in rates is desirable, but, unless required by substantial changes in the Customer's installation, not more than one (1) such change in rates will be made within any twelve (12) month period.

Company will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service are of a special nature.

4. Customer Deposits

A. Deposit Required

Unless credit is otherwise established in accordance with Section 4-B, the customer shall make a deposit.

- (1) 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 or 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>
Residential	\$ 112.00
Residential Generator Only	\$ 112.00
General Service 1	\$ 640.00
General Service Transportation 1	\$ 640.00
General Service 2	\$ 640.00
General Service Transportation 2	\$ 640.00
Commercial Generator Only	\$ 640.00
Large Volume Service	\$ 2,041.00
Large Volume Transportation Service	\$ 2,041.00
Interruptible Service	\$ 2,041.00
Interruptible Service Transportation Service	\$ 2,041.00
Gas Lighting Service	\$ 240.00
Gas Lighting Transportation Service	\$ 240.00
Natural Gas Vehicle Service	\$ 7,500.00

- (2) 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.

B. 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 satisfactorily guarantor to secure payment of bills for the 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 4-C, Refund of Deposit. 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 the bank equal to two (2) month's average bills; or
- (3) Furnish a surety bond equal to two (2) month's average bills; or
- (4) Pay a cash deposit

Non-Residential:

- (1) Furnish a satisfactory guarantor to secure payment of bills for 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) month's average bills; or
- (3) Furnish a surety bond equal to two (2) month's average bills; or
- (4) Pay a cash deposit.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

C. Refund of Deposits

After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential customer's deposits and shall, at its option either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Company may, at its option, refund a deposit in less than 23 months.

D. Interest on Deposits

Two percent (2%) per annum interest will be credited to a Consumer's account annually in accordance with the current effective rules and regulation of the Commission. Three percent (3%) per annum will be credited annually on deposits of Residential Consumers qualifying under section (C) above when the Company elects not to refund such deposit after twenty-three (23) months. The Company shall credit annually three percent (3%) per annum on deposits of non-Residential Consumers qualifying for refund under Section (C) until the Commission sets a new interest rate applicable to the Company. No customer shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

E. New or Additional Deposits

Company may require, upon reasonable written notice of not less than 30 days, such notice being separate and apart from any bill for 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 deposit shall not exceed an amount equal to the average actual charges for service for two billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service for less than 12 months, then the Company shall base its new or additional deposit upon the average actual monthly billing available.

F. Retention of Deposits

Retention by Company, prior to final settlement, of said deposit shall not be considered as a payment or part payment of any bill for service. Company shall, however apply said deposit against unpaid bills for service. In such case, Customer shall be required to restore deposit to original amount.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

G. Refund of Deposit When Service is Discontinued

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

5. Customer's Installation

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

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

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

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

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

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

Customer shall give Company's employees and representatives access to Customer's property so that Company may operate, inspect and maintain its facilities on Customer's premises.

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

RULES AND REGULATIONS (Continued)

5. Customer's Installation (Continued)

Customer's Installation shall be installed by and belong to the Customer and be maintained at his expense. Customer shall bring his piping to a point for connection to Company's meter or meters at a location satisfactory to Company.

Upon written request of Customer, Company will make repairs to, replacements of, or clear obstructions in lines of the Customer and may charge the Customer for such labor and material as is necessary to place his lines in good operating condition.

6. Service Connections

Company reserves the right to designate the locations and specifications for the main line taps, Service Lines, curb cocks, meters, regulators and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.

Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

The Service Lines, curb cocks, meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.

Company reserves the right to postpone to a more favorable season the extension of mains and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

7. Distribution Facilities Extension Options

A. Free Extensions

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

RULES AND REGULATIONS (Continued)

7. Distribution Facilities Extension Options (Continued)

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 Applicant(s) ("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 with the following provisions:

- (1) 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 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.

RULES AND REGULATIONS (Continued)

B. Advance in Aid of Construction (Continued)

- (2) For each additional Customer taking service at any point on a main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the original Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Customer, provided that an additional main extension shall not have been necessary to serve such additional Customer. The aggregate refund to any Depositor made through the above provisions shall not exceed the amount of the original Advance in Aid of Construction.
- (3) The distribution facilities extension shall at all times be the property of the Company and, at the end of the fifth year following construction, any un-refunded portion of the Advance in Aid of Construction shall be credited to the Company's appropriate plant accounts.

C. Area Expansion Program (AEP)

When the extension and alteration required to furnish service within Company's service area to a defined group of applicants is a reasonable extension of Company's facilities but greater than the free construction specified in 7.A. Free Extensions and compliance with the provisions set forth in B. Advance in Aid of Construction would require initial participation by a large number of customers, such extensions or alteration shall be made subject to the following conditions:

- (1) The Company shall designate all facilities required to serve the defined area as Area Expansion Program (AEP) facilities and all premises within the defined area shall be subject to an area expansion surcharge.
- (2) An area expansion program surcharge shall be calculated to recover the AEP Recovery Amount within a reasonable period of time, but not to exceed ten (10) years.

RULES AND REGULATIONS (Continued)

- (3) The Company, on or before May 1 of each year along with the Natural Gas Annual Report filing to the Florida Public Service Commission, shall file a report containing reconciliations of all AEP facilities costs and surcharge revenues for each individual AEP facilities area for the 12 months ending the previous December 31 as well as the total AEP facilities costs and surcharge revenues for each individual AEP facilities area.
- (4) Should the reconciliation for any AEP facilities area show that total AEP facilities surcharge revenues equal or exceed all includable AEP facilities expenses previously incurred, the AEP facilities surcharge for that area shall be terminated and any excess revenues collected shall be refunded to those AEP facilities customers including interest. The rate of interest used shall be that interest rate used to initially determine the surcharge(s).
- (5) An AEP facilities area surcharge shall terminate when the total AEP facilities surcharge revenue collected equals the total cost incurred or at the end of ten (10) years, whichever shall occur first.

D. Facilities

Facilities used to determine the estimated necessary cost of construction (maximum capital investment) shall include the estimated installed cost of required gas main lines, gas service lines, gas control devices, gas pressure regulating devices and gas metering devices.

Facilities shall not be extended on this basis to provide temporary service, service of a doubtful permanence, or which due to size, location or unusual characteristics of load would adversely affect the Company's ability to serve its existing customers.

RULES AND REGULATIONS (Continued)

8. Metering

Company will provide each Customer with a meter or meters for each applicable rate schedule.

Customer, acting jointly with Company, may install, maintain and operate at his expense such check measuring equipment as desired provided that such equipment shall be so installed as not to interfere with operation of Company's equipment and that no gas shall be remetered or submetered for resale to another or others.

Company may furnish and install such regulating and/or flow control and devices as it deems to be in the best interest of the Customer served, or of the gas system as a whole.

Before installation and periodically thereafter, each meter shall be tested and adjusted using methods and accuracy limits prescribed or approved by the Florida Public Service Commission. Periodic test and inspection intervals shall not exceed the maximum period allowed by the Florida Public Service Commission.

If on test the meter is found to be in error in excess of the prescribed accuracy limits, fast or slow, the amount of refund or charge to the Customer shall be determined by methods prescribed or approved by the Florida Public Service Commission.

In the event of stoppage or failure of any meter to register, Customer may be billed for such period on an estimated consumption based upon his use of gas in a similar period of like use or on the basis of check meter readings, if available and accurate.

Meters in use shall be tested at the request of Customer and in his presence, if desired, provided only one (1) such test shall be made free of charge within a twelve (12) month period, and provided Customer shall pay the cost of any additional test within the period unless meter is shown to be inaccurate in excess of the tolerances set forth by the Florida Public Service Commission.

9. Billing and Collecting

A. Billing and Collecting

Each Customer's meter will be read at regular intervals and bills will be rendered on a monthly basis or periodically in accordance with the terms of the applicable rate schedule. Bills will be rendered as soon as practical

RULES AND REGULATIONS (Continued)

9. Billing and Collecting (Continued)

after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of mailing or delivery by the Company. Failure to receive a bill will not entitle Customer to any discount or to the omission of any charge for nonpayment within the time specified.

A separate bill will be rendered for each meter used by Customer unless, for the convenience of Company, multiple meters are used for measurement of the same class of service, in which case a bill will be rendered for the total amount registered by all meters. If Company (as it may under unusual circumstances) permits more than one Customer to be served through one meter, the minimum bill and the first billing block cubic feet of the applicable rate schedule shall be multiplied by the number of Customers so served and the number of cubic feet in each succeeding block of the rate schedule shall be increased in the same proportion.

Billing in general will be based on meter readings but bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of rate schedules to intervals five (5) days greater or lesser than a month.

In case of tampering or unauthorized use, probable consumption will be billed as determined by the maximum quantity of gas estimated to have been consumed by the various appliances of Customer and a bill will be rendered for a period encompassing six (6) months prior to the detection of such abuse and/or disconnection for cause.

B. Budget Billing Program (optional)

Residential Customers may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) months of consecutive bills and have no past due balance owing when the customer elects to participate in the Program. The Company will implement Customer's participation in the program on the first day of the month following the application by Customer.

If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount is based on an average of the previous twelve (12) months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account, and then apply a factor based upon the above and true-up any variances. After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies by 10% or more from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

RULES AND REGULATIONS (Continued)

9. Billing and Collecting (Continued)

Any current and budget balance will be shown on the Customer's bill. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.

An electing Customer's participation in the budgeted payment plan will be continuous unless the customer requests that participation in the plan be terminated or that Gas Service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing customer may request that participation be terminated at any time, but once terminated by customer request or due to collection action, will be limited to a six (6) month waiting period before Customer may rejoin the Budget Billing program.

