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October 22, 2020

**VIA E-PORTAL FILING**

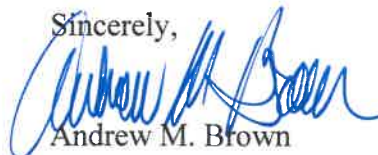
Mr. Adam J. Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**Re: Docket No. 20200051-GU – Petition for rate increase by Peoples Gas System  
Docket No. 20200166-GU-Petition for approval of 2020 depreciation study  
by Peoples Gas System**

Dear Mr. Teitzman:

Attached for electronic filing in the above docket on behalf of Peoples Gas System, please find the Joint Motion for Approval of Settlement Agreement in the above case.

Your assistance in this matter is greatly appreciated.

Sincerely,  
  
Andrew M. Brown

AB/plb  
Attachment

cc: J.R. Kelly/Mireille Fall-Fry ([kelly.jr@leg.state.fl.us](mailto:kelly.jr@leg.state.fl.us);[fall-fry.mireille@leg.state.fl.us](mailto:fall-fry.mireille@leg.state.fl.us))  
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Jon C. Moyle, Jr., Esq./Karen A. Putnal, Esq. ([jmoyle@moylelaw.com](mailto:jmoyle@moylelaw.com);  
[kputnal@moylelaw.com](mailto:kputnal@moylelaw.com); [mqualls@moylelaw.com](mailto:mqualls@moylelaw.com))  
Paula K. Brown  
Kandi Floyd  
Karen Bramley  
Thomas F. Farrior, Esq.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for rate increase by Peoples Gas System.

Docket No. 20200051-GU

In re: Petition for approval of 2020 Depreciation study by Peoples Gas System.

Docket No. 20200166-GU

Submitted for Filing: October 22, 2020

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**JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT**

Movants, Peoples Gas System (“Peoples”), the Office of Public Counsel (“OPC”), and the Florida Industrial Power Users Group (“FIPUG”), (collectively referred to as “Movants” or “Joint Movants”), by and through their undersigned attorneys, and pursuant to Section 366.04(1), Florida Statutes, and pursuant to Chapter 25-7, Florida Administrative Code (*F.A.C.*), jointly file this Joint Motion for Approval of Settlement. A copy of the Stipulation and Settlement Agreement (“Agreement”) is attached hereto as **Exhibit A.**

In support of this petition, the Joint movants represent as follows:

1. The names, addresses and telephone numbers of the Joint movants are as follows:

Peoples Gas System  
702 N. Franklin Street  
Tampa, Florida 33602  
(813) 228-4111

Florida Industrial Power Users Group  
c/o Jon C. Moyle, Jr., Esquire  
Moyle Law Firm  
118 North Gadsden Street  
Tallahassee, Florida 32301  
(850) 681-3228

Office of Public Counsel  
J.R. Kelly, Esquire  
Public Counsel  
Charles Rehwinkel, Esquire  
Deputy Public Counsel  
A. Mireille Fall-Fry, Esquire  
Associate Public Counsel  
c/o The Florida Legislature  
111 West Madison St., Rm. 812  
Tallahassee, Florida 32399-1400  
(850) 488-9330

2. The names and addresses of the persons authorized to receive notices and communications with respect to this Joint Motion are:

Andrew M. Brown, Esquire  
Thomas R. Farrior, Esquire  
Macfarlane Ferguson & McMullen  
P.O. Box 1531  
Tampa, Florida 33601

Ms. Kandi Floyd  
Ms. Paula Brown  
Peoples Gas System  
702 N. Franklin Street  
Tampa, Florida 33602

Jon C. Moyle, Esquire  
Moyle Law Firm, P.A.  
118 North Gadsden Street  
Tallahassee, Florida 32301

J.R. Kelly, Esquire  
Charles Rehwinkel, Esquire  
A. Mireille Fall-Fry, Esquire  
c/o The Florida Legislature  
111 West Madison St., Room 812  
Tallahassee, FL 32399-1400

### **BACKGROUND**

3. On June 8, 2020, Peoples petitioned the Florida Public Service Commission ("the Commission") for an increase in its base rates and miscellaneous service charges of approximately \$85.3 million based on a 2021 projected test year. This \$85.3 million proposed rate increase included \$23.6 million of 2021 revenue requirements related to Peoples moving \$200.7 million of Cast Iron Bare Steel Rider ("CI/BSR") Investments made through December 31, 2020, into rate base to be recovered through base rates and charges. The Commission assigned the rate increase petition to Docket No. 20200051-GU.

4. When it filed its petition for a base rate increase, Peoples also filed a Petition for Approval of its 2020 Depreciation Study and its Depreciation rate Study as of December 31, 2020. The Commission assigned the depreciation petition to Docket No. 20200166-GU.

5. The Commission consolidated Docket Nos. 20200051-GU and 20200166-GU on June 22, 2020, by Order No. PSC-2020-0198-PCO-GU.

6. OPC and FIPUG intervened in both dockets and opposed the proposed rate increase by conducting discovery, sponsoring witnesses and by other means. The Petitioners have filed voluminous prepared testimonies with accompanying exhibits and conducted extensive discovery.

7. The Petitioners have undertaken to resolve the issues raised in this proceeding so as to maintain a degree of stability and predictability with respect to Peoples' base rates and charges and to avoid the inherent risks, uncertainties and costs of further litigation.

#### **REQUESTED RELIEF**

8. Joint Movants seek Commission approval of the Stipulation and Settlement Agreement attached as Exhibit A.

9. The Agreement completely resolves the issues in the consolidated dockets and is in the public interest for these and other reasons. First, the Agreement promotes rate stability and predictability by including a three-year base rate freeze and stay-out period. Second, the Agreement includes a net rate increase that yields fair, just and reasonable base rates and charges and will allow the Company to continue providing award-winning service to its customers. Third, the Agreement includes constructive regulatory mechanisms that address possible changes in state and federal income tax rates and the possible costs associated with system restoration after named-tropical storm systems. Finally, the Agreement promotes regulatory economy and efficiency by resolving the contested issues in the consolidated dockets in a fair and reasonable way

and eliminating the need for the Parties and the Commission to expend the resources associated with a lengthy evidentiary hearing and associated post-hearing activities.

**WHEREFORE**, for the forgoing reasons, the joint petitioners respectfully request that the Commission find that the Stipulation and Settlement Agreement is in the public interest and enter an final order approving it.

*A. Mirielle Fall-Fry*  
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J.R. Kelly, Esquire  
Public Counsel  
Charles Rehwinkel, Esquire  
Associate Public Counsel  
Office of Public Counsel  
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\_\_\_\_\_  
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Attorneys for Florida Industrial Power  
Users Group

*Andrew M. Brown*  
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Andrew M. Brown, Esq.  
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Attorneys for Peoples Gas System

Respectfully submitted,  
*Andrew M. Brown*  
\_\_\_\_\_  
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Attorneys for Peoples Gas System

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Motion for Approval of Settlement Agreement has been furnished via electronic mail to the following, this 22nd day of October, 2020:

J.R. Kelly, Esq.  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison St., Room 812  
Tallahassee, FL 32399-1400  
[kelly.jr@leg.state.fl.us](mailto:kelly.jr@leg.state.fl.us)

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Florida Industrial Power Users Group  
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Andrew M. Brown, Esq.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for rate increase by Peoples Gas System.

Docket No. 20200051-GU

In re: Petition for approval of 2020 Depreciation study by Peoples Gas System.

Docket No. 20200166-GU

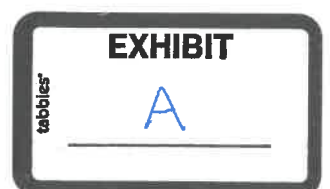
**STIPULATION AND SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into as of the effective date by and between Peoples Gas System ("Peoples" or "the Company"), the Office of Public Counsel ("OPC"), and the Florida Industrial Power Users Group ("FIPUG"). Collectively, Peoples, OPC and FIPUG shall be referred to as the "Parties" and the term "Party" shall be the singular form of Parties. The term "Consumer Parties" shall refer collectively to OPC and FIPUG. This Stipulation and Settlement Agreement shall be referred to as the "Agreement" or the "2020 Agreement."

**Recitals**

On June 8, 2020, Peoples petitioned the Florida Public Service Commission ("the Commission") for an increase in its base rates and miscellaneous service charges of approximately \$85.3 million based on a 2021 projected test year. This \$85.3 million proposed rate increase included \$23.6 million of 2021 revenue requirements related to Peoples moving \$200.7 million of Cast Iron Bare Steel Rider ("CS/BSR") Investments made through December 31, 2020, into rate base to be recovered through base rates and charges. The Commission assigned the rate increase petition to Docket No. 20200051-GU.

When it filed its petition for a base rate increase, Peoples also filed a Petition for



**Approval of its 2020 Depreciation Study and its Depreciation Rate Study as of December 31, 2020. The Commission assigned the depreciation petition to Docket No. 20200166-GU.**

**The Commission consolidated Docket Nos. 20200051-GU and 20200166-GU on June 22, 2020, by Order No. PSC-2020-0198-PCO-GU.**

**OPC and FIPUG intervened in both dockets and opposed the proposed rate increase by conducting discovery, sponsoring witnesses and by other means. The Parties have filed voluminous prepared testimonies with accompanying exhibits and conducted extensive discovery.**

**The Parties have undertaken to resolve the issues raised in this proceeding so as to maintain a degree of stability and predictability with respect to Peoples' base rates and charges and to avoid the inherent risks, uncertainties and costs of further litigation.**

**The Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable, and as part of a negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation, intent, and understanding such that all provisions of the Agreement, upon approval by the Commission, will be enforced by the Commission as to all matters addressed herein with respect to all Parties.**

**NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, which the Parties agree and acknowledge as constituting good and valuable consideration, the Parties hereby stipulate and agree as follows:**



1. Term.

(a) This Agreement will become effective upon Commission approval and new base rates and new charges shall be implemented on the date of the meter reading for the first billing cycle of January 2021 ("the Implementation Date") and continue at least through the date of the last billing cycle in December 2023. Except as expressly provided in paragraph 7(c), these base rates, charges and credits in effect on December 31, 2023, shall continue beyond December 2023 until otherwise changed by Commission Order. The period from the Implementation Date through the last billing cycle in December 2023 shall be referred to herein as the "Term". The Term shall be deemed extended to the extent the Company opts not to seek new base rates or elects to request new base rates, charges and credits to be effective after the date of the first billing cycle of 2024 and shall end on the date of the first billing cycle implementing rates contained in a Commission Order approving such new base rates, charges and credits. The Consumer Parties are not precluded from seeking a change in base rates, charges, and credits to be effective after the first billing cycle January 1, 2024.

