

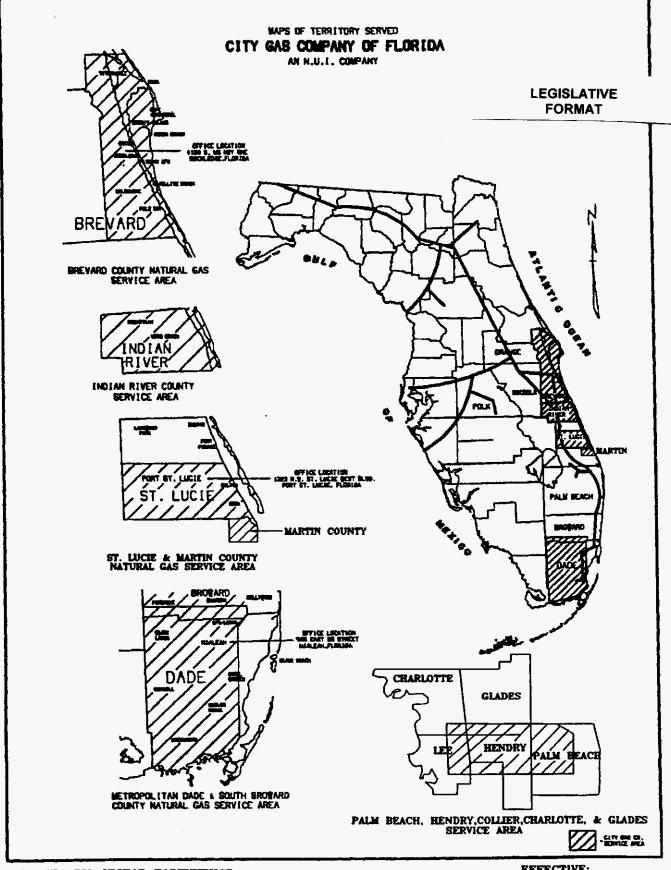


BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION DOCKET NO. 000768-GU

> TARIFF SHEETS LEGISLATIVE AND PROPOSED FORMATS

> > VOLUME V

DOCUMENT NUMBER-DATE 10527 AUG 258 EDCC-BECORDS/REPORTING CITY GAS COMPANY OF FLORIDA FPSC NATURAL GAS TARIFF VOLUME NO.4



ISSUED BY: VICTOR FORTKIEWICZ VICE PRESIDENT

.

EFFECTIVE:

City Gas Company of Florid FPSC Natural Gas Tariff		L. L. Elizat Davidsond Chor
Volume No. 5		Driginal First Revised Shee
	LIST OF COMMUNITIES SERVED	Unincorporated
Municipalities		Communities
Palm Beach County: Belle Glade South Bay		
Hendry County Labelle		
Lee County		
		Ft. Myers Shores
Glades County		
Charlotte County		
Collier County		
Martin County		
Martin County		
	*Franchise held by City Gas Compar	iy -

### 6. Connect Charge

A charge of \$20.00 \$30.00 for residential service or \$45.00 \$60.00 for nonresidential service will be made on the customer's next bill when gas service is initiated, connected or turned-on.

#### 7. <u>Reconnection Charge</u>

A charge of \$20.00 \$30.00 for residential service or \$45.00 \$60.00 for nonresidential service will be made on the customer's next bill when gas service is reconnected after disconnection for nonpayment of bills.

#### 8. 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%, 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 at a rate no greater than allowed, and in a manner permitted by applicable law.

#### 9. <u>Other Charges</u>

The following charges relating to customer accounts will apply:

Change of account\$15.00Bill collection in lieu of disconnection\$15.00Returned check charge, whichever is greater\$15.00Copy of tariff\$25.00 or 5%

#### 10. <u>Temporary Discontinuance of Supply</u>

The Company may temporarily shut off the supply of gas to the customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency.

#### 11. Extension of Facilities

A. <u>Free Extensions of Mains and</u> Services: The maximum capital investment to be made by the Company for main and service facilities without cost to the customer shall be defined as the maximum allowable construction cost (MACC). The MACC shall equal six times the annual gas revenues estimated to be derived from the facilities, excluding the cost of gas. In estimating annual revenues, seasonal facilities such as swimming pool heaters and spa heaters shall not be included.

B. <u>Extensions of Mains and Services Above Free Limit</u>: When the cost of the extension required to provide service is greater than the free limit specified above, the Company may require a non-interest bearing advance in aid of construction (ATC) equal to the cost in excess of such free limit provided that:

Victor A. Fortkiewicz Vice President Effective:

12. Transportation - Special Conditions

a. A Transportation Service Agreement accepted by the Company is a condition precedent for service under each applicable rate schedule.

b. Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.

c. Each Customer must designate in the Transportation Service Agreement the Maximum Daily Contract Quantity (MDCQ) the Customer or its agent Customer's Third Party Supplier (TPS) will nominate for delivery during the term of the agreement.

d. With respect to gas received by Company for transportation to Customer, Company bears no responsibility for any costs incurred up to the designated point of receipt on Company's system.

e. Service under each rate schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.

f. Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under each applicable rate schedule. Such percentage shall not be higher than 1.5% without prior approval of the Florida Public Service Commission. The Company shall have the right to adjust the percentage from time to time to reflect the actual operating experience of the Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

g. Nomination and Scheduling of Receipts and Deliveries

Quantities nominated shall be reflected in either MMBTU or therms.

Issued by:

Effective:

Nominations for quantities of gas to be tendered to the Company for transportation must be made by the third party supplier, broker or marketer (collectively agent) TPS responsible for tendering such quantities on behalf of the Customer.

The Company will only accept nominations from the Customer's agent TPS if the Customer has notified the Company in writing of the identity of the agent TPS.

Unless otherwise agreed to by Company, Customer, or its agent Customer's TPS, shall nominate in writing to the Company's Gas Transportation Department by 10:00 a.m. eastern time at least seven (7) working days in advance of commencement of service and/or at least three (3) working days prior to any change in the existing nomination, the following information:

i. The Company and the pipeline transportation contract numbers under which service is being nominated.

ii. The daily quantity of gas to be tendered at each receipt point.

iii. The identity of each the third party supplier TPS responsible for nominating daily quantities of gas to be tendered for delivery to Customer.

iv. The estimated term of the nomination.

v. The name, address, and telephone number of a contact person specified by Customer that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.

vi. A signed and notarized affidavit stating that the agent, if one is chosen, TPS chosen by the Customer is familiar with the terms and conditions for transportation service concerning balancing of receipts and deliveries and applicable imbalance penalties and fees set forth in Company's Natural Gas Tariff, as approved by the Florida Public Service Commission, and will comply with such terms and conditions.

vii. Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

viii. The name and contract number of the shipper delivering the gas to the Company's receipt point. This information must be provided by the Customer or the Agent Customer's TPS prior to the flow of gas.

If <del>Customer, or agent,</del> Customer's TPS fails to comply with provisions i through viii above, Company shall not schedule the commencement of service or change a prior nomination.

Deliveries shall be made, to the extent possible, at the scheduled delivery points, and shall approximate, as nearly as possible, deliveries to Company for Customer's account, less any quantities retained by Company for unaccounted gas.

Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.

Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.

In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.

Company shall not carry forward nominations from month to month. Each month Customer or agent Customer's TPS shall furnish a separate written monthly nomination for each transportation contract.

Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.

Upon request by Company, <del>Customer or agent</del> Customer's TPS shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

## h. Penalties

Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.

Customers or agents Customer's TPS shall deliver, or cause to be delivered, to Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been nominated for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ('Actual Receipts") varies from the sum of quantities nominated during such billing month for transportation at the points of receipt ("Nominated Receipts") by more than ten percent (10%) of the Nominated Receipts, then the Company may impose a penalty equal to the maximum transportation charge under each applicable rate schedule times the variance in excess of ten percent (10%) of the Nominated Receipts. This penalty shall be billed to the <del>party</del> TPS responsible for nominating and tendering receipt quantities as set forth in paragraph (g) of this section. In the event the responsible party is a third party-supplier, marketer or broker, tThe Company reserves the right to discontinue receipts from such supplier, marketer or broker a TPS until the penalty is paid in full.

# i. Balancing Receipts and Deliveries

All balancing charges shall be in addition to the rates otherwise charged to Customers under their Service Classifications. The commodity charge in the Monthly Rate section is based upon actual consumption, not Third Party Supplier deliveries.

Third Party Suppliers (TPS) will be billed for all their Customers' Contract Balancing charges based on the difference of their total deliveries and city gate consumption which is the total of the customer group's billed consumption, made up of actual meter reads and/or estimated volumes. The Company reserves the right to gross up city gate deliveries for fuel loss at a rate not to exceed 1.5% grossed up for fuel. Amounts due from the TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments, if any, will be reflected in future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

In the event of such a default, a TPS' customers shall be individually responsible for their prorata share as follows: The Company will determine individual customer charges as if the TPS gas received, if any, was allocated in the following priority, first to SCTS Customers, second to Firm Transportation Customers and lastly to Interruptible Transportation Customers. Each Customer in a service classification will receive a prorata charge based on their percentage of gas consumed measured on the meter reading date following the incurrence of imbalance charges to the total of their service classification for the period that charges apply.