RULES AND REGULATIONS (Continued)

10. Customer's Liabilities

Company shall have the right to enter the premises of Customer at all reasonable hours for the purpose of making such inspection of Customer's installation as may be necessary for the proper application of Company's rate schedules and Rules and Regulations; for installing, removing, testing, or replacing its apparatus or property; for reading meters; and for the retirement of Company's property in event of termination of service to Customer for any reason.

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

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

11. Company's Liabilities

Company will use reasonable diligence in furnishing as uniform a supply of gas as practicable, except where rate schedules provide otherwise. Company may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and Company shall give to Customer, except in the case of emergency, reasonable notice of its intention so to do, and shall endeavor to arrange such interruption so as to inconvenience Customer as little as possible.

Whenever Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered thereby or excuse Customer from further fulfillment of the contract.

In the event that the supply of gas shall be interrupted from causes other than the foregoing or force majeure and such interruption is due to the negligence of Company and Company is liable because thereof, that liability shall be limited to twice the amount which Customer would have paid for gas during the period of such interruption. However, Company shall not be liable to Customer for any loss, injury or damage resulting from use of Customer's equipment or from the use of gas furnished by Company or from the connection of Company's facilities with Customer's Installation.

12. Force Majeure

Except for making payments due, neither the Company nor the Customer shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezings, temporary failure of gas supply, the

RULES AND REGULATIONS (Continued)

12. Force Majeure (Continued)

binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act of omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

13. Discontinuance of Service

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

A. Without notice,

- (1) if a dangerous condition exists on Customer's premises in piping or gas consuming devices.
- (2) because of a fraudulent use of the service or tampering with Company's equipment.
- (3) upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

B. After five (5) working days' (any day on which the utility's business office is open and the U.S. Mail is delivered) notice in writing,

- (1) for nonpayment of bills for gas service.
- (2) when Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving service for his own use under a different name in order to avoid past due payments to Company.
- (3) for refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
- (4) for a violation of these Rules and Regulations which Customer refused or neglects to correct.
- (5) when customer files complaint with the Division of Regulatory Compliance and Consumer Assistance of the Florida Public Service Commission and Customer fails to pay the undisputed portion of any bill(s).

RULES AND REGULATIONS (Continued)

14. Reconnection of Service

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

A. Where service was discontinued without notice,

- (1) the dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.
- (2) all bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.
- (3) if reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.

B. Where service was discontinued with notice,

- (1) satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (2) a satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (3) a satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section 18D of these Rules and Regulations shall be paid.
- (4) the violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section 18B of these Rules and Regulations shall be paid.

RULES AND REGULATIONS (Continued)

15. Termination of Service

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

If Customer wishes Company's property to be removed, he shall give notice at the office of Company at least ten (10) days prior to the time that such removal must be made.

16. Limitations of Supply

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

17. Temporary or Auxiliary Service

When Company has unsold service available, auxiliary or breakdown service may be supplied under special contract.

When Company has unsold service available, temporary service may be supplied under any rate schedule applicable to the class of service required with an additional charge for all costs of connection and disconnection. The minimum charge set forth in the applicable rate schedule elected shall be applicable to such temporary service, but in no case shall its be less than one (1) full month's minimum in addition to the charges for connection and disconnection provided above.

RULES AND REGULATIONS (Continued)

18. Service Charges

		Rate Schedule		
		RS RS-GS	GS-1, GS-2, CS-GS, GSTS-1, & GSTS-2	LVS, LVTS, IS & ITS
A.	Establishment of Service			
	Regularly Scheduled	\$52.00	\$75.00	\$112.00
	Same Day or Outside Normal Business Hours (Based upon Availability)	\$69.00	\$96.00	\$144.00
B.	Change of Account (Read Meter Only)			
	Regularly Scheduled	\$23.00	\$23.00	\$23.00
	Same Day or Outside Normal Business Hours (Based upon Availability)	\$29.00	\$29.00	\$29.00
C.	Reconnection After Disconnection for Non-Pay			
	Regularly Scheduled	\$81.00	\$104.00	\$141.00
	Same Day or Outside Normal Business Hours (Based upon Availability)	\$98.00	\$125.00	\$173.00
D.	Bill Collection in Lieu of Disconnection for Non-Pay	\$25.00	\$25.00	\$25.00
E.	Trip Charge – applies when customer fails to keep scheduled appointment with the Company's employee, agent, or representative			
	Regularly Scheduled	\$23.00	\$23.00	\$23.00
	Same Day or Outside Normal Business Hours	\$29.00	\$29.00	\$29.00
F.	Temporary Disconnection of Service for Cause or at Customer's Request			
	Regularly Scheduled	\$29.00	\$29.00	\$29.00
	Same Day or Outside Normal Business Hours	\$35.00	\$35.00	\$35.00

G. Worthless Check Service Charge

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

(Continued on Sheet No. 22.1)

RULES AND REGULATIONS (Continued)

H. Late Payment Charge

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

19. Measuring Customer Service

- A. All gas sold to customer shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in Company's filed tariff.
- B. 1. Individual gas metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual meters shall not, however, be required:
- a. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
 - b. For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;
 - c. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.
 - d. In such multiple occupancy units which would require the provision of individual gas service above the second story, unless specifically requested.

(Continued on Sheet No. 22.2)

RULES AND REGULATIONS (Continued)

2. For purposes of this Rule:

- a. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.
- b. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration, received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.
- c. The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.
- d. The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with subsection (B) (1).

- C. Where individual metering is not required under Subsection (B)(1)c and master metering is used in lieu thereof, sub-metering may be used by customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's tariff including but not limited to the customer, energy, purchased gas adjustment, and conservation charges made by Company plus applicable taxes and fees to customer of record responsible for the master meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master meter, the cost for billing, and other such costs.

20. Settlement of Disputes

- A. The following applies to Customers executing the Standard Commercial Natural Gas Service Agreement (the "Agreement"):

Except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to the Agreement or its breach.

(Continued on Sheet No. 22.3)

RULES AND REGULATIONS (Continued)

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under the Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

- B. The foregoing provisions regarding alternative dispute resolution procedures may apply to all other customers, but only by mutual consent between the Customer and the Company.

INDEX OF RATE SCHEDULES

<u>Item</u>		<u>Sheet No.</u>
Rate Schedule GS-1	General Service – 1	24
Rate Schedule GS-2	General Service – 2	24.1
Rate Schedule CS-GS	Commercial Standby Generator Service	24.2
Rate Schedule GLS	Gas Lighting Service	25
Rate Schedule RS	Residential Service	26
Rate Schedule RS-GS	Residential Standby Generator Service	26.1
Area Expansion Program	Area Expansion Surcharge	27-27.1
Rate Schedule LVS	Large Volume Service	28
Rate Schedule IS	Interruptible Service	29-30
Rate Schedule NGV	Natural Gas Vehicle Service	31
Rate Schedule PM	Pool Manager Service	33-33.3
Rate Schedule GSTS-1	General Service Transportation Service - 1	34.01-34.03
Rate Schedule GSTS-2	General Service Transportation Service – 2	34.05-34.07
Rate Schedule LVTS	Large Volume Transportation Service	34.10-34.14
Rate Schedule ITS	Interruptible Transportation Service	34.20-34.24
Rate Schedule NGVTS	Natural Gas Vehicle Transportation Service	34.25-34.29
Rate Schedule GLSTS	Gas lighting Service Transportation Service	34.30-34.32
Rate Schedule OSSS-1	Off-Systems Sales Service – 1	34.40-34.42
Billing Adjustments		35-35.8

RATE SCHEDULE GS-1
GENERAL SERVICE -1

Availability

Available within the service areas of the Company.

Applicability

Applicable to any non-residential customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Use must not exceed 600 therms in each and every consecutive twelve months.

Monthly Rate

Customer Charge: \$ 20.00 per meter per month

Energy Charge:
Non-Fuel 39.136 cents per therm

Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

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

RATE SCHEDULE GS - 2
GENERAL SERVICE - 2

Availability

Available within the service areas of the Company.

Applicability

Applicable to any non-residential customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Use must equal or exceed 600 therms in each and every consecutive twelve months.

Monthly Rate

Customer Charge: \$ 33.00 per meter per month

Energy Charge:
Non-Fuel 39.136 cents per therm

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

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

RATE SCHEDULE CS-GS
COMMERCIAL STANDBY GENERATOR SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any non-residential customer where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Monthly Rate

Customer Charge:	\$35.81	
Energy Charge:		
Non-Fuel	0 – 39.52 therms	0.00 cents per therm
	In excess of 39.52 therms	39.136 cents per therm
Minimum Monthly Bill:	\$35.81	

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) months. This 12-month requirement shall be renewed at the end of each twelve month period unless customer terminates service at the end of any 12-month period.
3. If Customer installs an additional gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

RATE SCHEDULE GLS
GAS LIGHTING SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any customer solely for providing gas service for gas lighting provided customer has gas light fixture(s) approved by the Company, which can be discontinued without affecting other gas service provided by Company, and customer agrees to be billed for the applicable rates and billing adjustments as part of this service.

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. This service is of lower priority than Company's other firm services and is subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions. This service shall be provided based on the rated hourly usage of each fixture. Company will bill customer for usage based on the monthly computed usage of the gas light fixture(s). Customer shall permit Company to place a device onto customer's gas light fixture(s) for tracking purposes. In the event Customer is planning to add, remove, or alter a gas light fixture, Customer shall notify Company so that Company may adjust its records. Failure to notify Company of any additions or alterations in a gas light fixture(s) shall result in Customer being charged for Unauthorized Use of Gas. Further, Customer shall give timely notice to Company in the event of a gas light malfunction.