(b) The Parties reserve all rights, unless such rights are expressly waived or released, under the terms of this Agreement.

2. Return on Equity, Equity Ratio and other Revenue Requirement Issues.

(a) Peoples' authorized return on common equity ("ROE") shall be within a range of 8.90% to 11.0%, with a mid-point of 9.90%. A 54.7% equity ratio from investor sources was assumed in establishing the overall rate of return shown in Section 2.(b) of this Agreement. As specifically provided in this Agreement, Peoples' authorized ROE range and mid-point using a 54.7% equity ratio (investor sources with any difference to

actual equity ratio spread ratably over long-term and short-term debt) shall be used for all purposes during the Term, including cost recovery clauses and riders, earnings surveillance reporting, and the calculation of the Company's Allowance for Funds Used During Construction ("AFUDC") rate and associated amounts of AFUDC.

(b) The calculation of the overall rate of return used to calculate the base rate increase in this Agreement is:

	ADJUSTED AVERAGE BALANCE (\$000s)	RATIO (%)	AVERAGE COST RATE	WEIGHTED COST
LONG TERM DEBT	\$ 502,960	32.73%	3.85	1.26
SHORT TERM DEBT	\$ 83,783	5.45%	1.15	0.06
CUSTOMER DEPOSITS	\$ 24,966	1.62%	2.54	0.04
INACTIVE DEPOSITS	\$ 132	0.01%		0.00
COMMON EQUITY	\$ 708,454	46.10%	9.90	4.57
DEFERRED INCOME TAX	\$ 216,521	14.09%		-
TAX CREDITS	\$ -	0.00%		-
<b>TOTAL</b>	<b>\$ 1,536,816</b>	<b>100.00%</b>		<b>5.93</b>

(c) The following calculation of the Company's 2021 Annual Revenue Requirement and Annual Base Revenue increase is agreed to by the Parties:

Pro Forma Rate Base	<b>\$1,536,815,825</b>
Required Cost of Capital	<b>5.93%</b>
Required Return	<b>\$91,181,527</b>
Operating Income at Present Rates	<b>\$47,771,603</b>
Operating Income Deficiency	<b>\$43,409,924</b>
Revenue Multiplier	<b>1.3361</b>
Required Revenue Increase	<b>\$58,000,000</b>
Roll in CI/BS	<b>\$23,608,583</b>
Net Revenue Increase	<b>\$34,391,417</b>

(d) The Return on Equity specified in this paragraph 2 shall continue in effect until return on equity is next reset upon the conclusion of the Term, including as it may be extended pursuant to paragraph 1(a), by the Commission whether by operation of paragraph 7 or otherwise.

(e) The following provisions relevant to the Company's revenue requirement and calculation of regulated earnings for surveillance reporting purposes are agreed to by the Parties and have been reflected in the calculation of the \$58 million base rate increase as appropriate:

(i) The depreciation rates, depreciation expense and \$34 million depreciation reserve surplus amortization credit specified in paragraph 4, below.

(ii) The parent debt adjustment specified in paragraph 8 (g) below, offset by a \$2 million reduction to miscellaneous revenues.

(iii) \$200,687,200 of Cast Iron Bare Steel Rider ("CI/BSR") net book value of assets shall be rolled into adjusted rate base as of January 1, 2021, and shall be recovered through the base rate increase provided for in this Agreement. Any difference between the \$200,687,200 amount and the actual CI/BSR net book value of assets as of December 31, 2020, will be reflected as a debit or credit balance in the beginning of period amount for the January 2021 to December 2021 period in determining the year 2021 CI/BSR return on capital investments, depreciation and taxes for eligible replacements. This true up process will be completed through the Company's normal CI/BSR annual filing expected to be completed in September 2021.

(iv) Storm cost recovery payroll expense shall be recorded in accordance with the final Gas Utility storm cost recovery rule, 25-7.0413, Florida Administrative Code, and the incremental cost methodology addendum Peoples and OPC agreed to in the storm cost settlement agreement reached in Docket No. 20190109-GU.

(v) Manufactured Gas Plant environmental remediation annual amortization expense shall be \$1.0 million.

(vi) The Company's annual storm reserve accrual shall be \$380,000 and its storm reserve target shall be \$3.8 million.

(vii) The Company shall use reserve accounting treatment for Transmission Integrity Management Program ("TIMP") costs and record an annual expense accrual of \$1,437,475. Any difference between the actual cumulative spending and cumulative expense accrual will be reflected as a regulatory asset or liability, as appropriate.

(viii) The Company shall record non-capitalizable software implementation costs as a regulatory asset and amortize the costs over a five-year period.

(ix) The Company may flowback excess state accumulated deferred income taxes of approximately \$940,000 over the Term of the Agreement in annual amounts determined at the discretion of Peoples as long as the full amount is flowed back by end of Term.

### 3. Customer Rates.

(a) Upon the Implementation Date and effective with the date of the first meter

reading for the first billing cycle of January 2021, Peoples shall be authorized to increase its base rates and service charges by \$58.0 million of annual revenues, including the revenue requirement of \$23,608,583 for the CI/BSR projects that are currently being recovered from customers, for a net increase of \$34,391,417. The new base rates and charges authorized in this Agreement shall be calculated using the cost of service study, revenue class allocations and rate design methodology as filed by the Company on June 8, 2020, and based on the projected 2021 test year billing determinants reflected in the Minimum Filing Requirements ("MFRs") filed with the company's June 8, 2020, petition in this proceeding. A summary of the new customer and per therm charges authorized by this Agreement are shown on **Exhibit A**.

(b) In addition to the new base rates and charges specified herein, the following additional tariff items are agreed to by the Parties and shall be reflected as filed by the company on June 8, 2020, in the company's revised tariffs:

- (i) The Company's proposed miscellaneous service charges. (Issue 62)
- (ii) The Company's proposed revisions to the MACC. (Issue 63)
- (iii) The Company's proposed revisions to its counties and communities tariff maps. (Issue 64)
- (iv) The Company's proposed revisions to its Renewable Natural Gas (RNG) rate schedules. (Issue 66b)
- (v) Deletion of the Company's NGVS-1 rate schedule. (Issue 67).
- (vi) The Company's proposed revision to its NGVS-2 rate schedule. (Issue 68)
- (vii) The Company's proposed revisions to its Individual Transportation

**Service Rider (Rider ITS). (Issue 69)**

(viii) The miscellaneous tariff wording changes included in the proposed tariffs included with the Company's initial filing.

(c) The clean and red-line versions of the tariff sheets attached hereto as **Exhibit B** have been prepared in accordance with paragraphs 3(a) and 3(b) and shall become effective for meters read for the first billing cycle in January 2021.

(d) The base rates, charges and credits set in accordance with this Agreement shall not be changed during the Term except as otherwise expressly permitted or provided for in this Agreement and shall continue in effect until next reset by the Commission.

(e) To the extent that any of Peoples' cost recovery clauses or riders are impacted by changes in rate design, billing determinants, or Authorized Return on Equity during the Term, such changes shall be reflected in the affected clauses or riders as of the date of the meter readings for the first billing cycle of January in the year following the year in which the change occurs.

(f) The provisions of this paragraph 3 shall remain in effect during the Term except as otherwise expressly permitted or provided for in this Agreement and shall continue in effect until the Company's base rates are next reset by the Commission.

**4. Depreciation Rates, Depreciation Expense, and \$34 million Depreciation Reserve Surplus Amortization Credit.**

(a) The Company's new depreciation rates shall be as shown on **Exhibit C** to this Agreement, shall become effective on January 1, 2021, and shall remain in effect until changed by the Commission. Peoples may not propose changes to the depreciation

rates shown on **Exhibit C** during the Term of this Agreement without the consent of the other Parties to this Agreement.

(b) As shown on **Exhibit D**, the calculated amount of depreciation expense using the new depreciation rates authorized in this Agreement and the company's projected December 31, 2020, plant balance of \$2,154,267,969 included in the depreciation study is \$52,495,216.

(c) The Company's proposed depreciation study reflected a theoretical accumulated depreciation reserve surplus of approximately \$245 million as of December 31, 2020. Beginning with the effective date of this Agreement, Peoples may amortize up to \$34 million of the theoretical excess depreciation reserve reflected in its depreciation study as a credit to depreciation expense in annual amounts at its discretion for calendar years 2020, 2021, 2022 and 2023, subject to the following conditions:

(i) The Company may not replenish the reserve after the credits have been recorded on the income statement.

(ii) \$8 million of the available \$34 million credit may not be credited to depreciation expense unless and until the Company's Dade City Connector Project is in-service.

(iii) \$4 million of the available \$34 million credit may not be credited to depreciation expense unless and until the Company's Work and Asset Management Project is in-service.

(iv) The amortization permitted under this paragraph 4 is not intended to be used to recover any storm damage recovery costs (including replenishment of the storm reserve) for which the Company would otherwise petition for cost

recovery pursuant to paragraph 6.

(d) The Company shall file a depreciation study no more than one year nor less than 90 days before the filing of its next general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, such that there is a reasonable opportunity for the Consumer Parties to review, analyze and potentially rebut depreciation rates or other aspects of such depreciation study contemporaneously with the company's next general rate proceeding. The depreciation study period shall match the test year in the company's MFRs, with all supporting data in electronic format with links, cells and formulae intact and functional, and shall be served upon all Consumer Parties and all intervenors in such subsequent rate case.

5. Other Cost Recovery. Nothing in this Agreement shall preclude the Company from requesting the Commission to approve the recovery of costs that are: (a) of a type which traditionally or historically would be, have been, or are presently recovered through cost recovery clauses, riders or surcharges, or (b) incremental costs not currently recovered in base rates which the Legislature expressly requires shall be clause recoverable subsequent to the approval of this Agreement. It is the intent of the Parties that, in conjunction with the provisions of subparagraph 3(a), the Company shall not seek to recover, nor shall the Company be allowed to recover, through any cost recovery clause or charge, or through the functional equivalent of such cost recovery clauses and charges, costs of any type or category that have historically or traditionally been recovered in base rates, unless such costs are: (i) the direct and unavoidable result of new governmental impositions or requirements; or (ii) new or atypical costs that were unforeseeable and could not have been contemplated by the Parties resulting from



significantly changed industry-wide circumstances directly affecting the Company's operations. Nothing in this Agreement precludes the Company from petitioning the Commission for recovery through the existing CI/BSR of any future, new, material Federal safety regulation of nation-wide, industry-wide applicability that is similar in scale and scope to the regulations and resulting impact that gave rise to the ongoing recovery of cast iron, bare steel and problematic plastic pipe replacement. As a part of the base rate freeze agreed to herein, the Company will not seek Commission approval to defer for later recovery in rates, any costs incurred or reasonably expected to be incurred from the Effective Date through and including December 31, 2023, which are of the type which historically or traditionally have been or would be recovered in base rates, unless such deferral and subsequent recovery is expressly authorized herein or otherwise agreed to by each of the Parties. The Parties are not precluded from participating in any proceedings pursuant to this paragraph 5, nor is any Party precluded from raising any issues pertinent to any such proceedings.