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalances between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

i. For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries to Customer exceed Actual Monthly Receipts from interstate pipeline), if the Customer has contracted to take Standby Service, then the amount of the undertender shall be priced at the otherwise applicable sales rate. If the Customer has not contracted to take Standby Service, then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be billed by the Company to the Customer at the greater of the <del>otherwise applicable</del> Large Commercial Service sales rate or the Posted Price for the month. The selected price shall be multiplied by the applicable factor as follows:

#### j. Standby Sales Service

To the extent that customers elect to utilize transportation service available under each applicable rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.

Any Customer requesting Standby Sales Service shall notify the Company in writing of the level of requested service. Standby Sales Service is available up to the Customer's maximum daily contract quantify of transportation service, but may not exceed that level.

The charge for Standby Sales Service shall consist of a Monthly Standby Charge and a per therm charge for Standby Sales Service quantities taken by the Customer. The Monthly Standby Charge shall be \$.50 \$.785 per therm of maximum daily standby service requested by the Customer. The per therm charge shall be the weighted average commodity cost of gas, as determined each month. Plus all billing adjustments applicable taxes and \$0.03 per therm administration fee.

The Company shall credit the monthly standby charge and the weighted average commodity cost of gas to the purchase gas adjustment clause. For all sales made pursuant to this provision the Company shall retain the administration fee.

Standby Sales Service is offered only as a fill in for those instances when the Customer's supplier is unable to deliver nominated quantities Standby Service does not preclude nor protect interruptible customers from other curtailments or interruptions provided for in the Company's tariff. Standby Sales Service is a commodity service available to transportation customers, all applicable transportation charges apply (i.e. monthly service charge and transportation charge).

The Company may adjust the standby service charge annually, when the Company makes its annual PGA filing.

### RATE SCHEDULE RS Residential Service

#### **Availability**

Throughout the service area of the Company.

### Applicability

Applies to all gas delivered for domestic purposes, to any customer for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations as residential service.

### Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

## Monthly Rate

Customer Charge:	<del>\$7.00</del> \$7.50	
Energy Charge:	\$0.46349 \$0.54709 per therm	

### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

### Terms of Payment

Bills are net and due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing.

#### Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

## Special Terms and Conditions of Service

Application of this rate is subject to the Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

## RATE SCHEDULE GL Gas Lighting Service

<u>Availability</u> See "Limitations of Service" below.

# Applicability

Firm Natural gas service for continuous street or outdoor lighting devices installed upstream of the customer's meter.

# Limitations of Service

This rate schedule is closed and is restricted to customers who were served prior to March 17, 1975.

# Monthly Rate

Energy charge:

\$8.34-\$9.85 per lamp (\$0.46349 \$0.54709 per therm X 18 therms)

## Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

For the purpose of applying billing adjustments based on therms for unmetered gas consumption under this rate schedule, a basis of eighteen therms per lamp per month will be used.

### RATE SCHEDULE CS Commercial and Industrial Firm Service

## **Availability**

Throughout the service area of the Company.

## Applicability

Service under this schedule is available to commercial and industrial customers, schools and public institutions.

# Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

# Monthly Rate

Customer Charge: \$17.00 \$20.00

Energy Charge: \$0.20259 \$0.26549 per therm

## Minimum Bill

The minimum monthly bill shall be the customer charge.

## Terms of Payment

Bills are net and become delinquent if unpaid after expiration of twenty days from mailing.

## Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

# Special Terms and Conditions of Service

Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

#### RATE SCHEDULE LCS Large Commercial Service

#### Availability

Throughout the service area of Company

#### Applicability

Service under this schedule is available to commercial and industrial consumers, using more than 120,000 therms per year at one billing location.

#### Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

#### Monthly Rate

Customer Charge: \$35.00 \$50.00

Energy Charge: \$0.16336 \$0.19839 per therm

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 120,000 therms.

#### Terms of Payment

Bills are net and become delinquent if unpaid after expiration of twenty days from date of mailing.

#### Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

#### Special Terms and Conditions of Service

Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

# RATE SCHEDULE IP Interruptible - Preferred Gas Service

#### <u>Availability</u>

Throughout the service area of the Company.

#### **Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below).

#### Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

#### Monthly Rate

Customer Charge:	<del>\$50.00</del> \$100.00
Energy Charge:	\$0.12757 \$0.16500 per therm

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

## RATE SCHEDULE IP Interruptible - Preferred Gas Service

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

### Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

## **Adjustments**

See Billing Adjustments, Sheet Nos. 25-28.

## Failure to Comply With Curtailment Notice

If Customer fails to comply with a curtailment notice, the Company may determine the Customer to be no longer qualified for service under this rate schedule. Such determination shall be made only after investigation by the Company of the reasons for non-compliance. The Customer shall be notified in writing by the company of such determination. Gas service to the Customer subsequent to the notification shall be pursuant to the energy charge of the LCS rate schedule for at least ninety (90) days or until such time as the Customer satifactorily demonstrates its ability to handle curtailment of gas service.

### Overrun Penalty

If customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas valve at the customer's premises) available to Company or another customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

## Term of Service

Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.

### RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

## Availability

Throughout the service area of the Company.

# Applicability

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

## Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

## Monthly Rate

Customer Charge:	<del>\$50.00</del> \$100.00
Energy Charge:	<del>\$0.12757</del> \$0.16500 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

### Alternate Fuel Discount

The monthly energy charge of <del>\$0.12767</del> \$0.16500 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire energy charge, meaning that the energy charge can be reduced to, but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost including transportation and taxes, converted to the nearest 0.0001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the non-gas energy charge of 0.12757 (0.16500 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 43. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

## Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

# RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

## ACCEPTANCE

					rdance with Rate Schedule Cl, on and after	
reduc	ced by \$	_ to \$	per	therm, c	omputed as follows:	
	Alternate fuel:				Alternate fuel discount:	
1.	Alternate fuel pric	в		8.	Energy charge	<del>\$0.12757</del> \$0.16500
2.	per	(unit)		9.	Purchased gas adjustment	
3.	Transportation	. ,		10.	Other billing adjustments	
4.	Taxes			11.	Taxable amount	
5.	Total laid-in cost			12.	Taxes and fees %	<u></u> `
6.	Conversion factor			13	Total rate per therm	
7.	= equivalent cost			14.	Less equivalent cost of alternate fuel (from line 7) per therm	
				15.	Difference	<u> </u>
				16.	Line 15 divided by (1 +	
					tax rate in line 12)	
				17.	Maximum discount	<del>\$0.12757</del> \$0.16500
				18.	Alternate fuel discount per therm (lesser of line 16 or 17)	
				19.	Adjusted energy charge	

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

Ву \_\_\_\_\_

(Title)

\_\_\_\_\_\_19\_\_\_\_\_

## RATE SCHEDULE IL Interruptible Large Volume Gas Service

### Availability

Throughout the service area of the Company.

### Applicability

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below).

## Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except than when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

#### Monthly Rate

Customer charge:

\$250.00

Energy charge:

\$0.08252 \$0.12000 per therm

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

## RATE SCHEDULE CI-LV Contract Interruptible - Large Volume Gas Service

## **Availability**

Throughout the service area of the Company.

## **Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

## Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

#### Monthly Rate

Customer charge:

\$250.00

Energy charge:

\$0.08252 \$0.12000 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

## RATE SCHEDULE CI-LV Contract Interruptible - Large Volume Gas Service

### ACCEPTANCE

Based upon the foregoing information, and in accordance with Rate Schedule CI-LV, the nongas energy charge for gas taken by \_\_\_\_\_\_ on and after \_\_\_\_\_\_ shall be reduced by \$\_\_\_\_\_ to \$\_\_\_\_ per therm, computed as follows:

Alternate fuel:

7. equivalent cost

Alternate fuel discount:

1.	Alternate fuel price		8.
2.	per (unit)		9.
3.	Transportation		10.
4.	Taxes		11.
5.	Total laid-in cost		12.
6.	Conversion factor		13

9.		
10.	Other billing adjustments	
11.	Taxable amount	
12.	Taxes and fees %	·
13	Total rate per therm	
14.	Less equivalent cost	
	of alternate fuel (from line 7)	
	per therm	
15.	Difference	
16.	Line 15 divided by (1 +	
	tax rate in line 12)	
17.	Maximum discount	<del>\$0.08252</del> \$0.12000
18.	Alternate fuel discount	
	per therm (lesser of line	
	16 or 17)	
19.	Adjusted energy charge	

Energy charge \_\_\_\_\_\_\_\$0.08252 \$0.12000

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

By \_\_\_\_\_

(Title)

\_\_\_\_\_ 19\_\_\_\_

#### NATURAL GAS VEHICLE SALES SERVICE Rate Schedule NGVSS

#### Availability

Throughout the service area of the Company.