Monthly Rate

Customer Charge:	\$ 0.00 per customer per month (for customers who receive a bill for gas service from Company otherwise Company shall bill Customer a Customer Charge based on the equivalent substitute Rate Schedule)
------------------	---

Energy Charge:	
Non-Fuel	24.210 cents per therm

Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Unauthorized Use of Gas

In the event Company finds one or more of Customer's gas light fixtures using gas during an interruption or Customer fails to notify Company of any additions or alternations in a gas light fixture(s), Company shall have the right to bill Customer for the computed usage during such interruption or from the date any additions or alternations in a gas light fixture(s) is determined at a rate of \$1.50 per therm.

Terms and Conditions

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

Issued by: John R. Schimkaitis, Chairman, President & CEO

Effective: January 14, 2010

RATE SCHEDULE RS
RESIDENTIAL SERVICE

Availability

Available within the service areas of the Company.

Applicability

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

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Monthly Rate

Customer Charge: \$ 11.00 per meter per month

Energy Charge:
Non-Fuel 49.828 cents per therm

Minimum Bill:

The minimum monthly bill shall consist of the above Customer Charge.

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

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

RATE SCHEDULE RS-GS
RESIDENTIAL STANDBY GENERATOR SERVICE

Availability

Available within the service areas of the Company.

Applicability

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

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Monthly Rate

Customer Charge:	\$21.25		
Energy Charge:			
Non-Fuel	0 – 19.80 therms	0.00 cents per therm	
	In excess of 19.80 therms	49.828 cents per therm	
Minimum Monthly Bill:	\$21.25		

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) months. This 12-month requirement shall be renewed at the end of each twelve month period unless customer terminates service at the end of any 12-month period.
3. If Customer installs an additional gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to the Residential Service rate schedule.

AREA EXPANSION SURCHARGE

Availability

Available to areas not presently served with gas by the Company and which require an investment in excess of the maximum allowable no-charge construction costs as defined in Rule 25-7.054, Florida Administrative Code.

Applicability

Applicable to gas service provided under all Rate Schedules in areas designated by the Company, at its sole discretion, as being served by Area Expansion Program (AEP) Facilities.

Area Expansion Program Surcharges for AEP Facilities prior to June 4, 2009

The AEP Surcharges shall be:

Residential Service Surcharge	50.000 cents per therm
Residential Standby Generator Service	50.000 cents per therm
General Service - 1 Surcharge	33.000 cents per therm
General Service - 2 Surcharge	33.000 cents per therm
General Service Transportation Service - 1 Surcharge	33.000 cents per therm
General Service Transportation Service - 2 Surcharge	33.000 cents per therm
Commercial Standby Generator Service	33.000 cents per therm
Large Volume Service Surcharge	25.000 cents per therm
Large Volume Transportation Service Surcharge	25.000 cents per therm
Gas Lighting Service Surcharge	18.000 cents per therm

Area Expansion Program Surcharge for AEP Facilities on or after June 4, 2009

Initial AEP Surcharges

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

Unitized AEP Recovery Amount = AEP Recovery Amount / Total estimated number of therms subject to surcharge

Calculation of Fixed Dollar Surcharge applicable to rate schedule classifications:

Initial AEP Surcharge = Unitized AEP Recovery Amount • Projected Average Monthly Usage by Rate Schedule

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

(Continued to Sheet No. 27.1)

AREA EXPANSION SURCHARGE
(Continued from Sheet No. 27)

Recalculated AEP Surcharge

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

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

Calculation of Fixed Dollar Surcharge applicable to rate schedule classifications:

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

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

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

Taxes and Adjustments

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

Other Terms and Conditions

- A. Should AEP facilities be extended to provide service to new or additional customers, these new or additional customers will be subject to the effective AEP surcharge(s) and should the cost to install said extension(s) be less than the MACC the excess estimated revenue shall be credited to the applicable AEP Recovery Amount.
- B. The terms and conditions set forth herein shall be in addition to the terms and conditions set forth on the applicable rate schedule(s) under which the customer(s) receive gas service.

RATE SCHEDULE LVS
LARGE VOLUME SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to large volume users for non-residential purposes (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator).

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Service must be of a non-seasonal nature.

Use must exceed 500 therms in each and every month of the year.

Monthly Rate

Customer Charge: \$ 90.00 per meter per month

Energy Charge:
Non-Fuel 35.366 cents per therm

Minimum Bill

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

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Term of Service

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

Terms and Conditions

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

Customer must contract for service on an annual basis.

RATE SCHEDULE IS
INTERRUPTIBLE SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable for any non-residential purpose to commercial and industrial customers who contract for service under this rate schedule or Rate Schedule ITS as of June 30, 1998. This rate schedule is closed to all other existing and new customers after June 30, 1998 and any additional gas load not served under this rate schedule or Rate Schedule IS without the expressed written consent of an officer of the Company.

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot. All gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Limitations of Service

Customer must contract for service under this schedule for minimum requirements of not less than 3,650 therms of gas per month.

Monthly Rate

Customer Charge:	\$ 280.00 per meter per month
Telemetry Maintenance Charge:	\$ 30.00 per meter per month
Energy Charge: Non-Fuel	23.080 cents per therm

Minimum Bill

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

Continued on Sheet No. 30

RATE SCHEDULE IS
INTERRUPTIBLE SERVICE

Continued from Sheet No. 29

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Terms and Conditions

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

Unauthorized Over-run Gas

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

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

RATE SCHEDULE NGV
NATURAL GAS VEHICLE SERVICE

Availability

Available within the service areas of the Company.

Applicability

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

Character of Service

Natural gas or its equivalent having a nominal heat content of 1,000 BTU per cubic foot.

Limitations of Service

Service must be of a non-seasonal nature.

Monthly Rate

Customer Charge:	\$100.00 per meter per month
Energy Charge:	
Non-Fuel	17.111 cents per therm

Minimum Bill

The Customer Charge.

Terms of Payment

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

Billing Adjustments

See sheets beginning with Sheet No. 35.

Term of Service

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

Terms and Conditions

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

Customer must contract for service on an annual basis.

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Sixth Revised Sheet No. 32
Cancels Fifth Revised Sheet No. 32

RESERVED FOR FUTURE USE

RATE SCHEDULE PM
POOL MANAGER SERVICE

Applicability

The provisions of this Rate Schedule shall apply to each broker, marketer or other third party supplier (collectively "Pool Manager") of natural gas that wishes to act as agents for the purpose of purchasing and scheduling natural gas for Customers electing transportation services. Pool Managers desiring to provide service to Customers will be required to sign a Pool Manager Agreement in which they will agree to be bound by the terms and conditions of the Company's F.P.S.C. Gas Tariff.

Term of Contract

The term of the Pool Manager Agreement shall be at least one (1) year and from month to month thereafter unless terminated upon sixty (60) days written notice.

Creditworthiness

Pool Manager shall provide documentation of Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT. Documentation may include a letter from FGT stating Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT or a copy of Pool Manager's FTS-1 Service Agreement and FTS-2 Service Agreement with FGT. Upon meeting Company's standards for creditworthiness, Company will include Pool Manager on Company's List of Approved Pool Managers. Company shall not be required to permit any Pool Manager who fails to provide the above referenced documentation to sell natural gas on Company's distribution system.

In the event that Pool Manager defaults in its payment obligation to FGT for capacity relinquished as defined below, Company upon receiving notification from FGT of such default shall immediately terminate Pool Manager Agreement with Pool Manager. Company will not be required to permit any Pool Manager who defaults in its payment obligation to FGT to sell natural gas on Company's distribution system.

Capacity Relinquishment

Pool Manager will be required to accept a Capacity Relinquishment as defined in Capacity Relinquishment and Recall section of the transportation service rate schedules (Rate GSTS-1, GSTS-2, CS-GS, GLSTS, LVTS, and ITS). Failure to accept Capacity Relinquishment by Pool Manager may result in curtailment of service to Customers being served by Pool Manager.

Supplying Gas for Delivery

Pool Manager shall be responsible for purchasing the natural gas to be delivered for Customers served by the Pool Manager and for causing the same to be delivered to the Company's Citygate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of FGT's FERC Gas Tariff to effectuate such delivery of natural gas.

(Continued to Sheet No. 33.1)

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33)

Force Majeure

Except for making payments due, neither the Company nor the Pool Manager shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeps, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Neither party will be entitled to the benefit of the force majeure provision hereof under either or both of the following circumstances: (A) to the extent that the failure was caused by the party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or (B) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Daily Delivery Requirement

Company will calculate the Pool Manager's Daily Delivery Requirement by summing the Daily Delivery Quantity, plus applicable Shrinkage, by Citygate for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. The Company will inform Pool Manager via e-mail of Pool Manager's Daily Delivery Requirement by Citygate for the upcoming month upon expiration of Company's enrollment deadline.

The Company shall assess the Pool Manager a per MMBtu charge equal to the maximum of \$15.00 or 200% of the highest weekly Alert Day Price as posted by Florida Gas Transmission Company for each day when delivery to Company by Pool Manager differs from Pool Manager's Daily Delivery Requirement during said weekly period. This charge will serve as the final resolution between Company and Customer for such variances.

Pool Manager Warranty

Each Pool Manager warrants that it will have at the time it delivers or causes the delivery of natural gas into the Company's distribution system good title or good right to deliver the Gas. Each Pool Manager warrants that the natural gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the natural gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

(Continued to Sheet No. 33.2)

RATE SCHEDULE PM
POOL MANAGER SERVICE
(Continued from Sheet No. 33.1)

Responsibility for Natural Gas

The Company and the Pool Manager shall be jointly and severally liable for the natural gas while it is in the Company's distribution system between Company's Citygate(s) and the point of delivery to the Customer. The Pool Manager shall be solely liable for the natural gas until it is delivered to Company's Citygate(s). The party or parties thus responsible for the natural gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pool Manager shall indemnify the Company for all injury, damage, loss or liability of the Company caused by Pool Manager's delivery of natural gas not complying with the Natural Gas Quality section below.