Notwithstanding the foregoing, Peoples agrees that upon formal approval of this Agreement by the Commission, it will dismiss with prejudice its COVID-19 Petition (Docket No. 20200178-GU) and will not file any other petition seeking deferral of COVID-19 costs during the Term of this Agreement.

6. Storm Damage

(a) Nothing in this Agreement shall preclude Peoples from petitioning the Commission to seek recovery of costs associated with any tropical systems named by the National Hurricane Center or its successor without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings.

(b) All storm related costs shall be calculated and determined pursuant to the final Gas Utility storm cost recovery rule, 25-7.0413, Florida Administrative Code, and the storm cost settlement agreement approved by the Commission in Docket No. 20190109-GU.

(c) The Consumer Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount(s) of Peoples' claimed costs or whether the proposed recovery is consistent with paragraph 6.

(d) The provisions of this paragraph 6 shall remain in effect during the Term except as otherwise permitted or provided for in this Agreement and shall continue in effect until the Company's base rates are next reset by the Commission.

7. Earnings.

(a) Notwithstanding paragraph 2, if Peoples' earned return on common equity falls below 8.90% during the Term on a Peoples quarterly earnings surveillance report stated on an actual Commission thirteen-month average adjusted basis, Peoples may petition the Commission to amend its base rates either as a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, and/or as a limited proceeding under Section 366.076, Florida Statutes, but shall not seek interim rates to be effective before January 1, 2024. Nothing in this Agreement shall be construed as an agreement by the Consumer Parties that a limited proceeding would be appropriate, and Peoples acknowledges and agrees that the Consumer Parties reserve and retain all rights to challenge the propriety of any limited proceeding or to assert that any request for base rate changes should properly be addressed through a general base rate case, as well as to challenge any substantive proposals to change the Company's rates in any such future

proceeding. Throughout this Agreement, "Commission actual adjusted basis" and "actual adjusted earned return" shall mean results reflecting all adjustments to Peoples' books required by the Commission by rule or order, excluding pro forma weather adjustments. The Consumer Parties to this Agreement shall be entitled to participate in any proceeding initiated by Peoples to increase base rates pursuant to this paragraph, and may oppose Peoples' request.

(b) Notwithstanding paragraph 2, if Peoples' earned return on common equity exceeds 11.00% during the Term on a Peoples quarterly earnings surveillance report stated on an actual Commission thirteen-month average adjusted basis, any Consumer Party shall be entitled to petition the Commission for a review of Peoples' base rates. In any case initiated by Peoples or any other Party pursuant to paragraph 7, all Parties will have full rights conferred by law.

(c) Notwithstanding paragraph 1, this Agreement shall terminate upon the effective date of any final order issued in any such proceeding pursuant to paragraph 7 that changes Peoples' base rates prior to the last billing cycle of December 2023.

(d) This paragraph 7 shall not (i) be construed to bar Peoples from requesting any recovery of costs otherwise contemplated by this Agreement; (ii) apply to any request to change Peoples' base rates that would become effective after the expiration of the Term of this Agreement; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the Term of this Agreement to argue that Peoples' authorized ROE range should be different than as set forth in this Agreement, subject to paragraph 1(a).

(e) Notwithstanding any other provision of the Agreement, the Consumer

Parties fully and completely reserve all rights available to them under the law to challenge the level or rate structure (or the cost of service methodologies underlying them) of Peoples' proposed base rates, charges and credits effective as of January 1, 2024, or thereafter. It is specifically understood and agreed that this Agreement does not preclude any Consumer Party from filing before January 1, 2024, an action to challenge the level or rate structure (or the cost of service methodologies underlying them) of Peoples' base rates, charges and credits effective as of January 1, 2024, or thereafter.

8. Tax Reform and Parent Debt Adjustment

(a) Changes in the rate of taxation of corporate income — increases or decreases — by federal or state taxing authorities ("Tax Reform") could impact the effective tax rate recognized by the Company in FPSC adjusted reported net operating income and in the measurement of existing and prospective deferred federal income tax assets and liabilities reflected in the FPSC adjusted capital structure. When Congress has previously reduced the maximum federal corporate income tax rate, it has provided a transition rule that, as an eligibility requirement for using accelerated depreciation with respect to public utility property, provided guidance regarding returning to customers the portion of the resulting excess deferred income taxes attributable to the use of accelerated depreciation. To the extent Tax Reform that becomes effective during the Term includes a transition rule applicable to excess or deficient deferred federal or state income tax assets and liabilities ("Excess or Deficient Deferred Taxes"), defined as those that arise from the re-measurement of those deferred federal income tax assets and liabilities at the new applicable corporate tax rate(s), those Excess or Deficient Deferred Taxes will be governed by the Tax Reform transition rule, as applied to most promptly

and effectively reduce the Company's rates consistent with the Tax Reform rules and normalization requirements.

(b) If Tax Reform is enacted before the Company's next general base rate proceeding, the Company will quantify the impact of Tax Reform on its Florida retail jurisdictional net operating income thereby neutralizing the FPSC adjusted net operating income of the Tax Reform to a net zero. The Company's forecasted earnings surveillance report for the calendar year that includes the period in which Tax Reform is effective will be the basis for determination of the impact of Tax Reform.

(c) If Tax reform involves a tax rate decrease, the impacts of Tax Reform on base revenue requirements will be flowed back to retail customers within 120 days of when the Tax Reform becomes law, through a one-time adjustment to base rates upon a thorough review of the effects of the Tax Reform on base revenue requirements consistent with subparagraph 9(a). This adjustment shall be accomplished through a uniform percentage decrease to all base rates and charges for all customer classes. Any effects of Tax Reform involving a tax rate decrease on retail revenue requirements from the Effective Date through the date of the one-time base rate adjustment shall be flowed back to customers through the CI/BSR on the same basis as used in any base rate adjustment.

(d) If Tax Reform involves a tax rate increase and results in an increase in base revenue requirements, the Company will utilize deferral accounting as permitted by the Commission, thereby neutralizing the FPSC adjusted net operating income impact of the Tax Reform to a net zero, through the Term. In this situation, the Company shall defer the revenue requirement impacts to a regulatory asset to be considered for prospective

recovery in a change to base rates to be addressed in the Company's next base rate proceeding or in a limited scope proceeding before the Commission no sooner than the end of the Term.

(e) All Excess Deferred Taxes shall be deferred to a regulatory asset or liability which shall be included in FPSC adjusted capital structure and flowed back to customers over a term consistent with law. If the Tax Reform law or act is silent on the flow-back period, and there are no other statutes or rules that govern the flow-back period, then there shall be a rebuttable presumption that the following flow-back period(s) will apply: (1) if the cumulative net regulatory asset or liability is less than \$10 million, the flow-back period will be five years; or (2) if the cumulative net regulatory asset or liability is greater than \$10 million, the flow-back period will be ten years.

(f) The Company reserves the right to demonstrate by clear and convincing evidence that such five or ten-year maximum period (as applicable) is not in the best interest of the Company's customers and should be increased to no greater than 50 percent of the remaining life of the assets associated with the Excess or Deficient Deferred Taxes ("50 Percent Period"). The relevant factors to support the Company's demonstration include, but are not limited to, the impact the flow-back period would have on the Company's cash flow and credit metrics or the optimal capitalization of the Company's jurisdictional operations in Florida. If the Company can demonstrate, by clear and convincing evidence, that limiting the flow-back period to the 50 Percent Period, in conjunction with the other Tax Reform provisions related to deferred taxes within this Agreement, will be the sole basis for causing a full notch credit downgrade by each of the major rating agencies (i.e. Standard & Poor's and Moody's), as expressly reflected in a

publicly available report of the agencies, it may file to seek a longer flow-back period.

(g) The Company shall reflect a parent debt adjustment in the amount of \$2,099,000 in determining its FPSC adjusted net operating income that is reported to the Commission in its quarterly earnings surveillance reports.

9. New Tariffs. Nothing in this Agreement shall preclude Peoples from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by Peoples, provided that such tariff request does not increase any existing base rate component of a tariff or rate schedule during the Term unless the application of such new or revised tariff or rate schedule is optional to Peoples' customers. Nothing in the Agreement shall be construed as approval of, disapproval of, support for or opposition to the Company's LNG tariff pending approval on October 22, 2020; the Parties shall be free to advocate for or against the proposed LNG tariff as they choose in their sole discretion. This Agreement shall have no impact on the ability of the Parties to advocate for or against the LNG tariff and likewise shall create no presumptions or inferences in favor of or opposed to approval of the LNG tariff.

10. Procedural Issues.

(a) The Parties agree that pre-filed testimony filed by the Parties in the consolidated dockets should be admitted into the evidentiary record in the consolidated dockets and waive cross-examination of the witnesses sponsoring that testimony.

(b) The Parties agree that the exhibits reflected on the comprehensive exhibit list prepared by the Staff of the Commission as stipulated by the Consumer Parties should be admitted into the evidentiary record in the consolidated dockets and consent to their admission.

(c) The Company's actual rate case expenses in an amount not to exceed \$1,657,000 shall be amortized as proposed in the Company's initial filing on June 8, 2020.

11. Application of Agreement. No Party to this Agreement will request, support or seek to impose a change in the application of any provision of this Agreement. Except as provided in paragraph 7, a Party to this Agreement will neither seek nor support any reduction in Peoples' base rates, including limited, interim or any other rate decreases, that would take effect prior to the first billing cycle for January 2024, except for any such reduction requested by Peoples or as otherwise provided for in this Agreement. Peoples shall not seek limited or general base rate relief during the Term except as provided for in paragraph 7 of this Agreement. Peoples is not precluded from seeking interim, limited or general base rate relief that would be effective during or after the first billing cycle in January 2024, nor are the Parties precluded from opposing such relief. Such interim relief may be based on time periods before January 1, 2024, consistent with Section 366.071, Florida Statutes, and calculated without regard to the provisions of this Agreement.

12. Commission Approval.

(a) The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. The Parties further agree that this Agreement is in the public interest, that they will support this Agreement and that they will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof.