#### Applicability

Gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

### Monthly Rate

Customer Charge:

# <del>\$12.00</del> \$15.00 per month

Energy Charge:

\$0.14119 \$0.17500 per therm

The minimum monthly bill shall be the customer charge.

## **Special Conditions:**

1. The Purchased Gas Cost Recovery Factor (Sheet No. 25) and Taxes and Other Adjustments (Sheet No. 26) shall apply. The Energy Conservation Cost Recovery Adjustment and the Competitive Rate Adjustment Clause (Sheet Nos. 26-28) are not applicable.

2. A contract for an initial term of at least one year shall be required as a condition precedent to service under this rate schedule. If an extension of facilities is required, the initial contract term shall be the term required under-the agreement for the facilities extension.

3. If the Company agrees to provide the necessary natural gas compression facilities, a separate agreement shall be entered into, and the initial contract term shall be the term required under such agreement. Further, the above rates shall be adjusted to provide for the recovery by the Company of the costs incurred in providing such natural gas compression facilities. At such time as the Company has recovered its costs of providing natural gas compression facilities, sales under this rate schedule shall be billed at the above stated rates.

4. Service under this rate schedule shall be subject to the general Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.

# THIRD PARTY SUPPLIER Rate Schedule TPS

Deliveries of Average Daily Delivery Quantities Under Service Classification - Small Commercial Transportation Service

To the extent that Third Party Supplier wishes to provide service to SCTS Customers, Third Party Suppliers must agree to make deliveries of its SCTS Customers Average Daily Delivery Quantity ("ADDQ") as adjusted from time to time in accordance with the applicable provisions of the SCTS Rate Schedule. Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile no later than two (2) business days after the receipt of the ADDQ notice from the Company. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time two business days later. Company and Third Party Supplier will reconcile any differences no later then 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

The Company shall assess the Third Party Supplier the following charges on any day in which the Third Party Supplier delivers an amount other than the ADDQ:

Imbalance	Charge	
0% to 5%	\$0.02 per therm	
5% to 10%	\$0.10 per therm	
> 10%	\$2.50 per therm	

On any day the Company reserves the right to limit a Third Party Supplier's ADDQ imbalance to 5%. On any day in which the Company limits the ADDQ to 5%, any imbalance between 0% and 5% will be charged an amount equivalent to the Commercial Service rate. Any imbalance greater than 5% will be charged at a rate of \$2.50 per therm. If a Third Party Supplier fails to deliver gas to serve its ADDQ more than three (3) times in a twelve (12) month period, the Company may suspend that Third Party Supplier from delivering gas to the Company's system for SCTS customers only. For the purpose of this provision, failure to deliver gas is defined as delivering less than 40% of the Third Party Supplier's customers' aggregate ADDQ.

For customers receiving firm service, the Third Party Supplier must accept assignment of interstate pipeline capacity in a quantity sufficient to meet the aggregate ADDQ requirements of their customers, that quantity to be equal to or greater than the minimum amount determined by the Company.

## Monthly Cash Outs

See Balancing Receipts and Deliveries in the Rules and Regulations section of this tariff.

## THIRD PARTY SUPPLIER Rate Schedule TPS

### Treatment of Revenue

All revenue produced under this Service Classification derived from monthly imbalance cash settlement or Daily Imbalance Charges, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

## Terms of Payment

All charges due from TPS' under this Service Classification derived from monthly imbalance cash settlement, Daily Imbalance Charges and Load Balancing Charges shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any will be reflected on future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

### Standards of Conduct

In addition to the above terms and conditions, TPS' must agree to comply with any standards of conduct or other requirements set forth by the Florida Public Service Commission.

## SMALL COMMERCIAL TRANSPORTATION SERVICE Rate Schedule SCTS

#### Availability

Throughout the service area of the Company.

#### Applicability

Service under this classification is available to all non-residential customers.

The signing of a Service Agreement and possession by the customer of a fully executed contract to purchase gas from a Third Party Supplier are conditions precedent to receiving service under this Rate Schedule.

### Character of Service

All Customers except for those who qualify for service under the Load Profile Enhancement Discount are required to take firm service under this service classification. Customers who qualify under the Load Profile Enhancement provision may elect either firm or interruptible service.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Small Commercial Transportation Service without also contracting for Standby Service. In the event that a Small Commercial Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:	<del>\$17.00</del> \$25.00 per month.
Transportation Charge	<del>\$0.20259</del> \$0.26549 per therm.
Transition Charge	\$0.00000 per therm

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to Transportation Service under this schedule.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty (20) days from mailing.

# SMALL COMMERCIAL TRANSPORTATION SERVICE Rate Schedule SCTS

The ADDQ will be calculated by the Company by dividing the Customer's usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer's ADDQ at any time, due to changes in Customer's equipment or pattern usage. For new Customers, Customer's initial ADDQ will be estimated by Company, based upon the rating of Customer's gas equipment and expected utilization of the equipment. Customer's Third Party Supplier will be obligated under the terms of Rate Schedule TPS to deliver Customer's ADDQ each day for Customer's account. At the end of each billing period, Company will calculate the difference between Customer's actual usage and actual deliveries for the billing period, taking into account any adjustments from prior months, and will adjust the ADDQ for the next succeeding month by that difference divided by the total number of days in the month cash out any differences as detailed under Balancing Receipts and Deliveries in the Rules and Regulations section of this tariff. Customer will be billed a commodity charge based on actual consumption each month. If the TPS fails to deliver the ADDQ, the TPS will be assessed charges for failure to deliver.

# Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the Customer has not contracted for Standby Service, and, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its third party supplier (or overrun the volume of gas being delivered to Company for Customer's account.)

## Special Conditions

1. See Section 11 of Rules and Regulations for Transportation - Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Taxes and Other Adjustments set forth on Sheet No. 26, the Conservation Cost Recovery Adjustment, Sheet No. 26 and the Competitive Rate Adjustment Clause, Sheet Nos. 26-28.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in the tariff.

## COMMERCIAL TRANSPORTATION SERVICE Rate Schedule CTS

### **Availability**

Throughout the service area of the Company.

# Applicability

Transportation service for any customer using 120,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's LCS rate schedule if gas were purchased from the Company rather than being transported.

### **Gas Supply Obligation**

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Commercial Transportation Service without also contracting for Standby Service. In the event that a Commercial Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:

\$50.00 \$55.00 per month.

Transportation Charge:

\$0.16336 \$0.19839 per therm.

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 120,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from mailing.

COMMERCIAL TRANSPORTATION SERVICE Rate Schedule CTS

#### Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the Customer has not contracted for Standby Service:, and in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account).

(A) if, in Company's opinion. Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or

(B) in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or

(C) when necessary to maintain the operational reliability of Company's system.

(D) During periods of supply shortages.

1) In the event of a natural gas supply shortage, the transportation customer shall agree to make its natural gas supply available to the Company for Company's use during the period of natural gas supply shortage. Following the period of such natural gas supply shortage, the Company shall replace Customer's gas in kind with a like amount of gas which shall be redelivered to the customer as follows:

a) as the first gas through the customer's meter(s) immediately following the period of natural gas supply shortage until all volumes have been redelivered, or,

b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its Supplier and/or pipeline transporter.

#### Special Conditions

1. See Section 11 of Rules and Regulations for Transportation -- Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 26, the Conservation Cost Recovery Adjustment, Sheet No 26. and the Competitive Rate Adjustment Clause, Sheet Nos. 26-28.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.

4. If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section, may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, sales under this rate schedule shall be billed at rates stated herein.

# INTERRUPTIBLE TRANSPORTATION SERVICE Rate Schedule ITS

### <u>Availability</u>

Throughout the service area of the Company.

### **Applicability**

Transportation service for any customer using 250,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's IP rate schedule if gas were purchased from the Company rather than being transported.

## Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Interruptible Transportation Service without also contracting for Standby Service. In the event that an Interruptible Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

### Monthly Rate

Customer Charge:

\$175.00 per month.

Transportation Charge:

\$0.12757 \$0.16500 per therm

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

## <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

## INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its Supplier and/or pipeline transporter.

### Failure to Comply With Curtailment Notice

If Customer fails to comply with a curtailment notice, the Company may determine the Customer to be no longer qualified for service under this rate schedule. Such determination shall be made only after investigation by the Company of the reasons for non-compliance. The Customer shall be notified in writing by the company of such determination. Gas service to the Customer subsequent to the notification shall be pursuant to the energy charge of the LCS rate schedule for at least ninety (90) days or until such time as the Customer satisfactorily demonstrates its ability to handle curtailment of gas service.

### Special Conditions

1. See Section 11 of Rules and Regulations for Transportation -- Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 26.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.

