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June 19, 2002

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Robert M. C. Rose Wayne L. Schiefelbein Of Counsel

Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 020277-GU Chesapeake Utilities Corporation, Florida Division

Dear Sir or Madam:

Pursuant to consultation with Commission Staff, enclosed herewith on behalf of the Florida Division of Chesapeake Utilities Corporation for filing in the above docket are an original and 15 copies of the following tariff sheets, submitted in legislative and proposed final format:

Fourth Revised Sheet No. 76	would exclude non-residential customers in Transitional Transportation Service pool from Transportation Cost Recovery Clause
First Revised Sheets Nos. 106 and 107	would eliminate usage threshold requirement for Aggregation Pools (substitute pages)

Please acknowledge receipt of the foregoing by stamping the enclosed duplicate copy of this transmittal letter and returning same to our courier.

Thank you for your attention.

Sincerely,

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Wayne L. Schiefelbein Of Counsel

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#### (3) TRANSPORTATION COST RECOVERY CLAUSE (TCR):

Applicable:

To the Monthly Rate provision in each of the Company's General Sales Service and Transportation Service Rate Schedules. Customers receiving service under a Special Contract, the Contract Sales Service, the Contract Transportation Service, the Off-System Sales Service, and the Flexible Gas Service tariff rate schedules are specifically excluded from the application of the Transportation Cost Recovery Clause.

The Transportation Cost Recovery Clause specifically provides for the recovery of non-recurring expenses incurred, or expected to be incurred, for implementing Rule 25-7.0335. Recovery factors are charged only to non-residential customers who receive either transportation or sales service from the Company, <u>excluding those non-residential customers who are in the Transitional Transportation Service pool</u>.

The Transportation Cost Recovery factors (rounded to the nearest \$.00001 per therm) shall include an amount to recover the appropriate regulatory fees (based on a multiplication factor of 1.00503)

The Transportation Cost Recovery factors, applied to the Energy Charge for General Sales Service and Transportation Service, for the period January 2002 to December 2003 for each rate schedule (non-residential customers only) are as follows:

Rate Schedule	Service Classification	Charge
GS-1/TS-1 - Commercial GS-2/TS-2 - Commercial GS-3/TS-3 - Commercial GS-4/TS-4 - Commercial GS-5/TS-5 - Commercial GS-6/TS-6 - Comm/Ind GS-7/TS-7 - Comm/Ind GS-8/TS-8 - Industrial GS-9/TS-9 - Industrial	< 500 therms >500 up to 3,000 therms >3,000 up to 10,000 therms >10,000 up to 25,000 therms >25,000 up to 50,000 therms >50,000 up to 100,000 therms >100,000 up to 500,000 therms >500,000 up to 1,000,000 therms >1,000,000 therms	\$0.02936 \$0.01569 \$0.01260 \$0.01009 \$0.00886 \$0.00704 \$0.00444 \$0.00374 \$0.00325

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### GENERAL TERMS AND CONDITIONS (Continued)

#### (b) Aggregation Pool

- (1) Each Aggregation Pool shall consist of a minimum of ten (10) individual customers.
- (2) Each Customer shall execute a Letter of Authorization (see Sheet No. 152), in order to become a member of the Aggregation Pool that it chooses. Upon receipt of the Letter of Authorization, the Company shall have 30 days to process the request.
- (3) A Customer, <u>shall</u> be added to an Aggregation Pool on the first day of the Month after the 30-day processing period has expired.
- (4) An authorized Pool Manager shall manage each Aggregation Pool.
- (5) Each individual Customer may change <u>Transportation Services</u> with 30 days notice to Company, specifying the new <u>Transportation</u> Service requested and the name of the Pool Manager, if switching to a new Aggregation Pool. The requested change, upon approval of the Company, <u>shall</u> take effect on the first day of the month following the expiration of the 30-day notice requirement. There shall be no charge by Company to Customer for the first such change of Pool Managers for an account within a 12-month period. A Customer shall pay to Company for each subsequent requested change in Pool Managers for any account an administrative fee of \$25.00.
- (6) Upon election of the TA Service, the Customer shall automatically remain a Customer of this service until a request to change to another service is received by the Company. There shall be no charge by Company to Customer for the first such requested change within a 12-month period. A Customer shall pay to Company for each subsequent requested change an administrative fee of \$25.00. All requested changes shall be effective on the first day of the first month following

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#### GENERAL TERMS AND CONDITIONS (Continued)

completion of all required administrative activities by the Customer and the Company.

- (7) If, for whatever reason, an Aggregation Pool falls below the required 10 individual customers, then the pool <u>shall</u> be declared invalid and the Pool's <u>C</u>ustomers shall be reallocated on a pro-rata basis to <u>the</u> other valid Aggregation Pool Managers. Such reallocation shall occur on the first day of the month subsequent to the declaration and each Customer's capacity, as determined in accordance with the provisions in 17.2 (e), shall be reallocated to each individual Customer's new Aggregation Pool.
- (c) A "Pool Manager" is an entity that provides gas supply and interstate pipeline capacity management for an aggregated number of customers on the Company's distribution system which has:
  - been duly approved as a Shipper on the interstate pipeline systems upstream of the Company City Gate Stations used as the points of entry onto Company's distribution system;
  - (2) <u>entered into Letters of Authorization to sell Gas to, or procure Gas</u> for, Customer accounts desiring to receive service pursuant to the TA Service; and
  - (3) executed and delivered to Company an Aggregated Transportation <u>Scrvice</u> Agreement (see Sheet No. 153 <u>through 179</u>), that is inclusive of Capacity Release and Operating Balancing sections, and provides for the temporary release of Company's primary firm interstate pipeline transportation capacity to be used for the transportation and delivery to Company of Gas purchased.
- (d) The Company's rate for transportation service applicable to each individually billed Customer's Account shall be<u>pursuant to the Rate Schedule for such</u> Customer Account as determined by the Classification of Service section of

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