(b) No Party will assert in any proceeding before the Commission that this Agreement or any of the terms in the Agreement shall have any precedential value. The Parties' agreement to the terms in the Agreement shall be without prejudice to any Party's ability to advocate a different position in future proceedings not involving this Agreement. The Parties further expressly agree that no individual provision, by itself, necessarily represents a position of any Party in any future proceeding, and the Parties further agree that no Party shall assert or represent in any future proceeding in any forum that another Party endorses any specific provision of this Agreement by virtue of that Party's signature on, or participation in, this Agreement. It is the intent of the Parties to this Agreement that the Commission's approval of all the terms and provisions of this Agreement is an express recognition that no individual term or provision, by itself, necessarily represents a position, in isolation, of any Party or that a Party to this Agreement endorses a specific provision, in isolation, of this Agreement by virtue of that Party's signature on, or participation in, this Agreement.

(c) Approval of this Agreement in its entirety will resolve all matters in Docket Nos. 20200051-GU, 20200166-GU and 20200178-GU pursuant to and in accordance with Section 120.57(4), Florida Statutes. These dockets will be closed effective on the date the Commission Order approving this Agreement is final or upon the filing of the dismissal in Docket No. 20200178-GU, as applicable, and no Party shall seek appellate review of the Final Order approving this Agreement.

13. Disputes. To the extent a dispute arises among the Parties about the provisions, interpretation, or application of this Agreement, the Parties agree to meet and confer in an effort to resolve the dispute. To the extent that the Parties cannot resolve

any dispute, the matter may be submitted to the Commission for resolution.

14. Execution. This Agreement is dated as of October 22, 2020. It may be executed in counterpart originals and a facsimile of an original signature shall be deemed an original. Peoples is authorized to compile signature pages from the Parties to create the final executed Agreement.

IN WITNESS WHEREOF, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature(s):

**Peoples Gas System**  
702 N. Franklin Street  
Tampa, FL 33601

By

  
T.J. Szelistowski, President

Signature Page to Peoples 2020 Agreement

**Office of Public Counsel**  
J. R. Kelly, Esquire  
Public Counsel  
Charles Rehwinkel, Esquire  
Deputy Public Counsel  
A. Mireille Fall- Fry  
Associate Public Counsel  
c/o The Florida Legislature  
111 West Madison Street, Room 812  
Tallahassee, FL 32399-1400

By  \_\_\_\_\_  
J.R. Kelly

Signature Page to Peoples 2020 Agreement

**Florida Industrial Power Users Group**  
Jon C. Moyle, Jr., Esquire  
Moyle Law Firm  
The Perkins House  
118 North Gadsden Street  
Tallahassee, FL 32301

By:  Oct. 22, 2020  
Jon C. Moyle, Jr.

# EXHIBIT A

**Peoples Gas System  
Present and Proposed Base Rates**

<u>Current Rate</u>	<u>Current Charge</u>	<u>Proposed Charge</u>
<b>Residential Service (RS)</b>		
RS-1 Customer Charge	\$ 11.40	\$ 15.10
RS-2 Customer Charge	\$ 14.25	\$ 18.10
RS-3 Customer Charge	\$ 19.01	\$ 24.60
Distribution Charge	\$ 0.25465	\$ 0.27011
<b>Residential Standby Generator (RS-SG)</b>		
Customer Charge	\$ 19.01	\$ 23.91
Distribution Charge	\$ 0.25465	\$ 0.27011
<b>Residential Gas Heat Pump (RS-GHP)</b>		
Customer Charge	\$ 19.01	\$ 24.60
Distribution Charge	\$ 0.09598	\$ 0.09598
<b>Small General Service (SGS)</b>		
Customer Charge	\$ 23.76	\$ 30.60
Distribution Charge	\$ 0.32206	\$ 0.38897
<b>General Service - 1 (GS-1)</b>		
Customer Charge	\$ 33.26	\$ 45.00
Distribution Charge	\$ 0.25468	\$ 0.31190

**Peoples Gas System  
Present and Proposed Base Rates**

<u>Current Rate</u>	<u>Current Charge</u>	<u>Proposed Charge</u>
<b>General Service - 2 (GS-2)</b>		
Customer Charge	\$ 47.52	\$ 82.00
Distribution Charge	\$ 0.21615	\$ 0.26631
<b>General Service - 3 (GS-3)</b>		
Customer Charge	\$ 142.55	\$ 420.00
Distribution Charge	\$ 0.18692	\$ 0.21781
<b>General Service - 4 (GS-4)</b>		
Customer Charge	\$ 237.58	\$ 670.00
Distribution Charge	\$ 0.14459	\$ 0.17785
<b>General Service - 5 (GS-5)</b>		
Customer Charge	\$ 285.09	\$ 1,380.00
Distribution Charge	\$ 0.10758	\$ 0.11880
<b>Commercial Standby Generator (CS-SG)</b>		
Customer Charge	\$ 33.26	\$ 45.00
Distribution Charge	\$ 0.32206	\$ 0.42315
<b>Commercial Heat Pump (CS-GHP)</b>		
Customer Charge	\$ 33.26	\$ 45.00
Distribution Charge	\$ 0.19605	\$ 0.19605

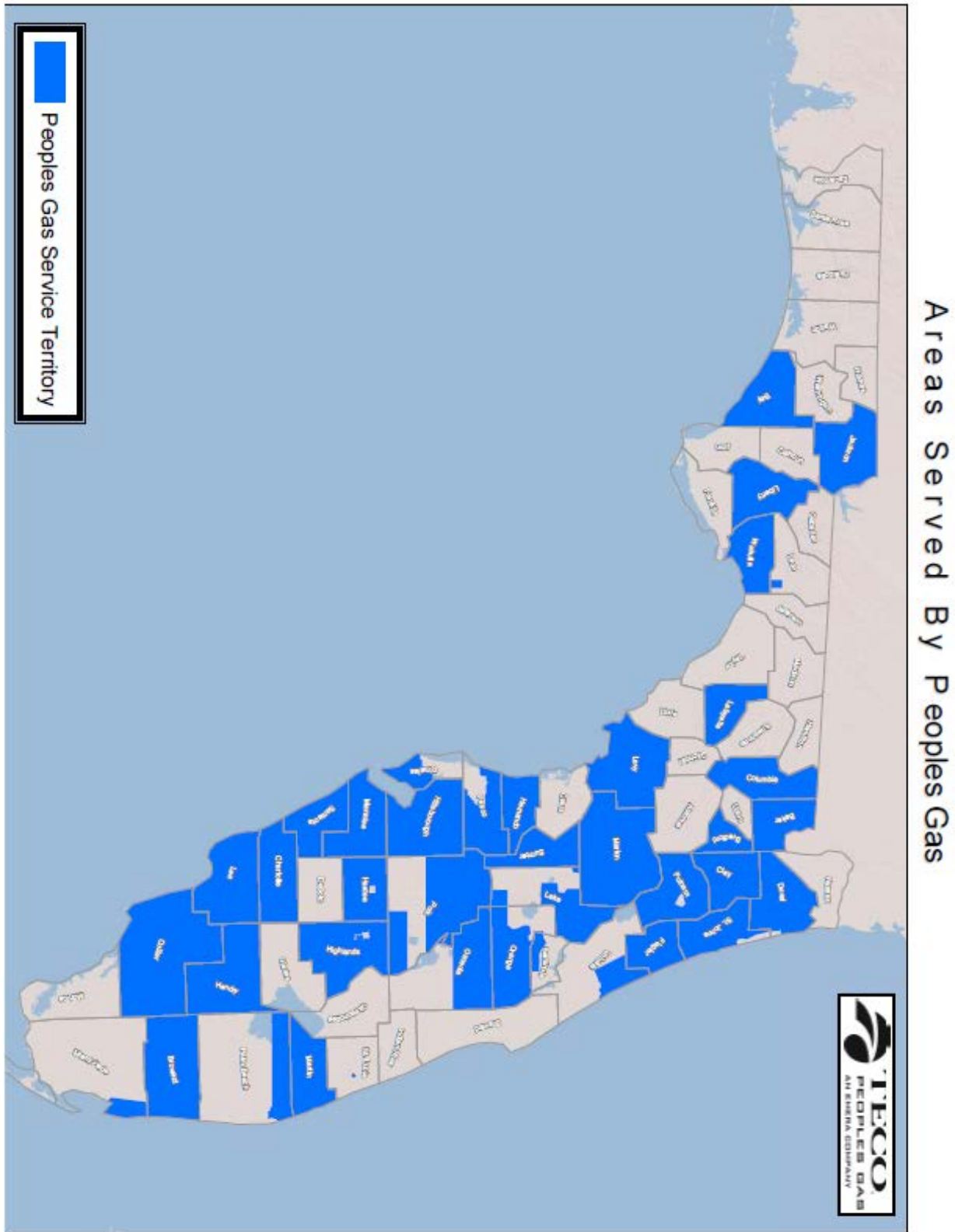
**Peoples Gas System  
Present and Proposed Base Rates**

<u>Current Rate</u>	<u>Current Charge</u>	<u>Proposed Charge</u>
<b>Commercial Street Lighting (CSLS)</b>		
Customer Charge	\$ -	\$ -
Distribution Charge	\$ 0.17922	\$ 0.27513
<b>Small Interruptible Service (SIS)</b>		
Customer Charge	\$ 285.09	\$ 1,380.00
Distribution Charge	\$ 0.06777	\$ 0.07817
<b>Interruptible Service (IS)</b>		
Customer Charge	\$ 451.39	\$ 1,580.00
Distribution Charge	\$ 0.03318	\$ 0.04050
<b>Interruptible Service - Large Volume (ISLV)</b>		
Customer Charge	\$ 451.39	\$ 1,720.00
Distribution Charge	\$ 0.00947	\$ 0.01050
<b>Wholesale Service - Firm (WHS)</b>		
Customer Charge	\$ 142.55	\$ 420.00
Distribution Charge	\$ 0.14192	\$ 0.17054



# EXHIBIT B

Peoples Gas System



Service Territory

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

## RULES AND REGULATIONS

### I

#### INITIATION OF SERVICE

##### A. REQUEST FOR GAS SERVICE

Gas Service may be requested by a prospective Customer by:

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

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

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

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

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

##### D. MISCELLANEOUS SERVICE CHARGES

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

	RESIDENTIAL	OTHER
<b>ACCOUNT OPENING CHARGE</b> (applies only where a change of Customer occurs and Gas Service is not shut off at the premises)	<b>\$24.00</b>	<b>\$24.00</b>
<b>METER TURN ON / SERVICE INITIATION CHARGE</b> (applies where service is inactive)	<b>\$63.00 for initial unit or meter \$29.00 for each additional unit or meter</b>	<b>\$100.00 for initial unit or meter \$34.00 for each additional unit or meter</b>

**RULES AND REGULATIONS (Continued)**

	<b>RESIDENTIAL</b>	<b>OTHER</b>
<b>METER RECONNECTION/ SERVICE RESTORATION CHARGE</b> (applies where service has been turned off for cause and includes cost of turn-off)	<b>\$87.00 for initial unit or meter \$28.00 for each additional unit or meter</b>	<b>\$100.00 for initial unit or meter \$32.00 for each additional unit or meter</b>
<b>TRIP CHARGE/COLLECTION AT CUSTOMER PREMISES</b> (applies when Company's employee, agent, or representative makes a trip to Customer's premises for the purpose of terminating Gas Service or providing final notice of termination for nonpayment of bills)	<b>\$25.00</b>	<b>\$25.00</b>
<b>FAILED TRIP CHARGE AT CUSTOMER PREMISES</b> (applies when the Customer fails to keep a scheduled appointment with the Company's employee, agent or representative)	<b>\$25.00</b>	<b>\$25.00</b>
<b>TEMPORARY METER TURN-OFF CHARGE</b> (applies when Company's employee, agent or representative, turns off Customers' meter temporarily at Customer's request)	<b>\$30.00 per meter</b>	<b>\$30.00 per meter</b>

Where Gas Service is established outside of normal business hours, by special appointment, or same day service the charges set forth above multiplied by 1.5.