4. If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section, may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, sales under this rate schedule shall be billed at rates stated herein.

# CONTRACT INTERRUPTIBLE - TRANSPORTATION SERVICE Rate Schedule CI-TS

### **Availability**

Throughout the service area of the Company.

### **Applicability**

Transportation service under this schedule is available to any customer who would otherwise qualify for service under Rate Schedule CI. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below). Company shall transport gas made available by customer from designated point of receipt to designated point of delivery. Service under this schedule is subject to interruption or curtailment at any time at the sole discretion of the Company.

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

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

## Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Contract Interruptible - Transportation Service without also contracting for Standby Service. In the event that a Contract Interruptible - Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

\$175.00 per month.

#### Monthly Rate

Customer Charge:

Transportation Charge:

\$0.12757 \$0.16500 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this Schedule.

## CONTRACT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

### Alternate Fuel Discount

The monthly transportation charge of \$0.12757 \$0.16500 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire transportation charge, meaning that the transportation charge can be reduced to. but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost Including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the transportation charge of <del>\$0.12757</del> \$0.16500 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 78. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at anytime there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

#### Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

# RATE SCHEDULE CI-TS Contract Interruptible - Transportation Service

# ACCEPTANCE

900	energy charge for g			on and after	0.10.11
Der	eaucea by \$	to \$	per therr	n, computed as follows:	
	Alternate fuel:			Alternate fuel discount:	
1.	Alternate fuel price	·	8.	Energy charge	<del>\$0.12757</del> \$0.16500
2.	•	(unit)	9.	Purchased gas adjustment	
3.	Transportation	<b>`</b> ,	10.	Other billing adjustments	
4.	Taxes			Taxable amount	
5.	Total laid-in cost			Taxes and fees %	
6.	Conversion factor		13	Total rate per therm	
7.	= equivalent cost		14.	Less equivalent cost	
				of alternate fuel (from line 7)	
				per therm	
			15.	Difference	-
			16.	Line 15 divided by (1 +	
				tax rate in line 12)	
			17.	Maximum discount	<del>\$0.12757</del> \$0.16500
			18.	Alternate fuel discount	
				per therm (lesser of line	
				16 or 17)	
			19.	Adjusted energy charge	

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS CON	1PANY OF	FLORIDA
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Ву \_\_\_\_\_

(Title)

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## INTERRUPTIBLE LARGE VOLUME TRANSPORTATION SERVICE Rate Schedule ILT

#### **Availability**

Throughout the service area of the Company.

#### **Applicability**

Transportation service for any customer using 1,250,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's IL rate schedule if gas were purchased from the Company rather than being transported.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Interruptible Large Volume Transportation Service without also contracting for Standby Service. In the event that a Interruptible Large Volume Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas-supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate:

Customer Charge:

\$400.00 per month.

Transportation Charge:

\$0.08252 \$0.12000 per therm.

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

#### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

## CONTRACT INTERRUPTIBLE - LARGE VOLUME TRANSPORTATION SERVICE Rate Schedule CI-LVT

## **Availability**

Throughout the service area of the Company.

## Applicability

Transportation service under this schedule is available to any customer who would otherwise qualify for service under rate schedule CI-LV. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below). Company shall transport gas made available by customer from designated point of receipt to designated point of delivery. Service under this schedule is subject to interruption or curtailment at any time at the sole discretion of the Company.

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

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Contract Interruptible - Large Volume Transportation Service without also contracting for Standby Service. In the event that a Contract Interruptible - Large Volume Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:

\$400.00

Transportation Charge:

**\$0.08252** \$0.12000 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this Schedule.

## CONTRACT INTERRUPTIBLE - LARGE VOLUME TRANSPORTATION SERVICE Continued)

#### Alternate Fuel Discount

The monthly transportation charge of \$0.08252 \$0.12000 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire transportation charge, meaning that the transportation charge can be reduced to, but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost Including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the transportation charge of \$0.08252 \$0.12000 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 87. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

#### Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

## RATE SCHEDULE CI-LVT Contract Interruptible - Large Volume Transportation Service

# <u>ACCEPTANCE</u>

Based upon the foregoing information, a gas energy charge for gas taken by		on and after	_VT, the non- shall
be reduced by \$ to \$	_ per thern	n, computed as follows:	
Alternate fuel:		Alternate fuel discount:	
1. Alternate fuel price	8.	Energy charge	<del>\$0:08252</del> \$0.12000
2. per (unit)	9.	Purchased gas adjustment	
3. Transportation	10.	Other billing adjustments	
4. Taxes	11.	Taxable amount	
5. Total laid-in cost	12.	Taxes and fees %	
6. Conversion factor	13	Total rate per therm	
7. = equivalent cost	14.	Less equivalent cost	
		of alternate fuel (from line 7)	
	45	per therm	<u> </u>
	15.	Difference	
	16.	Line 15 divided by (1 +	
	47	tax rate in line 12)	PO 08252 PO 12000
	17.	Maximum discount	<del>\$0.08252</del> \$0.12000
	18.	Alternate fuel discount	
		per therm (lesser of line	
		16 or 17)	<u> </u>
	19.	Adjusted energy charge	
This acceptance may be revoked or mod	lified by Cit	y Gas in its sole discretion, at a	iny time.

CITY GAS COMPANY OF FLORIDA

By \_\_\_\_\_

(Title)

\_\_\_\_\_\_ 19\_\_\_\_\_

## NATURAL GAS VEHICLE TRANSPORTATION SERVICE Rate Schedule NGVTS

#### <u>Availability</u>

Throughout the service area of the Company.

#### **Applicability**

Transportation service to any Customer for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

## Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Natural Gas Vehicle Transportation Service without also contracting for Standby Service. In the event that a Natural Gas Vehicle Transportation Service customer seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

Monthly Rate Customer Charge:	<del>\$12.00</del> \$15.00 per month
Transportation Charge:	<del>\$0.14119</del> \$0.17500 per therm

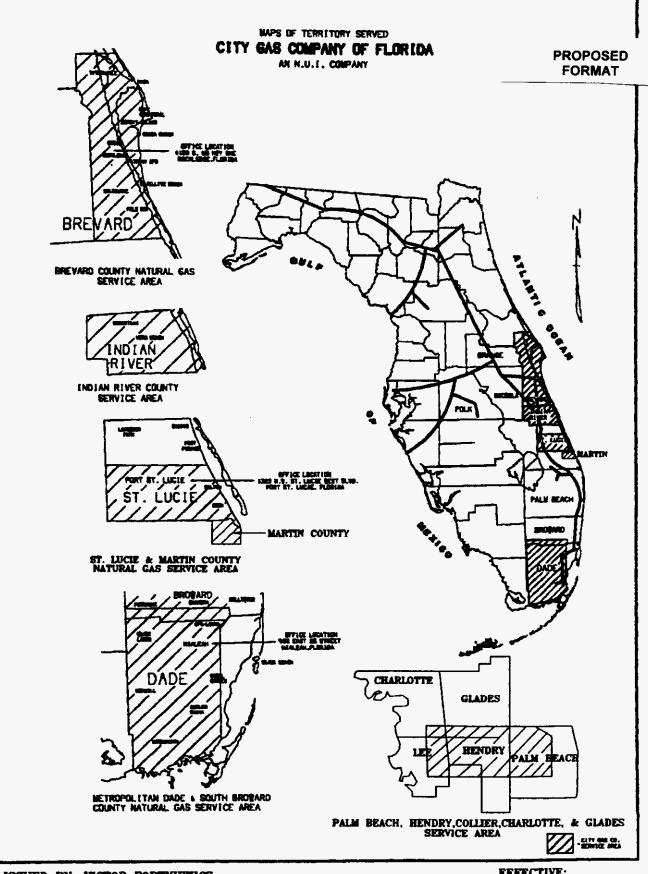
Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this rate schedule.

#### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

#### Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the customer has not contracted for Standby Service, and, in Company's opinion, customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account. Company reserves the right to require daily balancing for service under this rate schedule.



ISSUED BY: VICTOR FORTKIEWICZ VICE PRESIDENT

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EFFECTIVE:

Volume No. 5		First Revised Sheet No. 5a
	LIST OF COMMUNITIES SERVED	Unincorporated
Municipalities		Communities
Palm Beach County: Belle Glade South Bay		
Hendry County Labelle		
Lee County		Ft. Myers Shores
Glades County		
Charlotte County		
Collier County		
Martin County		

\*Franchise held by City Gas Company

## 6. <u>Connect Charge</u>

A charge of \$30.00 for residential service or \$60.00 for nonresidential service will be made on the customer's next bill when gas service is initiated, connected or turned-on.

## 7. <u>Reconnection Charge</u>

A charge of \$30.00 for residential service or \$60.00 for nonresidential service will be made on the customer's next bill when gas service is reconnected after disconnection for nonpayment of bills.

## 8. 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%, 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 at a rate no greater than allowed, and in a manner permitted by applicable law.