Natural Gas Quality

All natural gas delivered, or caused to be delivered, into Company's distribution system by or on behalf of a Pool Manager will be merchantable and shall conform to the natural gas quality specifications set forth in FGT's FERC Gas Tariff.

Monthly Rate

Customer Charge	\$100.00 per month per Pool Manager
-----------------	-------------------------------------

Billing

The Company shall render to a Pool Manager on or before the 20th Calendar Day of each Month a bill for Pool Manager's monthly Customer Charge and for all imbalance charges as defined in Billing Adjustments during the preceding Month.

Payment

Pool Manager shall pay the Company the amount due under any bill from the Company within ten (10) Days after receipt by the Pool Manager of the bill from the Company. The Company may at its option require the Pool Manager to make payment of any bill by electronic transfer within such ten (10) Day period. Any bill not paid within such ten (10) Day period shall bear interest at the rate of one and one-half percent (1.5%) per Month.

Billing Disputes

Pool Manager may dispute the amount of any bill by notifying the Company within sixty (60) days of receipt by the Pool Manager of the bill from the Company. If a Pool Manager in good faith disputes the amount of any bill, the Pool Manager shall nevertheless pay to the Company the amount of such bill. Company shall have thirty (30) days to resolve such disputes with Pool Manager and will refund to Pool Manager any amount resolved in favor of Pool Manager within ten (10) days of such resolution.

Termination of Service

Pool Manager will be responsible for providing Company with a duly executed Pool Manager Termination of Service Form (See Tariff Sheet No. 36.013) not less than thirty (30) Working Days prior to the Pool Manager's desired date for termination of service to Customer.

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE-1

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule GS-1 or rate schedule CS-GS.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

(Continued to Sheet No. 34.02)

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE-1
(Continued from Sheet No. 34.01)

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge:	Equal to Rate GS-1 or CS-GS Customer Charge as applicable – See Sheet No. 24 or Sheet No. 24.2
Energy Charge: Non-Fuel	Equal to Rate GS-1 or CS-GS Energy Charge as applicable – See Sheet No. 24 or Sheet No. 24.2
Transportation Administration Charge:	\$4.50 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge and the Transportation Administration Charge.

Terms of Payment

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

Billing Adjustments

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 35

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

(Continued to Sheet No. 34.03)

RATE SCHEDULE GSTS-1
GENERAL SERVICE TRANSPORTATION SERVICE-1
(Continued from Sheet No. 34.02)

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

RATE SCHEDULE GSTS-2
GENERAL SERVICE TRANSPORTATION SERVICE-2

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule GS-2.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

(Continued to Sheet No. 34.06)

Issued by: J. T. English, President & CEO

Effective: June 4, 2009

RATE SCHEDULE GSTS-2
GENERAL SERVICE TRANSPORTATION SERVICE-2
(Continued from Sheet No. 34.05)

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge:	Equal to Rate GS-2 Customer Charge – See Sheet No. 24.1
Energy Charge: Non-Fuel	Equal to Rate GS-2 Energy Charge – See Sheet No. 24.1
Transportation Administration Charge:	\$4.50 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

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

Terms of Payment

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

Billing Adjustments

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 35

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

(Continued to Sheet No. 34.07)

RATE SCHEDULE GSTS-2
GENERAL SERVICE TRANSPORTATION SERVICE-2
(Continued from Sheet No. 34.06)

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 34.08
Cancels Original Sheet No. 34.08

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: November 18, 2004

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 34.09
Cancels Original Sheet No. 34.09

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: November 18, 2004

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule LVS.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

(Continued to Sheet No. 34.11)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.10)

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

Service must be of a non-seasonal nature. Use must exceed 500 therms in each and every month of the year.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

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

(Continued to Sheet No. 34.12)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.11)

Monthly Rate

Customer Charge:	Equal to Rate LVS Customer Charge See Sheet No. 28
Telemetry Maintenance Charge:	\$ 30.00 per meter per month for Customers required to have electronic telemetry equipment.
Energy Charge: Non-Fuel	Equal to Rate LVS Energy Charge See Sheet No. 28
Transportation Administration Charge:	\$ 20.50 per meter per month for Customers required to have electronic measurement equipment and \$4.50 per meter per month for Customers not required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

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

Terms of Payment

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

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other billing Adjustments:	See sheets beginning with Sheet No. 35

(Continued to Sheet No 34.13)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.12)

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

(Continued to Sheet No 34.14)

RATE SCHEDULE LVTS
LARGE VOLUME TRANSPORTATION SERVICE
(Continued from Sheet No. 34.13)

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any existing Customer that qualifies for service under the Company's rate schedule IS. As of June 30, 1998, this rate schedule is applicable only to customers served under this rate schedule and those served under Rate Schedule IS. This rate schedule is closed to all other existing and new customers after June 30, 1998 and any additional gas load not served under this rate schedule or Rate Schedule IS without the expressed written consent of an officer of the Company.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

(Continued to Sheet No. 34.21)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.20)

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

Customer must contract for service under this schedule for minimum requirements of not less than 120 therms of gas per day.

Interruption of Service

All gas transported shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions, in which case, less notice may be given.

The Company, at its sole discretion, may use the Customer's gas supply during a period of transportation interruption. The Company will replace such natural gas quantities used by the Company with equal quantities of natural gas as soon as it is operationally practicable after the interruption ceases.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

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

(Continued to Sheet No. 34.22)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.21)

Monthly Rate

Customer Charge:	Equal to Rate IS Customer Charge See Sheet No. 29
Telemetry Maintenance Charge:	Equal to Rate IS Telemetry Maintenance Charge See Sheet No. 29
Energy Charge: Non-Fuel	Equal to Rate IS Energy Charge See Sheet No. 29
Transportation Administration Charge:	\$ 20.50 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

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

Terms of Payment

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

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule
All other billing Adjustments:	See sheets beginning with Sheet No. 35

(Continued to Sheet No 34.23)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.22)

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

(Continued to Sheet No 34.24)

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.23)

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing Customer that qualifies for service under the Company's rate schedule NGV.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity of the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

(Continued to Sheet No. 34.26)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.25)

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) Working Days prior to the first day of any month.

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Limitations of Service

Service must be of a non-seasonal nature.

Point of Receipt

Company will designate a City Gate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Electronic Measurement Equipment

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

(Continued to Sheet No. 34.27)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.26)

Monthly Rate

Customer Charge:	Equal to Rate NGV Customer Charge See Sheet No. 31
Telemetry Maintenance Charge:	\$ 30.00 per meter per month for Customers required to have electronic telemetry equipment
Energy Charge: Non-Fuel	Equal to Rate NGV Energy Charge See Sheet No. 31
Transportation Administration Charge:	\$ 20.50 per meter per month for Customers required to have electronic measurement equipment.
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

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

Terms of Payment

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

Billing Adjustment

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 35

(Continued to Sheet No. 34.28)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.27)

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with the Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

(Continued to Sheet No. 34.29)

RATE SCHEDULE NGVTS
NATURAL GAS VEHICLE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.28)

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) Working Days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

RATE SCHEDULE GLSTS
GAS LIGHTING SERVICE TRANSPORTATION SERVICE

Availability

Available within the service areas of the Company.

Applicability

Applicable to any new or existing non-residential Customer that qualifies for service under the Company's rate schedule GLS.

Character of Service

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

Gas Supply Obligation

Company will be obligated to provide natural gas balancing services to Customers under this rate schedule. Company will purchase natural gas from or sell natural gas to Customer in quantities equal to the Customer's monthly imbalance pursuant to the Company's Imbalance Adjustments-Pool Manager section of this tariff.

Election of Daily Delivery Quantity

Company will require Customer to elect a Daily Delivery Quantity in therms per day rounded to the nearest one-hundredth (0.00) therm. Company will require Customer to make the initial election on the Exhibit A to the Agreement by and between Company and Customer. Company will review Customer's Election of Daily Delivery Quantity and reserves the right to disapprove any election that cannot be substantiated by Customer's historical consumption, additions of equipment or, in the case of a new Customer, projected natural gas usage or historical consumption of a similarly situated Customer. Customer must elect a Daily Delivery Quantity of sufficient quantity to satisfy the Customer's monthly natural gas requirements. Company will provide Customer a twelve-month consumption history to assist in making its initial election.

Customer shall have the right to change their elected Daily Delivery Quantity on the first day of any month. Company will require Customer to provide Company with a DDQ Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change.

Designation of Pool Manager

Company will require Customer to designate a Pool Manager from a List of Approved Pool Managers posted by Company. Company will require Customer to make the initial designation on the Exhibit A to the Agreement by and between Company and Customer. Customer will not be charged to designate its initial Pool Manager. Customer will be charged a \$23.00 fee if a Pool Manager is changed after its initial designation. Customer shall have the right to change their Pool Manager Designation on the first day of any month. Company will require Customer to provide Company with a Pool Manager Change Request Form no less than ten (10) Working Days prior to the effective date of the requested change. Customer is required to obtain Pool Manager's signature on Pool Manager Change Request Form prior to transmission to Company.

Customers receiving service under this Rate Schedule may discontinue service hereunder by providing Company a Request to Return to Regulated Sales Service Form no less than ten (10) working days prior to the first day of any month.

(Continued to Sheet No. 34.31)

RATE SCHEDULE GLSTS
GAS LIGHTING SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.30)

A Customer who elects to return to regulated sales service will be required to remain on regulated sales service for a period not less than twelve months.