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**RULES AND REGULATIONS (Continued)**

**E. WITHHOLDING OF GAS SERVICE**

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

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

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

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

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

Fraudulent Use of Gas:

Company will discontinue Gas Service without notice:

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

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

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

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**RULES AND REGULATIONS (Continued)**

**F. LIMITATION OF USE**

Gas delivered to a Customer shall be for such Customer's own use and shall not be resold by such Customer, either by submetering or otherwise, unless such resale has been authorized by the Commission.

In case of any unauthorized submetering, sale, or disposition of Gas by a Customer, Gas Service to such Customer may be discontinued and, if discontinued, such Gas Service will not be restored until such unauthorized activities have ceased and all bills outstanding have been paid in full. Billings for Gas sold or disposed of by the Customer may be recalculated under appropriate rate schedules and, in addition, a bill may be rendered to the Customer for all expenses incurred by the Company including but not limited to, clerical work, testing, and inspections in connection with such recalculation.

**G. PRESSURE**

Company shall make reasonable efforts to maintain its Standard Delivery Pressure at the point of delivery. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain that delivery pressure.

Prospective industrial and large commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of the Company to determine the pressure that the Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.

II

**CUSTOMER'S INSTALLATION**

**A. GENERAL**

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

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

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

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

**C. CHANGES IN CUSTOMER'S INSTALLATION**

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

**D. RIGHT OF WAY**

Customer shall grant to Company, without cost to Company, all rights, easements, permits and privileges which in Company's opinion are necessary for the rendering of Gas Service. Customer will furnish to Company, without charge, an acceptable location for Company's Meter.

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**CUSTOMER'S INSTALLATION (Continued)**

**E. PROTECTION OF COMPANY'S PROPERTY**

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

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

**F. ACCESS TO PREMISES**

Customer shall give Company's employees and representatives access to Customer's property so that Company may operate, inspect and maintain its facilities on Customer's premises. Installation of the Company's facilities may require that Company be granted an easement.

**G. OPERATION OF COMPANY'S FACILITIES**

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



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IV

**BILLING**

**A. BILLING PERIODS**

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

It is the Customer's (both sales service and transportation service Customers) obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

**B. INITIAL OR FINAL BILLS**

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

**C. NON-RECEIPT OF BILLS**

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

**D. METER READINGS NOT COMBINED**

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

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

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

**E. DELINQUENT BILLS**

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

**BILLING (Continued)**

**F. DISCONTINUANCE OF SERVICE AND/OR CHANGE OF OCCUPANCY**

Unless otherwise provided in the specific rate schedule under which Customer receives Gas Service, a Customer intending to discontinue Gas Service shall furnish notice of such intent to Company not less than five (5) business days prior to the desired date of such discontinuation.

Customer shall be responsible for all Gas Service provided to the premises at which discontinuance is desired until the expiration of five (5) business days following Company's receipt of the notice required above.

Company will automatically terminate Gas Service to a Customer after acceptance by Company of a Gas Service Agreement from a succeeding occupant of the premises previously occupied by the Customer requesting termination of Gas Service.

**G. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT OF BILLS**

Gas Service may be discontinued for non-payment of bills but only after Company has made a diligent attempt to have the Customer make payment, including at least five (5) business days' written notice to Customer, such notice being separate and apart from any bill for Gas Service, unless the controversy over the non-payment has been resolved through mutual agreement, or successfully disputed by Customer.

Notwithstanding the foregoing sentence, Company shall provide a limited extension of time, not to exceed thirty (30) days beyond the date Gas Service would normally be subject to discontinuance for non-payment of bills, to a residential Customer whose Gas Service is medically essential, as affirmed by the certificate of a medical doctor licensed to practice in Florida (a "Medically Essential Service Customer"). Gas Service is "medically essential" if the residential Customer has a medical dependence on Gas-powered equipment that must be operated continuously or as circumstances require to avoid the loss of life or immediate hospitalization of the Customer or another permanent resident of the premises where Gas Service is rendered. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of Gas Service is medically essential. The Company shall provide the Medically Essential Service Customer with written notice specifying the date service will be discontinued based on the limited extension referenced above. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for Gas Service rendered by Company and for which payment is past due, or making other arrangements for meeting the medically essential needs. No later than 12 noon one day prior to the scheduled disconnection of service to a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the Company cannot reach such customer or other adult resident of the premises by telephone by the specified time, a Company field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically

## MEASUREMENT (Continued)

- e. Unless determined to be otherwise by a gravity balance the specific gravity of the flowing Gas shall be assumed to be 0.6.
  - f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for flowing temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyles Law by use of the appropriate supercompressibility factor.
3. Sales and Transportation Unit
- a. The sales and transportation unit of the Gas shall be the Therm, being 100,000 BTUs. The number of Therms billed to a Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at the Standard Delivery Pressure and 60 degrees Fahrenheit, by the total heating value of such gas in BTUs per cubic foot and dividing the product by 100,000.
  - b. The total heating value of the Gas delivered to the Customer shall be determined as that reported monthly by the Company's Gas transporters, provided such value is applicable to the Gas delivered to the Customer, or such value shall be determined by the Company by use of a calorimeter or other instrument suitable for heating value determination. The total heating value shall be corrected to and expressed as that contained in the Unit of Sales and Transportation Volume defined above.
4. Quality
- All Gas delivered or caused to be delivered into the Company's facilities shall conform to the Gas quality specifications set forth in the FERC or FPSC Tariff of the pipeline company that delivers such Gas to a Receipt Point on the Company's system or in the event Gas is delivered to the Company's facilities other than by a pipeline company, such Gas shall be merchantable and
- a. be free of objectionable liquids and solids and be commercially free from dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the Gas in the course of transportation through the interstate or intrastate pipeline or the Company's system or which could cause inaccurate measurement;
  - b. be free from noxious and harmful fumes when burned in a properly designed and adjusted burner;
  - c. not contain more than 20 grains of total sulfur or 0.25 grains of hydrogen sulfide per 100 cubic feet of Gas;
  - d. not contain more than 3% by volume of carbon dioxide or nitrogen;

### MEASUREMENT (Continued)

- e. not contain more than 1% by volume of oxygen;
- f. not contain more than 7 pounds of water per 1,000 MCF;
- g. have a temperature of not more than 120 degrees Fahrenheit, nor less than 40 degrees Fahrenheit;
- h. have a maximum Wobbe value of 1,396
- i. have a gross heating value of at least 1,000 BTU per cubic foot of dry Gas but not higher than 1,075 BTU per cubic foot of dry Gas at 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

To the extent within its control, the Company shall deliver Gas which is free of dangerous or objectionable quantities of impurities such as hydrogen sulfide or other impurities which may cause excessive corrosion of Mains or piping or from noxious or harmful fumes when burned in a properly designed and adjusted burner. This provision is intended to protect the health and safety of the public and in no manner does it guarantee compatibility with the operation of delicate or sensitive machinery, instruments, or other types of apparatus which may be damaged by moisture, grit, chemicals or other foreign substances which may be present in the Gas but which are nevertheless within limits recognized as allowable in good practice.

Company may refuse to accept any Gas or RNG tendered to Company by a Customer or for its account which fails to conform with the Quality standards described above. Company, in its reasonable discretion, may waive the Quality standards for gas delivered into its pipeline system, provided such waiver will not affect Company's ability to maintain adequate service to its Customers. Such waiver must be in writing and duly executed by the Company.

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VI

**MAIN AND SERVICE EXTENSIONS**

**A. MAIN EXTENSIONS**

Whenever a prospective Customer or other person, such as a real estate developer, municipality, township, county, or other authority ("Depositor"), requests Gas Service at a location where the Company does not have a Main, the Company will extend its Mains and Services to serve the prospective Customer or Customers under the following conditions (for provisions governing installation of service lines only, see VI.B):

1. The extension of Gas Service to the prospective Customer will not jeopardize Gas Service to existing Customers.
2. The maximum capital cost to be incurred by the Company for an extension of Main and Service facilities shall be defined as the Maximum Allowable Construction Cost. The Maximum Allowable Construction Cost shall equal ten (10) times the estimated annual revenue to be derived from the facilities less the cost of Gas. Where the Company, in its reasonable discretion, believes that there is significant uncertainty regarding the revenues to be derived from service provided through the requested extension of Main and Service facilities, the Company shall use reasonable efforts to calculate the MACC giving due consideration to such uncertainty.
3. Where the facilities to be installed will require an investment by the Company in excess of the Maximum Allowable Construction Cost, the Company will construct the necessary facilities provided the Customer or Depositor deposits with the Company an amount equal to the excess of the estimated construction cost over the Maximum Allowable Construction Cost. In this case, the Company and the Depositor will then enter into a Construction Deposit Agreement which will provide for either a) the receipt of the deposit by the Company and including terms and conditions for refund to the Depositor or b) a mutually agreeable pay arrangement that will provide for the guaranteed throughput/revenue for the prospective Customer or project. In consideration of the Company's having to use the deposit to finance the installation of facilities, the deposit made by the Depositor will be non-interest bearing.
4. Refund of Deposits: Deposits shall be refunded to Depositors in accordance with the following procedures.
  - a. At the end of the first year following the date on which Gas Service to the Depositor is initiated by the Company, at the Customer's request the Company shall recalculate the Maximum Allowable Construction Cost. A re-estimation of the annual revenue (considering the actual revenue derived during the first year) shall be used in such recalculation. The Company shall refund

## VII

### LIMITS OF COMPANY'S RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premises resulting from the Customer's Installation or the gas pipe, fittings, appliances and apparatus of any type of others on Customer's premises. The Company will not be responsible for the use, care or handling of Gas once the Gas passes the Point of Delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the source, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to Customer.