#### 9. <u>Other Charges</u>

The following charges relating to customer accounts will apply:

Change of account	\$20.00
Bill collection in lieu of disconnection	\$15.00
Returned check charge, whichever is greater	\$25.00 or 5%
Copy of tariff	\$25.00

## 10. <u>Temporary Discontinuance of Supply</u>

The Company may temporarily shut off the supply of gas to the customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency.

## 11. Extension of Facilities

A. <u>Free Extensions of Mains and</u> Services: The maximum capital investment to be made by the Company for main and service facilities without cost to the customer shall be defined as the maximum allowable construction cost (MACC). The MACC shall equal six times the annual gas revenues estimated to be derived from the facilities, excluding the cost of gas. In estimating annual revenues, seasonal facilities such as swimming pool heaters and spa heaters shall not be included.

B. <u>Extensions of Mains and Services Above Free Limit</u>: When the cost of the extension required to provide service is greater than the free limit specified above, the Company may require a non-interest bearing advance in aid of construction (ATC) equal to the cost in excess of such free limit provided that:

#### 12. <u>Transportation - Special Conditions</u>

a. A Transportation Service Agreement accepted by the Company is a condition precedent for service under each applicable rate schedule.

b. Each prospective customer must submit a written application, in a form acceptable to the Company, prior to the initiation of any transportation service. Upon receipt of a completed application, and if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a Transportation Service Agreement.

c. Each Customer must designate in the Transportation Service Agreement the Maximum Daily Contract Quantity (MDCQ) the Customer's Third Party Supplier (TPS) will nominate for delivery during the term of the agreement.

d. With respect to gas received by Company for transportation to Customer, Company bears no responsibility for any costs incurred up to the designated point of receipt on Company's system.

e. Service under each rate schedule is subject to annual volume review by the Company or anytime at the customer's request. If reclassification to another schedule is appropriate such classification will be prospective.

f. Company shall be entitled to retain at no cost to Company a percentage of the quantity of gas delivered by or for the account of Customer at each Receipt Point for transportation to Customer, as gas which shall be deemed to be an allowance for transportation shrinkage in the performance of service under each applicable rate schedule. Such percentage shall not be higher than 1.5% without prior approval of the Florida Public Service Commission. The Company shall have the right to adjust the percentage from time to time to reflect the actual operating experience of the Company and/or any change in the methodology used by Company to calculate the amount of gas deemed as transportation shrinkage. Upon request, Company shall furnish to Customer information to support any such adjustment to such percentage.

g. Nomination and Scheduling of Receipts and Deliveries

Quantities nominated shall be reflected in either MMBTU or therms.

Nominations for quantities of gas to be tendered to the Company for transportation must be made by the TPS responsible for tendering such quantities on behalf of the Customer.

The Company will only accept nominations from the Customer's TPS if the Customer has notified the Company in writing of the identity of the TPS.

Unless otherwise agreed to by Company, Customer's TPS, shall nominate in writing to the Company's Gas Transportation Department by 10:00 a.m. eastern time at least seven (7) working days in advance of commencement of service and/or at least three (3) working days prior to any change in the existing nomination, the following information:

i. The Company and the pipeline transportation contract numbers under which service is being nominated.

ii. The daily quantity of gas to be tendered at each receipt point.

iii. The identity of the TPS responsible for nominating daily quantities of gas to be tendered for delivery to Customer.

iv. The estimated term of the nomination.

v. The name, address, and telephone number of a contact person specified by Customer that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.

vi. A signed and notarized affidavit stating that the TPS chosen by the Customer is familiar with the terms and conditions for transportation service concerning balancing of receipts and deliveries and applicable imbalance penalties and fees set forth in Company's Natural Gas Tariff, as approved by the Florida Public Service Commission, and will comply with such terms and conditions.

vii. Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

viii. The name and contract number of the shipper delivering the gas to the Company's receipt point. This information must be provided by the Customer's TPS prior to the flow of gas.

If Customer's TPS fails to comply with provisions i through viii above, Company shall not schedule the commencement of service or change a prior nomination.

Deliveries shall be made, to the extent possible, at the scheduled delivery points, and shall approximate, as nearly as possible, deliveries to Company for Customer's account, less any quantities retained by Company for unaccounted gas.

Deliveries of gas to Company for transportation hereunder shall be made at existing points on Company's distribution system, and deliveries of gas from Company for the account of Customer shall be made at points on Company's distribution system, as specified in the executed Transportation Service Agreement.

Any written nominations received after the above stated deadlines may result in a delay in receipts and deliveries.

In the event capacity remains available, Company may in its sole discretion accept nominations or schedule service after the time deadline set forth above.

Company shall not carry forward nominations from month to month. Each month Customer's TPS shall furnish a separate written monthly nomination for each transportation contract.

Nominations shall not become effective until Company has confirmed the nominated receipts and deliveries with the upstream and downstream parties. If such confirmation cannot be obtained, transportation service will be delayed until such confirmation is obtained.

Upon request by Company, Customer's TPS shall from time to time submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

## h. <u>Penalties</u>

Subject to the receipt of any necessary regulatory authorization, Company shall not be required to continue to perform service for Customer if Customer fails to pay the penalties imposed pursuant to the provisions set forth below.

Customer's TPS shall deliver, or cause to be delivered, to Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been nominated for transportation. If the sum during the billing month of the actual daily quantities of natural gas received by Company ('Actual Receipts") varies from the sum of quantities nominated during such billing month for transportation at the points of receipt ("Nominated Receipts") by more than ten percent (10%) of the Nominated Receipts, then the Company may impose a penalty equal to the maximum transportation charge under each applicable rate schedule times the variance in excess of ten percent (10%) of the Nominated Receipts. This penalty shall be billed to the TPS responsible for nominating and tendering receipt quantities as set forth in paragraph (g) of this section. The Company reserves the right to discontinue receipts from until the penalty is paid in full.

## i. Balancing Receipts and Deliveries

All balancing charges shall be in addition to the rates otherwise charged to Customers under their Service Classifications. The commodity charge in the Monthly Rate section is based upon actual consumption not Third Party Supplier deliveries.

Third Party Suppliers (TPS) will be billed for all their Customers' Contract Balancing charges based on the difference of their total deliveries and city gate consumption which is the total of the customer group's billed consumption, made up of actual meter reads and/or estimated volumes. The Company reserves the right to gross up city gate deliveries for fuel loss at a rate not to exceed 1.5% grossed up for fuel. Amounts due from the TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments, if any, will be reflected in future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

In the event of such a default, a TPS' customers shall be individually responsible for their prorata share as follows: The Company will determine individual customer charges as if the TPS gas received, if any, was allocated in the following priority, first to SCTS Customers, second to Firm Transportation Customers and lastly to Interruptible Transportation Customers. Each Customer in a service classification will receive a prorata charge based on their percentage of gas consumed measured on the meter reading date following the incurrence of imbalance charges to the total of their service classification for the period that charges apply.

It is the intention of the Company that actual daily receipts of natural gas by the Company for transportation less retainage for transportation shrinkage, shall be equal to the actual daily deliveries by Company to Customer. Company and Customer agree that imbalances between such receipts, less retainage for transportation shrinkage, and deliveries shall be adjusted or corrected as soon as operating conditions permit. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

If during any billing month the sum of the actual daily receipts ("Actual Monthly Receipts") of natural gas under Customer's Transportation Service Agreement, less retainage for transportation shrinkage, varies from the sum of the actual daily deliveries, ("Actual Monthly Deliveries"), of natural gas under such Transportation Service Agreement, then Company shall resolve the imbalance as follows:

i. For imbalances which result in undertenders, (i.e., Actual Monthly Deliveries to Customer exceed Actual Monthly Receipts from interstate pipeline), if the Customer has contracted to take Standby Service, then the amount of the undertender shall be priced at the otherwise applicable sales rate. If the Customer has not contracted to take Standby Service, then the excess of deliveries minus receipts shall be deemed as purchases of natural gas by the Customer from the Company, and shall be billed by the Company to the Customer at the greater of the Large Commercial Service sales rate or the Posted Price for the month. The selected price shall be multiplied by the applicable factor as follows:

## j. Standby Sales Service

To the extent that customers elect to utilize transportation service available under each applicable rate schedule in lieu of service provided from system gas supply, the Company has no duty to provide retail sales service to a transportation customer who declines to elect Standby Sales Service. Customer shall provide Company not less than 24 hours' notice of its intent to utilize standby sales service; Company will provide such service on less notice if possible.

Any Customer requesting Standby Sales Service shall notify the Company in writing of the level of requested service. Standby Sales Service is available up to the Customer's maximum daily contract quantify of transportation service, but may not exceed that level.