Upon receipt of a Pool Manager Termination of Service Form, Customer shall have until ten (10) Working Days prior to the termination date listed on the form to submit a Pool Manager Change Request Form. If Customer fails to submit Pool Manager Change Request Form in a timely manner, Customer will revert to the corresponding sales service and will be required to remain on sales service for the term of the Agreement.

Point of Receipt

Company will designate a Citygate as the Point of Receipt for each Customer to make delivery of natural gas into Company's distribution system.

Point of Delivery

Company will designate the Customers' service address as the Point of Delivery for Company to make delivery of natural gas to Customer.

Monthly Rate

Customer Charge:	Equal to Rate GLS Customer Charge – See Sheet No. 25
Energy Charge: Non-Fuel	Equal to Rate GLS Energy Charge – See Sheet No. 25
Transportation Administration Charge:	\$4.50 per meter per month
Shrinkage:	1.0% of deliveries tendered at Company's Citygate. Company reserves the right to adjust the rate one time per year.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge and the Transportation Administration Charge.

Terms of Payment

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

Billing Adjustments

Purchased Gas Adjustment:	Not applicable to this rate schedule.
All other Billing Adjustments:	See sheets beginning with Sheet No. 35

Requests for Service

Company will require Customer to provide Company with a duly executed Natural Gas Transportation Service Agreement no less than ten (10) Working Days prior to the requested effective date of the service. Customer shall have the right to initiate service on the first day of any month.

(Continued to Sheet No. 34.32)

RATE SCHEDULE GLSTS
GENERAL LIGHTING SERVICE TRANSPORTATION SERVICE
(Continued from Sheet No. 34.31)

Term of Service

Contract for service hereunder shall be for a period of not less than one (1) year.

Capacity Relinquishment and Recall

Company will require Customers to obtain seasonal firm capacity on FGT from the Company in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of FGT's capacity seasons, plus applicable Shrinkage. Company will sum quantities, by each FGT season, for each Customer being serviced by a Pool Manager and relinquish firm capacity quantities in aggregate to Pool Manager rounded to the next greatest dekatherm. Company and Customer's Pool Manager will enter into a prearranged pipeline Capacity Relinquishment for a term corresponding to the term of the Agreement with Customer. Release of any capacity under this section may not exceed the FERC-approved maximum rate applicable to the released capacity.

Company will assign capacity by FGT service type to Customers in proportion to Company's total capacity portfolio by FGT operating division. Upon assignment by FGT service type, Company will assign Primary Receipt Point Capacity in proportion to the Company's total capacity portfolio and Company will assign Primary Delivery Point Capacity based upon Customer's service address. The applicable FERC-approved maximum rate will be applied to each portion of the released capacity.

Company shall provide notice of firm capacity relinquishment to FGT as required under the General Terms and Conditions of FGT's FERC Gas Tariff. Company shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Customer's Pool Manager shall accept the firm capacity relinquishment from Company subject to the Company's F.P.S.C. Gas Tariff and subject to the General Terms and Conditions of FGT's FERC Gas Tariff. Customer's Pool Manager shall also diligently and in a timely manner take all other actions required under the General Terms and Conditions of FGT's FERC Gas Tariff governing such capacity relinquishments.

Company will relinquish firm capacity to Customer's Pool Manager subject to recall. Firm capacity would be subject to recall only under the following conditions: (1) to maintain the integrity of Company's distribution system, (2) in the event the Customer leaves Company's distribution system or returns to Company's sales service, or (3) in the event Customer changes Pool Managers.

In the event that Customer's Pool Manager defaults in its payment obligation to FGT for capacity relinquished under the terms of this section, Company upon receiving notification from FGT of such default shall: (1) invoice Customer on its next regularly scheduled bill for said capacity, (2) revert Customer to Company's sales service, and (3) allow Customer thirty (30) working days to submit a Pool Manager Change Request Form.

Terms and Conditions

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

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Second Revised Sheet No. 34.33
Cancels First Revised Sheet No. 34.33

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: November 18, 2004

RATE SCHEDULE OSSS - 1
OFF-SYSTEMS SALES SERVICE - 1

Availability

Available with area served by the Company, and within the area served by an interstate or intrastate natural gas pipeline also serving the Company.

Applicability

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

Limitation of Service

Company may notify Customer at any time to reduce or cease using Natural Gas. Company will endeavor to give as much notice as possible to Customer.

Any gas taken in excess of the volume allocated to Customer during an interruption or curtailment order shall be considered to be unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas, in addition to other charges payable hereunder, at the greater of \$1.50 per therm or the rate per therm imposed on Company by the delivering Pipeline.

For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a nomination to Company specifying the quantity of Natural Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Natural Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Florida Public Utilities Company for delivery shall be "Scheduled Quantities".

Except as nominated by Customer and scheduled by Company, neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Natural Gas or pipeline capacity on any day or during any month. Deliveries pursuant to this rate schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.

The point of delivery for all Natural Gas sold pursuant to this rate schedule shall be the delivery point of the delivering Pipeline specified by Customer. The delivery point operator shall be solely responsible for all balancing with the Pipeline, financially and physically.

Customer and Company shall rely on measurement made by the Pipeline. Unless curtailed, all nominations to Customer's pipeline delivery point shall be considered to have been made by the Pipeline.

(continued)

RATE SCHEDULE OSSS - 1
OFF-SYSTEMS SALES SERVICE - 1

Character of Service

Natural gas or its equivalent, with an approximate average heating value of in the range of one thousand one hundred (1,000) to one thousand one hundred (1,100) British Thermal Units per standard cubic foot.

Monthly Rate

Customer Charge: None

Energy Charge:
Non-Fuel

For all Scheduled Quantities, an amount not less than \$.000 per therm nor greater than the currently applicable firm rate, which Non-Fuel Energy Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

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

The Non-Fuel Energy Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Company may from time to time increase or reduce the Non-Fuel Energy Charge as it deems necessary or appropriate to remain competitive, but shall have no obligation to do so; provided, however, that the Non-Fuel Energy Charge shall at all times remain within the limits set forth above.

The bill for therms billed at the above rates shall be increased by the agreed upon price per therm of the Natural Gas delivered to Customer pursuant to this rate schedule, including all costs incurred by Company associated with Pipeline transportation, if such Natural Gas is delivered to customer pursuant to a "buy-sell agreement" between Company and Customer. This rate schedule shall not be adjusted by the Company's Purchased Gas Adjustment Clause.

Transportation
Administration Charge: None

Minimum Bill None

(continued)

RATE SCHEDULE OSSS - 1
OFF-SYSTEMS SALES SERVICE - 1

Terms of Payment

Bills are rendered net and are due and payable within ten (10) calendar days of receipt of invoice from Company.

Billing Adjustment

Purchased Gas Adjustment: Not applicable to this rate schedule.

All other Billing Adjustments: See Sheet No. 35.1

Term of Service

As mutually agreed to between Company and Customer.

Terms and Conditions

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

Disposition of Net Revenues

For purposes of this rate schedule "net revenues" shall mean the total Non-Fuel Energy Charges received by Company for service pursuant to this rate schedule, revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Pipeline customers via the Pipeline's relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each month that service is provided pursuant to this rate schedule shall be as follows:

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

BILLING ADJUSTMENTS

Applicability

Gas service under all rate schedules which specify that the rates are subject to adjustment in accordance with the provisions of the "Billing Adjustments" Rider.

Purchased Gas Cost Recovery Factor - Traditional Customers Only

The energy charge of the Monthly Rate for gas supplied in any billing period shall be adjusted by the Company's expected weighted average costs of gas (WACOGs). The WACOGs may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the 12-month periods of January through December, in accordance with the methodology adopted by the Commission on May 19, 1991, in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for customers using the gas supply solely for the generation of electricity), and rounded to the nearest \$.00001 per therm, to be applied to the total number of therms consumed by the customer during the billing period.

The purchased gas cost recovery factor approved by the Commission for the billing months of January 2014 through December 2014 is 87.198 cents per therm.

The purchased gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current month's WACOGs may be adjusted for prior months' differences between projected and actual costs of gas purchased, but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve month period, in accordance with the methodology adopted by the Florida Public Service Commission on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the Florida Public Service Commission.

Taxes and Other Adjustments

There will be added to all bills rendered, all applicable local utility and franchise taxes and state sales taxes presently assessed by any duly authorized governmental authorities, as well as any future changes or new assessments by and duly authorized governmental authorities subsequent to the effective date of any rate schedule.

(Continued to Sheet No. 35.1)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35)

Imbalance Adjustments – Pool Manager

The following billing adjustments apply only to Rate Schedule PM.

Pool Manager Imbalances

It is the intent of the Company that the monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall equal to the actual monthly delivery by Company to Customer. This monthly delivery of natural gas to Company by Pool Manager for Customer, less shrinkage, shall be referred to as Billing Period Delivery Quantity. If the Billing Period Delivery Quantity does not equal the actual monthly delivery by Company to Customer, a long or short imbalance is created.

Whenever the Billing Period Delivery Quantity is greater than the actual monthly delivery by Company to Customer a long imbalance is created. Conversely, whenever the Billing Period Delivery Quantity is less than the actual monthly delivery by Company to Customer a short imbalance is created.

Company will aggregate the short imbalances and long imbalances of Customers by Pool Manager. This net quantity shall be referred to as the Pool Manager Imbalance.

Whenever the Pool Manager Imbalance is a short position a Pool Manager Short Imbalance is created. Conversely, whenever the Pool Manager Imbalance is a long position a Pool Manager Long Imbalance is created.

A. Pool Manager Short Imbalance

Company shall sell to Pool Manager the necessary gas supplies to meet the Pool Manager Short Imbalance in accordance with the Imbalance Billing Adjustments - Pool Manager section of this tariff.