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

## VIII

### CONTINUITY OF SERVICE

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

## IX

### LIMITATION ON CONSEQUENTIAL DAMAGES

Customer shall not be entitled to recover from Company any consequential, indirect, unforeseen, incidental or special damages, such as loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, diminution in value of real property, or expenses to restore operations, or loss of goods or products.

**X**

**INDEMNITY TO COMPANY**

The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss or damage or injury to person or property or for fatality, in any manner directly or indirectly connected with or arising out of the transmission, distribution or use of Gas by the Customer at or on the Customer's side of the Point of Delivery or in any manner directly or indirectly connected with or arising out of the Customer's acts or omissions.

**XI**

**APPEALS TO THE COMMISSION**

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

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COUNTIES AND COMMUNITIES SERVED

COUNTIES

COMMUNITIES

Baker County

Glen St. Mary  
Macclenny  
Sanderson  
Unincorporated Baker County

Bay

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

Bradford

Unincorporated Bradford County

Broward

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

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

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



COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Charlotte	Englewood Port Charlotte Punta Gorda Unincorporated Charlotte County
Clay	Fleming Island Green Cove Springs Maxville Middleburg Orange Park Unincorporated Clay County
Collier	Marco Island Naples Unincorporated Collier County
Columbia	Unincorporated Colombia County
Duval	Atlantic Beach Jacksonville <sup>1</sup> Jacksonville Beach Neptune Beach Unincorporated Duval County
Flagler	Bunnell Flagler Beach Palm Coast Unincorporated Flagler County
Hardee	Zolfo Springs Unincorporated Hardee County
Hendry	Labelle Unincorporated Hendry County
Hernando	Brooksville Spring Hill Weeki Wachee Unincorporated Hernando County

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

Peoples Gas System may extend service to other areas pursuant to the terms and conditions set forth in this tariff. For further information regarding service areas, contact customer service at:

(877) TECO-PGS / (877) 832-6747

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Highlands	Avon Park <sup>1</sup> Sebring Unincorporated Highlands County
Hillsborough	Apollo Beach Brandon Gibsonton Lithia Lutz Plant City Riverview Rocky Point Ruskin Seffner Sun City Center Tampa <sup>1</sup> Temple Terrace Valrico Wimauma Unincorporated Hillsborough County
Jackson	Alford Cottondale Unincorporated Jackson County
Lafayette	Unincorporated Lafayette County
Lake	Clermont Dona Vista Eustis <sup>1</sup> Grand Island Howey-in-the-Hills Lady Lake Mount Dora Sorrento Tavares The Villages Umatilla Unincorporated Lake County

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

Peoples Gas System may extend service to other areas pursuant to the terms and conditions set forth in this tariff. For further information regarding service areas, contact customer service at:

(877) TECO-PGS / (877) 932-6747

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Lee	Alva Bonita Springs Cape Coral Estero Fort Myers <sup>1</sup> Fort Myers Beach Lehigh Acres Miromar Lakes North Fort Myers Unincorporated Lee County
Leon	Unincorporated Leon County
Levy	Morriston Unincorporated Levy County
Liberty	Bristol Unincorporated Liberty County
Manatee	Bradenton Bradenton Beach Ellenton Holmes Beach Lakewood Ranch Longboat Key Palmetto Parrish University Park Unincorporated Manatee County
Marion	Belleview Dunnellon Fort McCoy Ocala <sup>1</sup> Silver Springs The Villages Summerfield Unincorporated Marion County
Martin	Hobe Sound Palm City Stuart Tequesta Unincorporated Martin County

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

Peoples Gas System may extend service to other areas pursuant to the terms and conditions set forth in this tariff. For further information regarding service areas, contact customer service at:

(877) TECO-PGS / (877) 832-6747

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COUNTIES AND COMMUNITIES SERVED (Continued)	
<u>COUNTIES</u>	<u>COMMUNITIES</u>
Miami-Dade	Aventura Bal Harbour Bay Harbor Islands Biscayne Park El Portal Golden Beach Indian Creek Village Miami <sup>1</sup> Miami Beach Miami Shores North Bay Village North Miami North Miami Beach Sunny Isles Beach Surfside Unincorporated Miami-Dade County
Nassau	Fernandina Beach Unincorporated Nassau County
Orange	Apopka Belle Isle Casselberry Edgewood Fern Park Lake Buena Vista Maitland Orlando <sup>1</sup> Pine Castle Winter Garden Winter Park Tangerine Zellwood Unincorporated Orange County
Osceola	Celebration City Kissimmee Unincorporated Osceola County
Palm Beach	Jupiter Lake Park Palm Beach Gardens <sup>1</sup> Juno Beach Unincorporated Palm Beach County

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

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

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Pasco

Dade City  
Hudson  
Land of Lakes  
Lutz  
Odessa  
Port Richey  
St. Leo  
San Antonio  
Wesley Chapel  
Zephyrhills  
Unincorporated Pasco County

Pinellas

Bay Pines  
Clearwater  
Gulfport  
Kenneth City  
Largo  
Madeira Beach  
Pinellas Park  
St. Pete Beach  
St. Petersburg<sup>1</sup>  
Seminole  
South Pasadena  
Treasure Island  
Unincorporated Pinellas County

Polk

Davenport  
Eaton Park  
Frostproof  
Lakeland<sup>1</sup>  
Mulberry  
Unincorporated Polk County

Putnam

Unincorporated Putnam County

Sarasota

Englewood  
Longboat Key  
Nokomis  
North Port  
Osprey  
Sarasota<sup>1</sup>  
Venice  
Unincorporated Sarasota County

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

Peoples Gas System may extend service to other areas pursuant to the terms and conditions set forth in this tariff. For further information regarding service areas, contact customer service at:

(877) TECO-PGS / (877) 832-6747

COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Seminole

Altamonte Springs  
Casselberry  
Golden Rod  
Longwood  
Oviedo  
Winter Springs

St. Johns

Elkton  
Ponte Vedra  
St. Augustine  
St. Augustine Beach  
Unincorporated St. Johns County

St. Lucie

Fort Pierce  
Unincorporated St. Lucie County

Sumter

Coleman  
Oxford  
Sumterville  
The Villages  
Wildwood  
Unincorporated Sumter County

Volusia

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

Wakulla

Crawfordville  
Unincorporated Wakulla County

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

Peoples Gas System may extend service to other areas pursuant to the terms and conditions set forth in this tariff. For further information regarding service areas, contact customer service at:

(877) TECO-PGS / (877) 832-6747

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**RESERVED FOR FUTURE USE**



## RESIDENTIAL SERVICE Rate Schedule RS

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

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

<u>Billing Class</u>	<u>Annual Consumption</u>
RS-1	0 – 99 Therms
RS-2	100 – 249 Therms
RS-3	250 – 1,999 Therms
RS-GHP	All Therms

**Monthly Rate:**

<u>Billing Class</u>	<u>Customer Charge</u>
RS-1	\$15.10 per month
RS-2	\$18.10 per month
RS-3	\$24.60 per month
RS-GHP	\$24.60 per month

Distribution Charge: \$0.27011 per Therm for RS-1, RS-2, and RS-3  
\$0.09598 per Therm for RS-GHP

Minimum Bill: The Customer charge.

## SMALL GENERAL SERVICE Rate Schedule SGS

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: \$30.60 per month

Distribution Charge: \$0.38897 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge: \$45.00 per month

Distribution Charge: \$0.31190 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge: \$82.00 per month

Distribution Charge: \$0.26631 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge: \$420.00 per month

Distribution Charge: \$0.21781 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge: \$670.00 per month

Distribution Charge: \$0.17785 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

**Monthly Rate:**

Customer Charge: \$1,380.00 per month

Distribution Charge: \$0.1188 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

## COMMERCIAL STREET LIGHTING SERVICE Rate Schedule CSLS

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Distribution Charge: \$0.27513 per Therm

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

### Special Conditions:

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



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**NATURAL GAS VEHICLE SERVICE -2**  
**Rate Schedule NGVS-2**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

For compression service provided by Company for gas delivered to any Customer for compression and delivery into motor vehicle fuel tanks or other transportation containers ("NGV Service") pursuant to Rate Schedules RS, SGS, GS-1, GS-2, GS-3, GS-4, or GS-5.

**Monthly Services Charge:**

NGV Service is available under the rate schedules referenced under "Applicability" above based on Customer's annual consumption in Therms as determined by Company. The charges, terms and conditions of the applicable rate schedule shall apply unless otherwise provided in this rate schedule. In addition to those charges provided by the rate schedule pursuant to which the Customer receives service from Company, Customer shall pay a Monthly Services Charge mutually agreed to by the parties. The Company's investment return requirements are subject to adjustment if Customer makes a contribution in aid of construction and will be reduced based on as mutually agreed. The adjusted factor will be set forth in Company's agreement for NGV Service provided pursuant to this schedule. The agreement may require a commitment by a Customer to purchase NGV Service for a minimum period of time, to take or pay for a minimum amount of NGV Service, a contribution in aid of construction, a guarantee, such as a surety bond, letter of credit, other means of establishing credit, and/or other provisions as determined appropriate by the Company. In the case of multiple users of the facility each such user shall pay a mutually agreed Monthly Services Charge.

The Monthly Services Charge shall be billed by Company pursuant to the agreement with Customer, in addition to the other charges payable by Customer pursuant to the rate schedule pursuant to which Customer receives service from Company.

Company's provision and maintenance of the facilities required to provide NGV Service does not include the physical dispensing of compressed natural gas ("CNG") into vehicles, or the provision of electricity required to operate such facilities. The physical dispensing of CNG into vehicles, the collection and remittance of any federal, state or local tax imposed on CNG dispensed for use as a motor fuel, and the payment for electricity used to operate such facilities, shall be the sole responsibility of the Customer receiving NGV Service.

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	\$23.91	
Distribution Charge:	0 – 20.0 therms	\$0.00000 per Therm
	In excess of 20.0 therms	\$0.27011 per Therm
Minimum Monthly Bill:	The Customer charge	

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

**Special Conditions:**

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

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	\$45.00	
Distribution Charge:	0 – 40.0 Therms	\$0.00000 per Therm
	In excess of 40.0 Therms	\$0.42315 per Therm
Minimum Monthly Bill:	The Customer charge	

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

**Special Conditions:**

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

## RENEWABLE NATURAL GAS SERVICE Rate Schedule RNGS

### Availability:

Throughout the service areas of the Company.