The charge for Standby Sales Service shall consist of a Monthly Standby Charge and a per therm charge for Standby Sales Service quantities taken by the Customer. The Monthly Standby Charge shall be \$.785 per therm of maximum daily standby service requested by the Customer. The per therm charge shall be the weighted average commodity cost of gas, as determined each month. Plus all billing adjustments applicable taxes and \$0.03 per therm administration fee.

The Company shall credit the monthly standby charge and the weighted average commodity cost of gas to the purchase gas adjustment clause. For all sales made pursuant to this provision the Company shall retain the administration fee.

Standby Sales Service is offered only as a fill in for those instances when the Customer's supplier is unable to deliver nominated quantities Standby Service does not preclude nor protect interruptible customers from other curtailments or interruptions provided for in the Company's tariff. Standby Sales Service is a commodity service available to transportation customers, all applicable transportation charges apply (i.e. monthly service charge and transportation charge).

The Company may adjust the standby service charge annually, when the Company makes its annual PGA filing.

## RATE SCHEDULE RS Residential Service

#### **Availability**

Throughout the service area of the Company.

#### **Applicability**

Applies to all gas delivered for domestic purposes, to any customer for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations as residential service.

#### Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

#### Monthly Rate

Customer Charge: \$7.50

Energy Charge: \$0.54709 per therm

#### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

#### Terms of Payment

Bills are net and due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing.

#### Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

## Special Terms and Conditions of Service

Application of this rate is subject to the Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities. Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

## RATE SCHEDULE GL Gas Lighting Service

Availability See "Limitations of Service" below.

#### Applicability

Firm Natural gas service for continuous street or outdoor lighting devices installed upstream of the customer's meter.

#### **Limitations of Service**

This rate schedule is closed and is restricted to customers who were served prior to March 17, 1975.

## Monthly Rate

Energy charge:

\$9.85 per lamp \$0.54709 per therm X 18 therms)

#### Adjustments

See Billing Adjustments, Sheet Nos. 25-28.

For the purpose of applying billing adjustments based on therms for unmetered gas consumption under this rate schedule, a basis of eighteen therms per lamp per month will be used.

#### RATE SCHEDULE CS Commercial and Industrial Firm Service

## **Availability**

Throughout the service area of the Company.

## **Applicability**

Service under this schedule is available to commercial and industrial customers, schools and public institutions.

# Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

## Monthly Rate

Customer Charge: \$20.00

Energy Charge: \$0.26549 per therm

## <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

# Terms of Payment

Bills are net and become delinquent if unpaid after expiration of twenty days from mailing.

## <u>Adjustments</u>

See Billing Adjustments, Sheet Nos. 25-28.

## Special Terms and Conditions of Service

Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

#### RATE SCHEDULE LCS Large Commercial Service

<u>Availability</u> Throughout the service area of Company

## Applicability

Service under this schedule is available to commercial and industrial consumers, using more than 120,000 therms per year at one billing location.

# Character of Service

Natural gas, or its equivalent, with heating value on the order of 1,100 British Thermal Units per cubic foot.

## Monthly Rate

Customer Charge: \$50.00

Energy Charge: \$0.19839 per therm

## Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 120,000 therms.

## Terms of Payment

Bills are net and become delinquent if unpaid after expiration of twenty days from date of mailing.

## **Adjustments**

See Billing Adjustments, Sheet Nos. 25-28.

## Special Terms and Conditions of Service

Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Under no conditions will service be rendered under any agreement whereby the customer or his tenants resell the gas either within or without his premises, nor under conditions by which gas is transmitted outside the premises under contract.

City Gas Company of Florida FPSC Natural Gas Tariff Volume No. 5

# RATE SCHEDULE IP Interruptible - Preferred Gas Service

# Availability

Throughout the service area of the Company.

# **Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below).

# Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

## Monthly Rate

Customer Charge: \$100.00

Energy Charge: \$0.16500 per therm

## Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

# RATE SCHEDULE IP Interruptible - Preferred Gas Service

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

## Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

## <u>Adjustments</u>

See Billing Adjustments, Sheet Nos. 25-28.

## Failure to Comply With Curtailment Notice

If Customer fails to comply with a curtailment notice, the Company may determine the Customer to be no longer qualified for service under this rate schedule. Such determination shall be made only after investigation by the Company of the reasons for non-compliance. The Customer shall be notified in writing by the company of such determination. Gas service to the Customer subsequent to the notification shall be pursuant to the energy charge of the LCS rate schedule for at least ninety (90) days or until such time as the Customer satifactorily demonstrates its ability to handle curtailment of gas service.

## Overrun Penalty

If customer fails to comply with a curtailment notice calling for complete or partial curtailment of gas deliveries hereunder and by reason thereof Company is charged by its supplier with overrun penalties, customer shall be billed for the amount of such penalties due to its failure to comply with such curtailment notices.

The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas nor shall such payment be considered to exclude or limit any other remedies (including turning off the gas valve at the customer's premises) available to Company or another customer against the offending customer for failure to comply with its obligation to stay within the provisions of all curtailment orders.

## Term of Service

Two (2) years and thereafter until terminated by ninety (90) days written notice by either party.

## RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

<u>Availability</u> Throughout the service area of the Company.

# **Applicability**

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

## Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

\$100.00

## Monthly Rate

Customer Charge:

Energy Charge:

\$0.16500 per therm less "Alternate Fuel Discount" if applicable (see following explanation) RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

## Alternate Fuel Discount

The monthly energy charge of \$0.16500 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire energy charge, meaning that the energy charge can be reduced to, but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the non-gas energy charge of \$0.16500 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 43. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

## RATE SCHEDULE CI Contract Interruptible - Preferred Gas Service

#### ACCEPTANCE

Based upon the	foregoing information	, and in accordance with Rate	Schedule CI, the	e non-gas
energy charge f		on and after		shall be
reduced by \$	to \$	per therm, computed as follow	S:	

#### Alternate fuel:

#### Alternate fuel discount:

- 1. Alternate fuel price 2. (unit) per
- Transportation 3.
- 4. Taxes
- Total laid-in cost 5.
- Conversion factor 6.
- 7. = equivalent cost

8.	Energy charge	\$0.16500
9.	Purchased gas adjustment	<u> </u>
10.	Other billing adjustments	
11.	Taxable amount	<u></u>
12.	Taxes and fees %	<u> </u>
13	Total rate per therm	
14.	Less equivalent cost	
	of alternate fuel (from line 7)	
	per therm	<u> </u>
15.	Difference	
16.	Line 15 divided by (1 +	
	tax rate in line 12)	
17.	Maximum discount	\$0.16500
18.	Alternate fuel discount	
	per therm (lesser of line	
	16 or 17)	
19.	Adjusted energy charge	

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

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## RATE SCHEDULE IL Interruptible Large Volume Gas Service

## Availability

Throughout the service area of the Company.

## Applicability

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below).

#### Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except than when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

#### Monthly Rate

Customer charge:

\$250.00

\$0.12000 per therm

Energy charge:

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

# RATE SCHEDULE CI-LV Contract Interruptible - Large Volume Gas Service

## Availability

Throughout the service area of the Company.

## Applicability

Service under this schedule is available to any customer who shall by a contract in writing agree to use the gas purchased hereunder for industrial or commercial purposes. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below).

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

#### Character of Service

Natural gas, or its equivalent, with an average heating value on the order of 1,100 British Thermal Units per cubic foot.

Deliveries under this schedule shall be subject to curtailment or complete interruption whenever, in the sole discretion of the Company, such curtailment or complete interruption of service is necessary for any reason. Curtailment and interruption notices shall be given at least two (2) hours in advance of their effective hour, except that when due to force majeure the notice given shall be such advance notice as may be practicable under the circumstances. Such notices specifying curtailment and restoration of service may be verbal or written.

## Monthly Rate

Customer charge:

\$250.00

Energy charge:

\$0.12000 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

# RATE SCHEDULE CI-LV Contract Interruptible - Large Volume Gas Service

## ACCEPTANCE

das e	energy charge for gas	taken by		ordance with Rate Schedule Cl on and after n, computed as follows:	-LV, the non- shall
	Alternate fuel:			Alternate fuel discount:	
1. 2.	Alternate fuel price	 	8. 9.	Energy charge	\$0.12000
3.	Transportation	····,	10.	Other billing adjustments	
4.	Taxes		11.	Taxable amount	
5.	Total laid-in cost		12.	Taxes and fees %	<u></u>
6.	Conversion factor		13	Total rate per therm	<u> </u>
7.	= equivalent cost		14.	Less equivalent cost of alternate fuel (from line 7) per therm	
			15.	Difference	
			16.	Line 15 divided by (1 + tax rate in line 12)	
			17.	Maximum discount	\$0.12000
			18.	Alternate fuel discount per therm (lesser of line 16 or 17)	
			19.	Adjusted energy charge	
Thic	accentance may be r	avoked or modi	fied by Cit	ty Gas in its sole discretion, at a	anv time

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

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## NATURAL GAS VEHICLE SALES SERVICE Rate Schedule NGVSS

#### **Availability**

Throughout the service area of the Company.