B. Pool Manager Long Imbalance

Company shall retain all gas supplies resulting from a Pool Manager Long Imbalance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

(Continued to Sheet No. 35.2)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.1)

In addition, Company will credit Pool Manager for the variance between Pool Manager's Daily Delivery Requirement and the sum of the Daily Delivery Quantity for each Customer being served by Pool Manager. This variance will be referred to as Pool Manager Monthly Delivery Variance. Company shall retain all gas supplies resulting from a Pool Manager Monthly Delivery Variance and credit Pool Manager in accordance with the Imbalance Billing Adjustments – Pool Manager section of this tariff.

Imbalance Billing Adjustments – Rate Schedule PM

The following language details the methodology of calculating billing adjustments for Pool Manager Imbalances. All prices will be adjusted to reflect dollars per therm and will be rounded to five decimal places (\$0.00000).

- A. **Pool Manager Short Imbalance and Pool Manager Long Imbalance**
Invoices to Pool Manager for Pool Manager Short Imbalances and Pool Manager Long Imbalances will be computed using the following methodology. Invoices will be based on the Company's Purchased Gas Cost Recovery Factor ("PGCRF") in effect during the month the imbalance was created multiplied by the applicable factor as follows:

Pool Manager Imbalance Level		Short Factor	Long Factor
Lower	Upper		
0%	20%	1.00	1.00
20%	40%	1.10	0.90
40%	60%	1.20	0.80
60%	80%	1.30	0.70
Greater than 80%		1.40	0.60

The Pool Manager Imbalance Level shall be calculated by dividing the absolute value of the Pool Manager Imbalance by the aggregate Billing Period Delivery Quantity for all Customers being served by Pool Manager.

- B. **Pool Manager Monthly Delivery Variance**
Invoices to Pool Manager for Pool Manager Monthly Delivery Variance will be computed using the following methodology. Invoices will be based on the Company's PGCRF in effect during the month the delivery variance was created.

(Continued to Sheet No. 35.3)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.2)

Energy Conservation Cost Recovery Adjustment Clause

The bill for gas or transportation service supplied to a Customer in any Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule shall be increased or decreased to the nearest \$0.00001 multiplied by the tax factor of 1.00503 for each Therm of consumption or transportation to recover the conservation related expenditures by the Company. 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, FAC.

The cost recovery factors for the period from the first billing cycle for January 2014 through the last billing cycle for December 2014 are as follows:

Rate Class	Recovery Factor
Rate Schedule RS	9.256 cents per therm
Rate Schedule RS-GS	9.256 cents per therm
Rate Schedule GS-1	5.062 cents per therm
Rate Schedule GS-2	4.693 cents per therm
Rate Schedule CS-GS	5.062 cents per therm
Rate Schedule GSTS-1	5.062 cents per therm
Rate Schedule GSTS-2	4.693 cents per therm
Rate Schedule LVS	3.655 cents per therm
Rate Schedule LVTS	3.655 cents per therm

(Continued to Sheet No.35.4)

BILLING ADJUSTMENTS
(Continued from Sheet No. 35.3)

Gas Reliability Infrastructure Program (GRIP)

Applicability

The bill for gas or transportation service supplied to a Customer in any Billing Period shall be adjusted as follows:

The GRIP factors for the period from the first billing cycle for January 2014 through the last billing cycle for December 2014 are as follows:

<u>Rate Class</u>	<u>Rates Per Therm</u>
Rate Schedule RS	\$0.01598
Rate Schedule GS-1	\$0.01450
Rate Schedule GS-2	\$0.01450
Rate Schedule GSTS-1	\$0.01450
Rate Schedule GSTS-2	\$0.01450
Rate Schedule LVS	\$0.00654
Rate Schedule LVTS	\$0.00654
Rate Schedule IS	\$0.00608
Rate Schedule ITS	\$0.00608
Rate Schedule GLS	\$0.01826
Rate Schedule GLSTS	\$0.01826
Rate Schedule NGV	\$0.00000
Rate Schedule NGVTS	\$0.00000

(Continued to Sheet No. 35.5)

(Continued from Sheet No. 35.4)

(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 Company provides service to large metropolitan areas, including West Palm Beach. These areas also have a high percentage of mains and services constructed of eligible materials for replacement under the Gas Reliability Infrastructure Program ("GRIP"). Replacement of eligible infrastructure in high density (urban) areas typically cost more than areas that are primarily rural. 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 will be a per therm rate per month that is calculated by multiplying the GRIP revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected surcharge.

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. 1

Third Revised Sheet No. 35.6
Cancels Second Revised Sheet No. 35.6

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: November 18, 2004

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Fifth Revised Sheet No. 35.7
Cancels Fourth Revised Sheet No. 35.7

RESERVED FOR FUTURE USE

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 35.8
Cancels Second Revised Sheet No. 35.8

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: November 18, 2004

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Fourth Revised Sheet No. 36
Cancels Third Revised Sheet No. 36

INDEX OF STANDARD FORMS

<u>Item</u>	<u>Form No.</u>	<u>Sheet No.</u>
Reserved for Future Use		36.001
Property Owner's Consent Form	POCF	36.002
Reserved for Future Use		36.003
Deposit Receipt	DR	36.004
Natural Gas Transportation Service Agreement	NGSA	36.005 – 36.010
DDQ Change Request Form	DDQ	36.011
Pool Manager Change Request Form	PM	36.012
Pool Manager Termination of Service Form	PMT	36.013
Pool Manager Agreement	PMA	36.014
Request to Return to Regulated Sales Service	RSS	36.015
Natural Gas Service Agreement	NGSA	37 – 37.001
Reserved for Future Use		38 – 40
Reserved for Future Use		41.001 – 41.003
Off Systems Sales Letter Agreement	OSSS	41.011 – 41.016
Reserved For Future Use		41.020 – 41.022
Extension of Facilities Agreement	EFA	42
Improvement of Relocation of Existing Facilities Agreement	IREFA	44

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 36.001
Cancels Original Sheet No. 36.001

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: January 1, 2004

STANDARD FORMS
PROPERTY OWNER'S CONSENT FORM

PROPERTY OWNER'S CONSENT FORM

_____ as the owner(s) of the property located at
Owner/Tenant

Street Address City or Town State
_____ hereby grant to Florida Public Utilities Company the right to
County

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted:

Owner

Name and Title

Print or Type

Date

20

Attested by:

Name and Title

Print or Type

Date

20

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. 1

First Revised Sheet No. 36.003
Cancels Original Sheet No. 36.003

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: January 1, 2004

STANDARD FORMS
CUSTOMER RECEIPT OF DEPOSIT

CUSTOMER RECEIPT OF DEPOSIT IMAGE

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as "Company" and:

Company Name: _____
Account Number: _____
Contact Person & Title: _____
Mailing Address: _____

Telephone Number: _____
Facsimile Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule selected below:

Rate Schedules

_____ General Service Transportation Service -1 _____ General Service Transportation Service -2
_____ Large Volume Transportation Service _____ Interruptible Transportation Service
_____ Gas Lighting Service Transportation Service

Term of Agreement

Service under this Agreement shall commence on the _____ day of _____, 20____, or on the first day following the date the Company completes the installation of necessary mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of _____ year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Florida Public Service Commission ("F.P.S.C.").

Tariff for Gas Service

All terms and conditions set forth in Company's F.P.S.C. Gas Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's F.P.S.C. Gas Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of Company's F.P.S.C. Gas Tariff are available for public reference during normal business hours at each of the Company's natural gas division offices.

Type of Service

The service contemplated hereunder is of an industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of gas sold or delivered hereunder. In case the supply of gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting therefrom or from the restoration of service thereafter.

(Continued to Sheet No. 36.006)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
(Continued from Sheet No. 36.005)

Responsibility and Liability

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

Notices

All correspondence and notices required under this Agreement, except notice of gas supply interruption or restoration of service are to be addressed at the above listed address, fax machine or e-mail address and to Company at Florida Public Utilities Company, Gas Supply Department, Post Office Box 3395, West Palm Beach, Florida 33402-3395 or to Company's fax machine at (561) 838-1713. Utilization of fax machines, in lieu of or in addition to utilizing postal services, for notices shall be instituted only with the express written permission of the Company. Notices with respect to interruption or restoration of deliveries of gas shall be sufficient if given by Company, at the Company's option, in writing or by telephonic facsimile or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager (Rate Schedules GSTS-1, GSTS-2, GLSTS, LVTS & ITS only)

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS, and ITS customers shall designate a Pool Manager from Company's List of Approved Pool Managers in Exhibit A. Customer shall cause Pool Manager to affix a duly authorized signature acknowledging such election.

Point of Receipt and Point of Delivery (Rate Schedules GSTS-1, GSTS-2, GLSTS, LVTS & ITS only)

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS, and ITS customers will cause Customer's natural gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level (Rate Schedules GSTS-1, GSTS-2, GLSTS, LVTS & ITS only)

Rate Schedule GSTS-1, GSTS-2, GLSTS, LVTS and ITS customers will elect a Daily Delivery Quantity ("DDQ") by month in exhibit A. Customer's Pool Manager will be required to accept a capacity relinquishment in a quantity equal to the maximum Daily Delivery Quantity elected by Customer in each of Florida Gas Transmission Company's capacity seasons.