#### Applicability

Gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

#### Monthly Rate

Customer Charge:

Energy Charge:

# \$15.00 per month

\$0.17500 per therm

The minimum monthly bill shall be the customer charge.

## **Special Conditions:**

1. The Purchased Gas Cost Recovery Factor (Sheet No. 25) and Taxes and Other Adjustments (Sheet No. 26) shall apply. The Energy Conservation Cost Recovery Adjustment and the Competitive Rate Adjustment Clause (Sheet Nos. 26-28) are not applicable.

2. A contract for an initial term of at least one year shall be required as a condition precedent to service under this rate schedule. If an extension of facilities is required, the initial contract term shall be the term required under-the agreement for the facilities extension.

3. If the Company agrees to provide the necessary natural gas compression facilities, a separate agreement shall be entered into, and the initial contract term shall be the term required under such agreement. Further, the above rates shall be adjusted to provide for the recovery by the Company of the costs incurred in providing such natural gas compression facilities. At such time as the Company has recovered its costs of providing natural gas compression facilities, sales under this rate schedule shall be billed at the above stated rates.

4. Service under this rate schedule shall be subject to the general Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.

## THIRD PARTY SUPPLIER Rate Schedule TPS

## Deliveries of Average Daily Delivery Quantities Under Service Classification - Small Commercial Transportation Service

To the extent that Third Party Supplier wishes to provide service to SCTS Customers, Third Party Suppliers must agree to make deliveries of its SCTS Customers Average Daily Delivery Quantity ("ADDQ") as adjusted from time to time in accordance with the applicable provisions of the SCTS Rate Schedule. Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile no later than two (2) business days after the receipt of the ADDQ notice from the Company. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time two business days later. Company and Third Party Supplier will reconcile any differences no later then 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

The Company shall assess the Third Party Supplier the following charges on any day in which the Third Party Supplier delivers an amount other than the ADDQ:

Imbalance	Charge
0% to 5%	\$0.02 per therm
5% to 10%	\$0.10 per therm
> 10%	\$2.50 per therm

On any day the Company reserves the right to limit a Third Party Supplier's ADDQ imbalance to 5%. On any day in which the Company limits the ADDQ to 5%, any imbalance between 0% and 5% will be charged an amount equivalent to the Commercial Service rate. Any imbalance greater than 5% will be charged at a rate of \$2.50 per therm. If a Third Party Supplier fails to deliver gas to serve its ADDQ more than three (3) times in a twelve (12) month period, the Company may suspend that Third Party Supplier from delivering gas to the Company's system for SCTS customers only. For the purpose of this provision, failure to deliver gas is defined as delivering less than 40% of the Third Party Supplier's customers' aggregate ADDQ.

# Monthly Cash Outs

See Balancing Receipts and Deliveries in the Rules and Regulations section of this tariff.

#### THIRD PARTY SUPPLIER Rate Schedule TPS

#### Treatment of Revenue

All revenue produced under this Service Classification derived from monthly imbalance cash settlement or Daily Imbalance Charges, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

## Terms of Payment

All charges due from TPS' under this Service Classification derived from monthly imbalance cash settlement, Daily Imbalance Charges and Load Balancing Charges shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any will be reflected on future billings. In the event the TPS fails to pay these charges when due, the TPS will be considered in default of its creditworthiness under the TPS service classification and no longer eligible to sell or deliver gas on the Company's system.

#### Standards of Conduct

In addition to the above terms and conditions, TPS' must agree to comply with any standards of conduct or other requirements set forth by the Florida Public Service Commission.

# SMALL COMMERCIAL TRANSPORTATION SERVICE Rate Schedule SCTS

#### **Availability**

Throughout the service area of the Company.

#### Applicability

Service under this classification is available to all non-residential customers.

The signing of a Service Agreement and possession by the customer of a fully executed contract to purchase gas from a Third Party Supplier are conditions precedent to receiving service under this Rate Schedule.

#### Character of Service

All Customers except for those who qualify for service under the Load Profile Enhancement Discount are required to take firm service under this service classification. Customers who qualify under the Load Profile Enhancement provision may elect either firm or interruptible service.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Small Commercial Transportation Service without also contracting for Standby Service. In the event that a Small Commercial Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:	\$25.00 per month.
Transportation Charge	per therm.
Transition Charge	\$0.00000 per therm

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to Transportation Service under this schedule.

#### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty (20) days from mailing.

# SMALL COMMERCIAL TRANSPORTATION SERVICE Rate Schedule SCTS

The ADDQ will be calculated by the Company by dividing the Customer's usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer's ADDQ at any time, due to changes in Customer's equipment or pattern usage. For new Customers, Customer's initial ADDQ will be estimated by Company, based upon the rating of Customer's gas equipment and expected utilization of the equipment. Customer's Third Party Supplier will be obligated under the terms of Rate Schedule TPS to deliver Customer's ADDQ each day for Customer's account. At the end of each billing period, Company will calculate the difference between Customer's actual usage and actual deliveries for the billing period, and will cash out any differences as detailed under Balancing Receipts and Deliveries in the Rules and Regulations section of this tariff. Customer will be billed a commodity charge based on actual consumption each month. If the TPS fails to deliver the ADDQ, the TPS will be assessed charges for failure to deliver.

# Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the Customer has not contracted for Standby Service, and, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its third party supplier (or overrun the volume of gas being delivered to Company for Customer's account.)

# **Special Conditions**

1. See Section 11 of Rules and Regulations for Transportation - Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Taxes and Other Adjustments set forth on Sheet No. 26, the Conservation Cost Recovery Adjustment, Sheet No. 26 and the Competitive Rate Adjustment Clause, Sheet Nos. 26-28.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in the tariff.

City Gas Company of Florida FPSC Natural Gas Tariff Volume No. 5

# COMMERCIAL TRANSPORTATION SERVICE Rate Schedule CTS

#### Availability

Throughout the service area of the Company.

#### <u>Applicability</u>

Transportation service for any customer using 120,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's LCS rate schedule if gas were purchased from the Company rather than being transported.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Commercial Transportation Service without also contracting for Standby Service. In the event that a Commercial Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:

\$55.00 per month.

Transportation Charge:

\$0.19839 per therm.

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

## <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 120,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from mailing.

## COMMERCIAL TRANSPORTATION SERVICE Rate Schedule CTS

#### Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the Customer has not contracted for Standby Service

(A) if, in Company's opinion. Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
(B) in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or

(C) when necessary to maintain the operational reliability of Company's system.

(D) During periods of supply shortages.

1) In the event of a natural gas supply shortage, the transportation customer shall agree to make its natural gas supply available to the Company for Company's use during the period of natural gas supply shortage. Following the period of such natural gas supply shortage, the Company shall replace Customer's gas in kind with a like amount of gas which shall be redelivered to the customer as follows:

a) as the first gas through the customer's meter(s) immediately following the period of natural gas supply shortage until all volumes have been redelivered, or,

b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its Supplier and/or pipeline transporter.

## Special Conditions

1. See Section 11 of Rules and Regulations for Transportation -- Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 26, the Conservation Cost Recovery Adjustment, Sheet No 26, and the Competitive Rate Adjustment Clause, Sheet Nos. 26-28.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.

4. If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section, may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, sales under this rate schedule shall be billed at rates stated herein.

# INTERRUPTIBLE TRANSPORTATION SERVICE Rate Schedule ITS

#### Availability

Throughout the service area of the Company.

#### Applicability

Transportation service for any customer using 250,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's IP rate schedule if gas were purchased from the Company rather than being transported.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Interruptible Transportation Service without also contracting for Standby Service. In the event that an Interruptible Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:

Transportation Charge:

\$0.16500 per therm

\$175.00 per month.

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

# INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

b) at Customer's election, as a portion of the total volumes delivered to the Customer over a redelivery period beginning in the next billing month immediately following the natural gas supply shortage period, and continuing in each successive billing month until all volumes have been redelivered by the Company to the Customer. Such redelivery period shall not exceed three months unless requested by the Customer and agreed to by the Company.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in 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 at the greater of \$1.50 per therm or the rate per therm imposed on Company by its Supplier and/or pipeline transporter.

#### Failure to Comply With Curtailment Notice

If Customer fails to comply with a curtailment notice, the Company may determine the Customer to be no longer qualified for service under this rate schedule. Such determination shall be made only after investigation by the Company of the reasons for non-compliance. The Customer shall be notified in writing by the company of such determination. Gas service to the Customer subsequent to the notification shall be pursuant to the energy charge of the LCS rate schedule for at least ninety (90) days or until such time as the Customer satisfactorily demonstrates its ability to handle curtailment of gas service.

## **Special Conditions**

1. See Section 11 of Rules and Regulations for Transportation -- Special Conditions.

2. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Other Adjustments set forth on Sheet No. 26.

3. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.

4. If the Company agrees to provide the necessary natural gas conversion equipment, an agreement as to terms and conditions governing recovery of such conversion costs from the customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section, may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural gas conversion equipment. At such time as the Company has recovered its costs of providing the natural gas conversion equipment, sales under this rate schedule shall be billed at rates stated herein.

City Gas Company of Florida FPSC Natural Gas Tariff Volume No. 5

# CONTRACT INTERRUPTIBLE - TRANSPORTATION SERVICE Rate Schedule CI-TS

#### **Availability**

Throughout the service area of the Company.

#### **Applicability**

Transportation service under this schedule is available to any customer who would otherwise qualify for service under Rate Schedule CI. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 1,000 therms per business day, or 250,000 therms per year. (See Minimum Bill below). Company shall transport gas made available by customer from designated point of receipt to designated point of delivery. Service under this schedule is subject to interruption or curtailment at any time at the sole discretion of the Company.

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

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Contract Interruptible - Transportation Service without also contracting for Standby Service. In the event that a Contract Interruptible - Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:	\$175.00 per month.
Transportation Charge:	\$0.16500 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this Schedule.

# CONTRACT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

## Alternate Fuel Discount

The monthly transportation charge of \$0.16500 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire transportation charge, meaning that the transportation charge can be reduced to. but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost Including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the transportation charge of \$0.16500 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 78. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at anytime there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 250,000 therms.

## Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

## Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

# RATE SCHEDULE CI-TS Contract Interruptible - Transportation Service

# ACCEPTANCE

duced by \$	to \$		_ per thern		
Alternate fuel:				Alternate fuel discount:	
•		. <u> </u>	8. Q	Energy charge	\$0.16500
•	(unit)				<u></u>
		<del></del>			······································
			12.		
			13	Total rate per therm	
= equivalent cost			14.	Less equivalent cost of alternate fuel (from line 7) per therm	
			15.	Difference	
			16.	Line 15 divided by (1 + tax rate in line 12)	
			17.	Maximum discount	\$0.16500
			18.	Alternate fuel discount per therm (lesser of line	
			19.	Adjusted energy charge	<u> </u>
	Alternate fuel: Alternate fuel price per Transportation Taxes Total laid-in cost Conversion factor	Alternate fuel: Alternate fuel price per (unit) Transportation Taxes Total laid-in cost Conversion factor	Alternate fuel: Alternate fuel price per (unit) Transportation Taxes Total laid-in cost Conversion factor	aduced by \$ to \$ per them         Alternate fuel:         Alternate fuel price       8.         per       (unit)       9.         Transportation       10.         Taxes       11.         Total laid-in cost       12.         Conversion factor       13         = equivalent cost       14.         15.       16.         17.	Alternate fuel price       8.       Energy charge         per       (unit)       9.       Purchased gas adjustment         Transportation       10.       Other billing adjustments         Taxes       11.       Taxable amount         Total laid-in cost       12.       Taxes and fees %         Conversion factor       13.       Total rate per therm         = equivalent cost       14.       Less equivalent cost         of alternate fuel (from line 7)       per therm         15.       Difference         16.       Line 15 divided by (1 + tax rate in line 12)         17.       Maximum discount         18.       Alternate fuel discount

CITY GAS COMPANY OF FLORIDA

Ву \_\_\_\_\_

(Title)

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# INTERRUPTIBLE LARGE VOLUME TRANSPORTATION SERVICE Rate Schedule ILT

# Availability

Throughout the service area of the Company.

# Applicability

Transportation service for any customer using 1,250,000 therms or more per year at one billing location, and who would otherwise qualify for the Company's IL rate schedule if gas were purchased from the Company rather than being transported.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Interruptible Large Volume Transportation Service without also contracting for Standby Service. In the event that a Interruptible Large Volume Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas-supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate:

Customer Charge:

Transportation Charge:

\$0.12000 per therm.

\$400.00 per month.

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this schedule.

#### <u>Minimum Bill</u>

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

# CONTRACT INTERRUPTIBLE - LARGE VOLUME TRANSPORTATION SERVICE Rate Schedule CI-LVT

## <u>Availability</u>

Throughout the service area of the Company.

#### Applicability

Transportation service under this schedule is available to any customer who would otherwise qualify for service under rate schedule CI-LV. The minimum daily contract quantity shall be negotiated on an individual contract basis, with a minimum of at least 5,000 therms per business day, or 1,250,000 therms per year. (See Minimum Bill below). Company shall transport gas made available by customer from designated point of receipt to designated point of delivery. Service under this schedule is subject to interruption or curtailment at any time at the sole discretion of the Company.

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

To qualify for this rate, customer must have standby fuel facilities. In all cases where continuous operation of the customer's facilities is necessary, customer shall continuously provide and maintain in operating condition during the contract period stand-by facilities.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Contract Interruptible - Large Volume Transportation Service without also contracting for Standby Service. In the event that a Contract Interruptible - Large Volume Transportation Service Customer that does not contract for Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

## Monthly Rate

Customer Charge:

\$400.00

Transportation Charge:

\$0.12000 per therm less "Alternate Fuel Discount" if applicable (see following explanation)

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this Schedule.

## CONTRACT INTERRUPTIBLE - LARGE VOLUME TRANSPORTATION SERVICE Continued)

#### Alternate Fuel Discount

The monthly transportation charge of \$0.12000 per therm may be reduced by an "Alternate Fuel Discount" if a Customer using service under this rate schedule can purchase alternative fuel at a lower equivalent cost. The discount can be as much as the entire transportation charge, meaning that the transportation charge can be reduced to, but not less than, zero.

The equivalent cost of the alternate fuel means the Customer's cost Including transportation and taxes, converted to the nearest \$0.00001 per therm. The Alternate Fuel Discount per therm will be the amount by which the total natural gas rate and taxes payable under this tariff exceeds the equivalent cost of alternate fuel, limited to the transportation charge of \$0.12000 per therm.

Determination of the Alternate Fuel Discount shall be based on information set forth in Company's Form No. AFD-1A, as shown on Tariff Sheet No. 87. Once a Customer has submitted such form and the same has been accepted by the Company, the Customer must resubmit such form, with then current information, on the first day of each quarter thereafter; and at any time there is any change in any information contained in a form previously submitted.

There will be no Alternate Fuel Discount to any Customer who fails to submit Form No. AFD-1A each quarter to Company, or who fails to submit such form properly completed as required hereunder, or whose completed form is not accepted by Company.

There will be no Alternate Fuel Discount on sales pursuant to the Load Profile Enhancement Discount, Rider ED.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

The minimum annual bill shall be the amount produced by applying the applicable rates and adjustments hereunder to 1,250,000 therms.

#### Terms of Payment

Bills are net and due upon receipt by the customer and become delinquent if unpaid after expiration of twenty days from mailing.

## Load Profile Enhancement Discount

Incremental gas sales service pursuant to this rate schedule will be eligible for the Load Profile Enhancement Discount as provided in Rider ED, on Sheet Nos. 29 and 30.

# RATE SCHEDULE CI-LVT Contract Interruptible - Large Volume Transportation Service

# ACCEPTANCE

as energy charge for gas taken by be reduced by \$ to \$			5	_ per therm, computed as follows:		
	Alternate fuel:				Alternate fuel discount:	
1. 2. 3. 4. 5. 5.	Alternate fuel price per Transportation Taxes Total laid-in cost Conversion factor = equivalent cost	e (unit)		8. 9. 10. 11. 12. 13 14. 15. 16. 17. 18.	Energy charge Purchased gas adjustment Other billing adjustments Taxable amount Taxes and fees % Total rate per therm Less equivalent cost of alternate fuel (from line 7) per therm Difference Line 15 divided by (1 + tax rate in line 12) Maximum discount Alternate fuel discount per therm (lesser of line 16 or 17)	\$0.12000
				19.	Adjusted energy charge	

This acceptance may be revoked or modified by City Gas in its sole discretion, at any time.

CITY GAS COMPANY OF FLORIDA

Ву \_\_\_\_\_

(Title)

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## NATURAL GAS VEHICLE TRANSPORTATION SERVICE Rate Schedule NGVTS

#### **Availability**

Throughout the service area of the Company.

#### Applicability

Transportation service to any Customer for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

#### Gas Supply Obligation

The Company shall have no obligation to provide natural gas supplies to Customers that contract for Natural Gas Vehicle Transportation Service without also contracting for Standby Service. In the event that a Natural Gas Vehicle Transportation Service customer seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion.

#### Monthly Rate

Customer Charge:

Transportation Charge:

\$0.17500 per therm

\$15.00 per month

Company's cost of gas factor set forth in Sheet No. 25 shall not apply to transportation service rendered under this rate schedule.

#### Minimum Bill

The minimum monthly bill shall be the customer charge.

## Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer pursuant to this rate schedule if the customer has not contracted for Standby Service, and, in Company's opinion, customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account. Company reserves the right to require daily balancing for service under this rate schedule.