Monthly Minimum Bill Quantity (Rate Schedules LVTS & ITS only)

Rate Schedule LVTS and ITS customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver gas to Customer at the Point of Delivery at a pressure of not less than _____ PSIG

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective F.P.S.C. Gas Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

(Continued to Sheet No. 36.007)

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
(Continued from Sheet No. 36.006)

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Division Customers and in Sanford, Florida for Mid-Florida Division Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

(Continued to Sheet No. 36.008)

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 36.008
Cancels Original Sheet No. 36.008

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
(Continued from Sheet No. 36.007)

Venue

The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

FLORIDA PUBLIC UTILITIES COMPANY

Attest: _____

By: _____

Title: _____

CUSTOMER NAME

Attest: _____

By: _____

Title: _____

(Continued to Sheet No. 36.009)

Issued by: J. T. English, President & CEO

Effective: January 1, 2004

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
(Continued from Sheet No. 36.008)

EXHIBIT A
TO THE NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
BY AND BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

DAILY DELIVERY QUANTITY (DDQ) ELECTION

DAILY DELIVERY QUANTITY (DDQ) – THERMS PER DAY

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

COMPANY'S POINT OF RECEIPT DESIGNATION

Customer shall deliver natural gas to Company at:

DRN Number

Point Name

COMPANY'S POINT OF DELIVERY DESIGNATION

Company shall deliver natural gas to Customer at Company owned meter located at:

Customer's Service Address

City, State, Zip Code

MONTHLY MINIMUM BILL QUANTITY (Therms)

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
Customer designates:

Pool Manager Name:

as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. Customer is required to obtain Pool Manager's signature on this Notice prior to transmission to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

(Continued to Sheet No. 36.010)

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 36.010
Cancels Original Sheet No. 36.010

STANDARD FORMS
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
(Continued from Sheet No. 36.009)

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

A COPY OF THIS FORM WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

Pool Manager Signature

Company Signature

Title

Title

Title

Issued by: J. T. English, President & CEO

Effective: January 1, 2004

STANDARD FORMS
DDQ CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

DDQ CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number _____ Facsimile Number: _____
Date of Requested Change: _____

CUSTOMER HEREBY REQUESTS TO CHANGE THE DAILY DELIVERY QUANTITY FOR THE ACCOUNT LISTED ABOVE:

DAILY DELIVERY QUANTITY (DDQ) – THERMS PER DAY

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Customer must submit this form ten (10) working days prior to the date of requested change. Customer may submit this form via facsimile at (561) 838-1713 or other number as designated by Company. Failure to submit this form in a timely manner may lead to a delay in implementing the requested change. Customer is responsible for obtaining the signature of their Pool Manager acknowledging the requested change in Daily Delivery Quantity. Company will review Customer's requested change in Daily Delivery Quantity and reserves the right to disapprove any change request that cannot be substantiated by Customer's historical consumption, additions of equipment or in the case of a new Customer projected attached load or historical consumption of a similarly situated Customer.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

ACKNOWLEDGED BY:

APPROVED BY:

Customer Signature

Pool Manager Signature

Company Signature

Title

Title

Title

STANDARD FORMS
POOL MANAGER CHANGE REQUEST FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER CHANGE REQUEST FORM

Customer Name: _____ Telephone Number: _____
Account Number: _____ Facsimile Number: _____
Date: _____

NOTICE OF CUSTOMER DESIGNATION OF POOL MANAGER

WHEREAS, Customer desires to designate a third-party Pool Manager to coordinate the purchasing and scheduling of the supply of natural gas for transportation on Company's natural gas transportation system with Company,

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:
Customer designates:

Pool Manager Name: _____
as Customer's Pool Manager to coordinate with Company the scheduling of the supply of natural gas for transportation on Company's natural gas transportation system pursuant to Customer's currently effective contract(s) with Company for natural gas transportation service. The designation of Customer Pool Manager will be effective on _____, which does not predate the date of this Notice. Customer is required to obtain Pool Manager's signature prior to transmitting this Notice to Company. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company.

This designation of Pool Manager, upon approval by Company, shall operate to cancel all previously designated Pool Managers for Customer.

Customer agrees that Pool Manager is acting on its behalf and that no provision of this Notice is intended to relieve nor shall be interpreted as relieving Customer of any obligation to Company, including but not limited to Customer's obligations to pay Company for the transportation service provided by Company.

Customer agrees that a service charge may apply to this designation as defined in Company's F.P.S.C. Gas Tariff.

The terms of service and the accompanying obligations of the parties will continue to be governed by the Rules and Regulations of the Florida Public Service Commission, the Company's F.P.S.C. Gas Tariff, Service Agreement(s) and contract(s) between Company and Customer.

This Notice shall be interpreted, construed and governed by the laws of the State of Florida, without regard to principles of conflict of law.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:	ACKNOWLEDGED BY:	APPROVED BY:
Customer Signature _____	Pool Manager Signature _____	Company Signature _____
Title _____	Title _____	Title _____

STANDARD FORMS
POOL MANAGER TERMINATION OF SERVICE FORM

FLORIDA PUBLIC UTILITIES COMPANY ("Company")
COMMERCIAL CUSTOMER CHOICE PROGRAM

POOL MANAGER TERMINATION OF SERVICE FORM

Date: _____

Pool Manager Name: _____

NOTICE TO:

Customer Name: _____ Telephone Number: _____

Account Number: _____ Facsimile Number: _____

This will serve as notice to the above listed Customer that the above Pool Manager will terminate service effective on _____, which does not predate the date of this notice. Pool Manager can provide this Notice via facsimile at (561) 838-1713.

A COPY OF THIS NOTICE WILL BE FORWARDED TO CUSTOMER AND POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

APPROVED BY:

Pool Manager Signature

Company Signature

Title

Title

STANDARD FORMS
POOL MANAGER AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
POOL MANAGER AGREEMENT

THIS AGREEMENT executed by and between FLORIDA PUBLIC UTILITIES COMPANY ("Company") and the undersigned prospective Pool Manager ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pool Manager on Company's distribution system as such terms are defined in the Company's F.P.S.C. Gas Tariff; and

WHEREAS, the Company's F.P.S.C. Gas Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pool Manager on its distribution system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

- I. Pool Manager agrees to comply with and be subject to all of the provisions of the Company's F.P.S.C. Gas Tariff relating to Pool Manager.
- II. Notices or communications to the Undersigned may be given to:
Mailing Address:

Telephone:
Facsimile:
E-mail address:

Attention _____

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the ____ day of _____, in the year of _____

Full Name of Prospective Pool Manager

By: _____

Title: _____

ACCEPTED by Florida Public Utilities Company on ____ of _____

By: _____

Title: _____

Pool Manager Account Number assigned by Florida Public Utilities Company

STANDARD FORMS
REQUEST TO RETURN TO REGULATED SALES SERVICE

CUSTOMER NOTICE
REQUEST TO RETURN TO REGULATED SALES SERVICE

Date: _____

Customer Name: _____ Telephone Number: _____

Account Number: _____ Facsimile Number: _____

This will serve as notice to **Florida Public Utilities Company** that the above Customer requests to return to regulated sales service on _____, which does not predate the date of this notice. Customer can provide this Notice via facsimile at (561) 838-1713, or other number as designated by Company.

CUSTOMERS WHO ELECT TO RETURN TO REGULATED SALES SERVICE WILL BE REQUIRED TO REMAIN ON REGULATED SALES SERVICE FOR A PERIOD NOT LESS THAN TWELVE MONTHS.

A COPY OF THIS NOTICE WILL BE FORWARDED TO POOL MANAGER UPON APPROVAL BY COMPANY.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

REQUESTED BY:

APPROVED BY:

Customer Signature

Company Signature

Title

Title



Natural Gas Service Agreement

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

Customer: Phone:

Service Address:

Mailing Address:

Account Type: Rate Class: Monthly Charge:

Account Deposit: Per Therm: Connect Fee:

Appliance Conversion Charge:

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

Gas Appliance(s) Schedule

Estimated Annual Usage in Therms:

Sales Agent: Phone:

Field Coordinator: Phone:

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

APPROVED AND ACCEPTED:

By:
Florida Public Utilities Agent's Signature

By:
Customer's Signature

Agent's Name and Title

Customer

Date





Natural Gas Service Terms and Conditions

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

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

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

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

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

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



Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Second Revised Sheet No. 38
Cancels First Revised Sheet No. 38

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 39
Cancels Second Revised Sheet No. 39

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 40
Cancels Second Revised Sheet No. 40

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Third Revised Sheet No. 41
Cancels Second Revised Sheet No. 41

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.001
Cancels Original Sheet No. 41.001

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.002
Cancels Original Sheet No. 41.002

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.003
Cancels Original Sheet No. 41.003

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

OFF-SYSTEMS SALES LETTER AGREEMENT BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

_____/_____/_____
Name
Title
Company
Address
City, State & Zip Code

Dear _____,
As was verbally requested by _____ on _____, 19_____,
_____ ("Customer") desires to purchase up to
_____ MMBtu per day of natural gas from Florida Public Utilities Company ("FPU") for the term beginning
_____, 19_____, and ending _____, 19_____. FPU is willing and able to deliver such
quantity of natural gas directly to Customer for the specified term pursuant to Company's Rate Schedule OSS-1 a
copy of which is attached hereto and becomes part hereof and under the terms and conditions of this agreement.
FPU will purchase all necessary quantities of gas supply, and nominate the necessary volume of transportation
capacity at receipt and delivery points on the interstate pipeline system of Florida Gas Transmission Company
("FGT"), in order to effectuate this transaction. This Letter Agreement expresses the mutual understanding of FPU
and Customer with respect to the terms to apply to such deliveries of natural gas. Please contact me if you should
have any questions with respect to this Letter Agreement.

In consideration of the mutual benefits set forth herein, this Letter Agreement is being made and entered into
this _____ day of _____, 19_____, between FPU and Customer, in accordance with the following terms and
conditions:

(1) Daily Delivery Quantity: Customer shall make a reasonable effort to nominate supplies evenly
throughout the term of this agreement, subject to the requirements of FGT's tariff, including but not limited to
Nomination changes for monthly balancing, "Alert Days", and plant operations. The Daily Delivery Quantity may be
changed by mutual agreement between the parties.

(2) Term: FPU shall arrange for the delivery of the Daily Delivery Quantity of natural gas purchased by
Customer under this Letter Agreement during the above referenced term; after which this Letter Agreement shall
continue in force thereafter subject to termination by either party on fifteen (15) days notice.

(continued)

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

(3) Delivery Point: FPU shall delivery all natural gas under this Letter Agreement directly to Customer's delivery point number(s) _____ on the FGT system.

(4) Authorization To Make Direct Deliveries: The natural gas purchased by Customer pursuant to this Letter Agreement will be transported by FGT under FPU's FTS-1 firm transportation service agreement, when available, with FGT. In accordance with the FTS-1 Rate Schedule in FGT's currently effective Federal Regulatory Federal Commission ("FERC") gas tariff, FPU will exercise its alternate delivery point rights so that, upon FGT approval, FGT will deliver the natural gas directly to Customer at the delivery point set forth above. Customer shall be responsible for any applicable reporting or filings to be made with Federal or State governmental authorities associated with this transaction. FPU retains the right to recall these volumes upon two (2) hours prior notice to Customer.

This supply is fully interruptible and will be made on a best efforts basis. Interruptions may be due to, but no limited to, the necessity of FPU to use said gas supply and/or capacity to service customers behind its city gates, loss of supply, unfavorable pipelines conditions, etc.

(5) Billing and Payment: FPU and customer agree that the charge for the natural gas and services provided under this Letter Agreement shall be as follows:

<u>Item</u>	<u>Description</u>	<u>MMBtu/Day</u>	<u>Charges</u>
1.	Commodity Cost of Gas	See Below Note	See Following Text
2.	FTS-1 Reservation Charge	Daily Delivery Quantity	\$_____ per MMBtu
3.	FTS-1 Usage Charge	Daily Delivery Quantity	\$_____ per MMBtu
4.	FPU Administration Charge	See Below Note	\$_____ per MMBtu
	TOTAL CHARGE	—	Sum of Items 1 through 4

NOTE: As Nominated for Delivery to Florida Gas Transmission Company as indicated on Exhibit "A".

(continued)

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

The commodity cost of gas for supplies nominated to be delivered starting with the first day of each month shall be priced using the price posted per MMBtu in

_____ plus \$._____ per MMBtu
until the first interruption of the flowing gas. Thereafter, gas supplies which start flowing after the first of each month shall be priced using the _____ price per MMBtu

_____ plus \$._____ per MMBtu.
The commodity cost of gas shall be determined in accordance with

The "Total Charge" set forth above includes the amount to be charged by FPU to Customer for the natural gas commodity, the applicable FTS-1 reservation and usage charges under FGT's FERC gas tariff, as well as all applicable surcharges under FGT's FERC gas tariff (e.g., take-or-pay, transition cost recovery, Annual Charge Adjustment, Gas Research Institute surcharges).

In addition to the "Total Charge" set forth above, Customer shall remit to FPU any incremental charges that FPU may incur as a result of the services provided under this Letter Agreement, to include, but not be limited to, any charge imposed by FGT directly related to this transaction, such as for imbalances and fuel reimbursement, reporting or filing fees associated with this transaction, and such other charges, fees, or assessments, including Federal and State taxes, authorized by governmental authorities.

Customer shall pay the "Total Charge," incidental charges, and any other obligations that arise as a result of this Letter Agreement, regardless of whether Customer has actually used the Daily Delivery Quantity, so long as FPU has arranged for the delivery to Customer of the Daily Delivery Quantity as indicated in Exhibit A.

Customer shall remit payment to FPU for the "Total Charge," any incidental charges, and any other obligation that arises as a result of this Letter Agreement within ten (10) calendar days of receipt of invoice from FPU at the address set forth below in the "Execution" section of this Letter Agreement. Customer shall be deemed in receipt of FPU's invoice upon: delivery in person; the third business day after mailing by registered or certified mail, postage prepaid; the next business day after timely delivery to a common carrier service, service fee payable by sending party, for next-

(continued)

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

day delivery; or the day of facsimile transmission by telephone line. If Customer fails to pay any amount when due hereunder, Customer shall pay interest on the overdue amount at an annual rate of interest of eighteen (18) percent, calculated from the date that payment is due until the date of remittance hereunder.

(6) Warranty of Title: FPU warrants that it will have title to the natural gas sold hereunder from the time it is received at an FGT receipt point until delivery to Customer at the FGT delivery point(s) specified above, at which point(s) title shall pass to Customer.

(7) Limitation of Liability and Force Majeure:

(a) Force Majeure: The obligations of FPU and Customer under this Letter Agreement, and the performance thereof, other than a failure or delay in the payment of money due hereunder, shall be excused during periods of Force Majeure. Force Majeure shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, sinkholes, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery, generating equipment, or lines of pipe, the necessity for maintenance of or making repairs or alterations to machinery, generating equipment, or lines of pipe, freezing of wells or lines of pipe, failure or depletion of wells, loss or interruption of supply, curtailment of transportation capacity on the FGT system, interruption or unavailability of transportation due to an event constituting Force Majeure under FPU's FTS-1 transportation service agreement with FGT, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which in each of the above cases, by the exercise of due diligence such party is unable to prevent or overcome. The party whose performance is excused by an event of Force Majeure shall promptly notify the other party of such occurrence and its estimated time of duration, and shall use all reasonable efforts to remedy such Force Majeure and resume such performance.

(b) Limitation on Liability: Neither Customer nor FPU shall be liable to the other or to any other party claiming through the other for special, indirect or consequential damages relating to any matter covered by this Letter Agreement.

(8) Entire Agreement: This Letter Agreement constitutes the entire agreement between the parties with respect to the sale of natural gas hereunder to Customer, and supersedes all prior agreements and understandings between the parties.

(continued)

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Original Sheet No. 41.015

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

(9) Execution of Letter Agreement. WHEREFORE, in consideration of the foregoing terms and conditions of this Letter Agreement and the mutual benefits to be obtained therefor, the parties hereto have caused this Letter Agreement to be duly executed by their respective authorized officials.

Agreed to this _____ day of _____, 19____.

Witness

Witness

Witness

Witness

_____, Vice President
Florida Public Utilities Company
P. O. Box 3395
West Palm Beach, FL 33402-3395

Name
Title
Company
Address
City, State & Zip Code

(continued)

Issued by: F. C. Cressman, President

Effective: September 20, 1994

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

Original Sheet No. 41.016

FLORIDA PUBLIC UTILITIES COMPANY
OFF-SYSTEMS SALES LETTER AGREEMENT

EXHIBIT "A"

TO THE LETTER AGREEMENT
BY AND BETWEEN
FLORIDA PUBLIC UTILITIES COMPANY
AND

DATED _____, 19____

NOMINATED FOR DELIVERY TO
FLORIDA GAS
TRANSMISSION
COMPANY
(MMBTU/DAY)* _____
(MMBTY/DAY) _____

DATE(S)

1. _____

2. _____

* INCLUDES FUEL PER FGT'S TARIFF SHEET NO. 8A

FLORIDA PUBLIC UTILITIES COMPANY

(Customer)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Issued by: F. C. Cressman, President

Effective: September 20, 1994

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.020
Cancels Original Sheet No. 41.020

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.021
Cancels Original Sheet No. 41.021

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001

Florida Public Utilities Company
F.P.S.C. Gas Tariff
Third Revised Volume No. I

First Revised Sheet No. 41.022
Cancels Original Sheet No. 41.022

STANDARD FORMS

RESERVED FOR FUTURE USE

Issued by: J. T. English, President & CEO

Effective: August 1, 2001



Extension of Facilities Agreement

This agreement, executed in duplicate as of the _____ day of _____, 2____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and _____, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will extend or increase its facilities as follows:

The Utility will commence the extension or increase of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Utility's with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of _____ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in _____. The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations; 7 part B, paragraph 2, shall be exercised according to option (a) at the end of the initial year of service or (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is _____. Consumer agrees that option _____ is to be used.

4. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.

5. After the extension or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: _____

Service Address:

By: _____
Consumer:
Owner:



Improvement or Relocation of Facilities Agreement

This agreement, executed in duplicate as of the _____ day of _____, 2_____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and _____, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will improve or relocate existing facilities as follows:

The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of _____ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

4. After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: _____

By: _____
Consumer:

Service Address:

CONTRACTS AND AGREEMENTS

The Housing Authority of the City of West Palm Beach, Florida
Contract dated July 2, 1968 (Florida Projects 9-1 & 9-2)

The Housing Authority of the City of West Palm Beach, Florida
Contract dated October 20, 1961 (Florida Project 9-3)

The Housing Authority of the City of West Palm Beach, Florida
Contract dated January 10, 1966 (Florida Project 9-4)

City of Lake Worth, Florida
Agreement dated July 11, 1983

Brunswick Corporation
Contract dated August 26, 1977

The Housing Authority of the City of Sanford, Florida
Contract dated March 26, 1971 (HUD Project 16.5 - Lake Monroe Terrace)

The Housing Authority of the City of Sanford, Florida
Contract dated March 26, 1971 (HUD Project 16.6 - Redding Gardens)

The Housing Authority of the City of DeLand, Florida
Contract dated October 18, 1971 (Project Florida 72-1)

The Housing Authority of the City of Sanford, Florida
Contract dated April 27, 1973 (Projects 16-2, 16-3 & 16-4)

The Housing Authority of the City of Sanford, Florida
Contract dated November 13, 1975 (Project 16-1)

Issued by: E. J. Patterson, President
Issued on: August 4, 1983

Effective: August 4, 1983