### Applicability:

Renewable Natural Gas Service ("RNG Service") is service to upgrade or condition biogas to RNG or to provide infrastructure for delivery of RNG to a pipeline system. RNG Service is available to any Customer: (1) upgrading/conditioning biogas to RNG to be utilized onsite by Customer; (2) interconnecting to an interstate or intrastate pipeline; or, (3) delivered into Company's distribution system for transportation and delivery. RNG delivered into Company's distribution system shall be subject to the applicable Rate Schedules GS-3, GS-4 or GS-5. The equipment included in the RNG Service as well as the design, location, construction, operation of such equipment under this Schedule is contingent on arrangements mutually satisfactory to the Customer and Company.

### Monthly Services Charge:

RNG Service is available under the rate schedules referenced under "Applicability" above based on Customer's annual deliveries of RNG into Company's distribution system as determined by Company. The charges, terms and conditions of the applicable rate schedule shall apply unless otherwise provided in this rate schedule. In addition to those charges provided by the rate schedule pursuant to which the Customer delivers RNG to Company, Customer shall pay a Monthly Services Charge, which shall be as mutually agreed. In the case of multiple users of the facility each user will pay a mutually agreed facility fee. If a Customer desires to phase in its deliveries of RNG into Company's system over a period of years, the Monthly Services Charge may be phased in over the term of the agreement between Customer and Company. The Monthly Services Charge will recover the total installed cost of such facilities, as determined by the Company, including a reasonable rate of return on the total installed cost of such facilities, as determined by Company, which facilities may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and any other related appurtenances including any redundancy necessary to provide reliable RNG Service, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The agreement between Company and Customer may require a commitment by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit, other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company.

The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the Company's facilities or to be added to the RNG produced by or transported for Customer.

RESERVED FOR FUTURE USE

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	\$45.00 per month
Distribution Charge:	\$0.19605 per Therm
Minimum Bill:	The Customer charge

**Special Conditions:**

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



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**WHOLESALE SERVICE - FIRM**  
**Rate Schedule WHS**

**Availability:**

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

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	\$420.00 per month
Distribution Charge:	\$0.17054 per Therm
Minimum Bill:	The Customer charge

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

**Special Conditions:**

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

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**SMALL INTERRUPTIBLE SERVICE**  
**Rate Schedule SIS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

**Monthly Rate:**

Customer Charge: \$1,380.00 per month

Distribution Charge: \$0.07817 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

### SMALL INTERRUPTIBLE SERVICE (Continued)

4. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer.  
  
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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. As a condition for receiving service pursuant to this rate schedule, Customer agrees that it will give notice to Company at least 120 days prior to the effective date of any termination of service under this rate schedule which is to be followed by the Company's establishment of service to Customer under a rate schedule providing for firm service.
7. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

## INTERRUPTIBLE SERVICE Rate Schedule IS

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

**Monthly Rate:**

Customer Charge: \$1,580.00 per month

Distribution Charge: \$0.04050 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

### INTERRUPTIBLE SERVICE (Continued)

3. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer.  
  
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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
4. The rates set forth under this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. A Customer which qualifies for service under this rate schedule shall continue to qualify for service hereunder if its usage is decreased below 4,000,000 Therms per year due solely to the Customer's taking thermal energy from a cogeneration facility to which the Company sells Gas or provides transportation service.
7. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

**Monthly Rate:**

Customer Charge: \$1,720.00 per month

Distribution Charge: \$0.01050 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

### INTERRUPTIBLE SERVICE - LARGE VOLUME (Continued)

3. Interruption and Curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer. 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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
4. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
5. Service under this schedule is subject to annual volume review by the Company or any time at the Customer's request. If reclassification to another schedule is appropriate, such classification will be prospective.
6. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

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**CONTRACT INTERRUPTIBLE SERVICE (Continued)**

or remain competitive, but shall have no obligation to do so; provided, however, that the distribution charge shall at all times remain within the limits set forth above. Company will notify Customer at least 48 hours in advance of any change in the distribution charge under this rate schedule.

Customer may at any time request reduction in its distribution charge by completing the form which appears on Sheet No. 8.111 and submitting the same to Company.

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

**Minimum Bill:** The Customer charge.

**Special Conditions:**

1. As a condition for receiving service pursuant to this rate schedule Customer must agree that, on termination of service hereunder, Customer will pay to Company the amount, if any, by which (A) Customer's consumption (in Therms) during the twelve (12) months immediately preceding the date on which service hereunder is terminated, times the applicable interruptible rate, exceeds (B) Customer's consumption (in Therms) during said period, times the distribution charges actually paid for such consumption by Customer.
2. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of such agreement shall be set forth therein but shall not be less than one year.
3. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.
4. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas at the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.



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**OFF-SYSTEM SERVICE (Continued)**

Purchased Gas Adjustment Clause, Energy Conservation Cost Recovery Clause and Competitive Rate Adjustment Clause shall not apply to purchases of Gas made by Customer pursuant to this rate schedule.

**Special Conditions:**

1. Neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Gas or pipeline capacity on any day or during any month, and deliveries pursuant to this rate schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.
2. Amounts payable to Company pursuant to this rate schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-4.
3. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph 3, "net revenues" shall mean the total Distribution Charges received by Company for service pursuant to this rate schedule. Twenty-five percent (25%) of all net revenues shall be retained by Company above the line as regulated revenues, and the remaining seventy-five percent (75%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of Gas recovered through the Purchased Gas Adjustment Clause.
4. Interruption and Curtailment. Company may notify Customer at any time to reduce or cease using Gas. Company will endeavor to give as much notice as possible to Customer.

Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas at the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.

5. For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a nomination to Company specifying the quantity of Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by PGS for delivery shall be "Scheduled Quantities".
6. The point of delivery for all Gas sold pursuant to this rate schedule shall be the delivery point of the delivering Pipeline specified by Customer.
7. Except as modified by the provisions set forth above, service under this rate schedule shall be subject to the Rules and Regulations set forth in this tariff.

### NATURAL CHOICE TRANSPORTATION SERVICE (Continued)

9. Except as modified by the provisions set forth above, service under this Rider shall be subject to the Rules and Regulations set forth in this tariff.
10. If a Customer receiving service pursuant to this Rider has annual consumption greater than or equal to 500,000 therms annually, then the Company will install and maintain facilities for remote monitoring of the Customer's hourly gas flow. The Customer will reimburse the Company for the expense incurred for the investment in and installation of these facilities.
11. A Pool Manager may terminate Gas supply to a Customer pursuant to this Rider electronically via Company's website prior to the sixteenth day of the month as of which such termination will commence on the first day of the Customer's billing period of the next calendar month following receipt by the Company of the aforesaid electronic termination. In the event of non-payment by Customer for charges due, a Pool Manager may terminate Gas supply to a Customer by giving five business days written notice to Company prior to the first day of the month as of which such termination is to be effective. Any such notice shall be accompanied by (a) documentary evidence of the Customer's failure to make payment for a period of at least 60 days, (b) Pool Manager's affidavit that it has made commercially reasonable and good faith efforts to collect the amount due, and (c) a non-refundable termination fee of \$52.00 per account number. A Customer whose Gas supply is terminated by a Pool Manager pursuant to this special condition will automatically return to sales service provided by Company until such time as the Customer elects, subject to the conditions of this Rider, to receive service hereunder through a different Pool Manager. Additional deposit may be required from the Customer to return to sales service.
12. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third-Party Gas Supplier or Customer's Pool Manager) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

**INDIVIDUAL TRANSPORTATION SERVICE RIDER  
RIDER ITS**

**Availability:**

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

**Applicability:**

To firm or interruptible individual transportation service for any non-residential Customer who uses 182,500 therms per year or more and owns Gas that is made available for individual transportation service on the Company's system under Rate Schedules GS-3, GS-4, GS-5, NGVS, WHS, SIS, IS, ISLV, and CIS.

**Monthly Rate:**

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

**Special Conditions:**

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

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

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

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

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

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

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

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**Issued By:** T. J. Szelistowski, President  
**Issued On:**

**Effective:**

**INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)**

is otherwise unable to deliver Gas to Company; and provided further that, after receiving a Company curtailment or interruption notice, unless Company otherwise directs, Customer shall not cause or permit any of its Scheduled Quantities to be curtailed or redirected so as to reduce the quantities delivered at the PGS Receipt Point(s). For all Gas sold by Customer pursuant to this Special Condition 3(b), Company shall pay Customer an amount per MMBtu equal to, at Customer's election:

- (1) the sum of (a) either (i) if the Gas was purchased by Customer pursuant to a contract with an initial term of five (5) or more years providing for firm purchases and sales of Gas, the price at which Customer purchased such Gas, or (ii) the price for spot Gas delivered to Transporter at FGT Zone 2, as reported in the "Daily Price Survey" in *Gas Daily* for the Day in which Company purchased the Gas, and (b) Company's Weighted Average Cost of Capacity for the Month in which Company purchased the Gas plus the FGT FTS-1 usage rate (including any applicable usage surcharges), or
  - (2) Customer's documented delivered cost of such Gas at the PGS Receipt Point(s).
- (c) Excess Gas Taken by Customer During Interruption. Any Gas taken by Customer in excess of the volume of Gas allocated to it by Company during a period of curtailment or interruption under this Special Condition 3 shall be considered to be unauthorized overrun Gas. Company has the right to bill Customer for such unauthorized overrun Gas, in addition to all other charges payable by Customer under its Gas Transportation Agreement or this tariff, at a price equal to the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-3 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken. Payment of an overrun penalty shall not give Customer the right to take unauthorized overrun Gas, nor shall it preclude or limit any other remedies available to Company for Customer's failure to comply with interruption or curtailment orders issued by Company.
- (d) Company agrees to give Customer as much advance notice of a curtailment or interruption of service as is reasonably practicable, which notice shall, in non-emergency circumstances, be at least four (4) hours.
4. Customer's Responsibilities. Company has no responsibility in connection with Customer's arrangements with its supplier(s). Customer shall timely provide to Company (i) good faith estimates of the daily quantities it is likely to nominate for purchase or transportation as far in advance as reasonably practicable and (ii) all information requested by Company in order to comply with Transporter's FERC Tariff and determine Scheduled Quantities. Customer shall designate in writing an individual,

**INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)**

8. Allocation Statements. Gas will be measured at the PGS Receipt Point(s) by the measuring devices of Transporter. Customer shall provide any measurement information it receives to Company within two (2) Business Days of Customer's receipt thereof. Company shall determine the quantity of Gas delivered to Company for Customer's account at the PGS Receipt Point(s), and will provide to Customer a copy of, or applicable excerpt from, each allocation statement received by Company from Transporter within two (2) Business Days of Company's receipt thereof. Final allocation statements provided by Customer's supplier(s) and Transporter shall be conclusive for all purposes under the Gas Transportation Agreement, including without limitation, determining daily quantities actually delivered at the PGS Receipt Point(s) for Customer's account; provided, however, that in the case of any discrepancy between allocation statements, Customer and Company will cooperate to determine which statement is correct; and provided further, however, that unless such discrepancy is resolved to the satisfaction of Company and Transporter, as between Company and Customer, Transporter's allocation statement shall control and shall provide the quantity to be used for all calculations and adjustments under the Gas Transportation Agreement.
9. Inspection. Both Customer and Company shall have the right during the term of the Gas Transportation Agreement and for a period of three (3) years thereafter, upon reasonable prior notice and during normal business hours, to examine the records and documents of the other party to such agreement to the extent necessary to verify the accuracy of any statement or charge made thereunder. Each party to such agreement shall keep each such record and document for a period of three (3) years from the date the same is created or any entry or adjustment thereto is made.
10. Nominations required by the Gas Transportation Agreement shall be submitted electronically in accordance with instructions furnished by the Company, or in the form set forth on Sheet No. 8.115.
11. If a Customer takes service under (a) an interruptible rate schedule or (b) this Rider, then the Company will install and maintain equipment for the monitoring of the Customer's hourly Gas flow. Customer shall reimburse the Company for the expense incurred for the investment in and installation of such equipment.
12. Allocations and Penalties. Company may, in its sole discretion and with at least 12 hours notice within a Day, post a notice on its Internet web site or give notice by e-mail to any ITS Agent or Customer receiving service pursuant to this Rider that the Alert Day provisions of this Special Condition 12 are in effect, whether the Alert Day is an Overage Alert Day or an Underage Alert Day, whether the notice applies system-wide, to an affected area, or to one or more individual ITS Agents or Customers, and the tolerance percentage applicable to the Alert Day; provided, however, that such tolerance percentage shall not be less than 4%. The following provisions of this Special Condition shall apply on any such Day.

**INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)**

- (a) On an Overage Alert Day, to the extent a Customer's Actual Takes or an ITS Customer Pool's aggregated Actual Takes exceed the Customer's Scheduled Quantities or the ITS Customer Pool's aggregated Scheduled Quantities, respectively, such overages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges set forth in paragraph (c) below.
- (b) On an Underage Alert Day, to the extent a Customer's Actual Takes or an ITS Customer Pool's aggregated Actual Takes are less than the Customer's Scheduled Quantities or the ITS Customer Pool's aggregated Actual Takes, respectively, such underages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges set forth in paragraph (c) below.
- (c) Alert Day Charges. For each Alert Day Account established during the preceding Month, Company shall bill to Customer or ITS Agent, and Customer or ITS Agent shall pay to Company, in addition to any other amounts payable pursuant to Customer's Gas Transportation Agreement or this tariff, an Alert Day Charge per MMBtu equal to the higher of (i) the highest Daily Midpoint price for Gas in any FGT Zone as published in *Gas Daily* for the Day on which the Alert Day Account was established, plus FGT's FTS-3 100% load factor rate, or (ii) FGT's City Gate Delivered price for Gas as published in *Gas Daily* for the Day on which the Alert Day Account was established.

The Overage/Underage Level for each Customer's or ITS Customer Pool's Alert Day Account shall be calculated by dividing the Customer's overage or underage (as the case may be) or the ITS Customer Pool's aggregated overage or underage (as the case may be) for such Day by the Customer's Scheduled Quantities or ITS Customer Pool's aggregated Scheduled Quantities for the Day on which the Alert Day Account was established. A Customer's or ITS Agent's failure to receive notice pursuant to this Special Condition 12 shall not excuse Customer or ITS Agent from any Alert Day Charges assessed hereunder.

If an ITS Agent fails to pay any undisputed Alert Day charges imposed by the Company on the ITS Customer Pool within sixty (60) Days after the date on which they are imposed, Company will bill each individual Customer in the ITS Customer Pool and each such Customer will be responsible for, and pay to Company, such undisputed Alert Day charges (if any) as would have been payable by such Customer for such Alert Day in the absence of the ITS Agent Agreement.

- (d) Revenues derived from Alert Day Charges imposed by Company pursuant to this Special Condition 12 on any Day shall be netted against any FGT penalty charges incurred by Company for the same Day. Any remaining revenue (less Regulatory Assessment Fees attributable thereto) shall be credited to the Purchased Gas Adjustment Clause.

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**NATURAL GAS SERVICE TERMS AND CONDITIONS:**

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

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

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

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation. A customer receiving gas service under the residential or commercial standby generator tariff rate shall be obligated to remain on that schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

**UNDERGROUND FACILITIES:**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

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**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**CONSTRUCTION DEPOSIT AGREEMENT**

This CONSTRUCTION DEPOSIT AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into between PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation (hereinafter called "COMPANY"), and \_\_\_\_\_ (hereinafter called "APPLICANT") of \_\_\_\_\_ County, Florida. Company and Applicant, in consideration of the premises and of other valuable consideration, hereby agree as follows:

(1) That Company will extend its gas main and/or service as follows:

a total distance of \_\_\_\_\_ feet (hereinafter referred to as the "EXTENSION"). The route of said Extension is shown as Exhibit "A" hereto attached and hereby made a part hereof.

(2) Without any right to refund, except solely as provided in paragraphs (3) and (4) hereof, Applicant will pay to Company \$ \_\_\_\_\_ in advance of actual construction [said amount being the cost of the Extension, less the Maximum Allowable Construction Cost ("MACC") thereof (determined in accordance with Company's tariff on file with the Florida Public Service Commission), and less an allowance to Applicant of \$ \_\_\_\_\_ for \_\_\_\_\_ bona fide customer(s) to be connected to said Extension].

(3) At the end of the first year following the date on which gas service to Applicant is initiated by Company, at the Applicant's request the Company shall recalculate the MACC. A re-estimation of the annual revenue (considering the actual revenue derived during the first year) shall be used in such recalculation. If the MACC so re-calculated exceeds the MACC used to determine the amount paid by Applicant to Company pursuant to paragraph (2) hereof, Company shall refund to Applicant an amount equal to such excess.

(4) For each additional customer connected at any point on said Extension within a period of four years after the date of completion of said Extension, Company further agrees to refund to Applicant an amount by which the MACC for such additional customer exceeds the cost of connecting such customer, provided that an additional extension shall not have been necessary to serve such additional customer.

(5) The aggregate refund to Applicant made through the provisions of the foregoing paragraphs (3) and (4) shall at no time exceed the original deposit of Applicant.

(6) The Extension shall at all time be the property of Company. Any unrefunded portion of Applicant's deposit hereunder, at the end of four (4) years from the date of completion of the Extension covered by this Agreement, shall become the property of the Company.

Applicant acknowledges having read and understood the General Terms and Conditions on the reverse side hereof and agrees to said terms and conditions, which are made a part hereof.

DATED AND EXECUTED at \_\_\_\_\_, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT \_\_\_\_\_

PEOPLES GAS SYSTEM, a division of  
TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

G.S.A. NO. \_\_\_\_\_

Business Partner NO \_\_\_\_\_

Installation NO \_\_\_\_\_

(Front Side)



(Back Side)

## GENERAL TERMS AND CONDITIONS

I. It is agreed that no refund or repayment will be made for any customer not connected directly to the Extension covered by this Agreement, and after the expiration of the periods of time provided in paragraphs (3) and (4) no further refunds or repayments shall be made by Company to Applicant.


II. The Company's obligation to construct the Extension provided for herein will be carried out promptly, subject to an adequate supply of gas to serve the customer(s) to be connected to the Extension, and subject to applicable laws, rules and regulations of governmental authorities and to any delay occasioned by Force Majeure or events or conditions of whatsoever nature reasonably beyond the Company's control.

III. In the event the cost of construction contemplated herein is increased or decreased significantly, for any reason, prior to commencement of such construction, the amount of deposit provided for herein shall be increased or decreased by mutual agreement of Company and Applicant, with such agreement to be memorialized in a separate writing, or this Agreement may be canceled by either party if no such agreement is reached.

IV. Applicant understands that Company shall not be obligated or required to construct the Extension contemplated by this Agreement in advance of and prior to the construction of Extensions covered by contracts and authorizations which were entered into by Company prior to the date of this Agreement, or Extensions required to be constructed by the provision of Company's franchise or construction required to maintain existing service.

V. Title to said Extension, including its pipes and appurtenances, connections thereto and extensions thereof, including the right to use, operate and maintain same, shall forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.

**GAS BILL**



**ACCOUNT INVOICE**

[f](#) [t](#) [p](#) [s](#) [in](#)

**Account:**  
Statement Date:  
**Current month's charges due**

VOID VOID VOID

**Details of Current Month's Charges – Service from - to**

Service for: 1234 Main Street, City, FL 31234 Rate Schedule:

Meter Number	Read Date	Current Reading	- Previous Reading	= Measured Volume	x BTU	x Conversion =	Total Used	Billing Period
								<b>Peoples Gas Usage History</b>
								Terms Per Day (Average)
Customer Charge						\$		
Distribution Charge				@ \$		\$		
PGA				@ \$		\$		
Florida Gross Receipts Tax						\$		
<b>Natural Gas Service Cost</b>						<b>\$</b>		
Franchise Fee						\$		
Municipal Public Service Tax						\$		
<b>Total Natural Gas Cost, Local Fees and Taxes</b>						<b>\$</b>		
<b>Miscellaneous Charges</b>								
CCHS Inside Line Protect				X \$		\$		
<b>Total Miscellaneous Charges</b>						<b>\$</b>		
<b>Total Current Month's Charges</b>							<b>\$</b>	

(Front Side)

## GAS BILL (Continued)



### Contact Information

#### Residential Customer Care

813-223-0800 (Tampa)  
863-299-0800 (Lakeland)  
352-622-0111 (Ocala)  
954-453-0777 (Broward)  
305-940-0139 (Miami)  
727-826-3333 (St. Petersburg)  
407-425-4662 (Orlando)  
904-739-1211 (Jacksonville)  
877-832-6747 (All other counties)

#### Commercial Customer Care

866-832-6249

#### Hearing Impaired/TTY

711

#### Natural Gas Outage

877-832-6747

#### Natural Gas Energy Conservation Rebates

877-832-6747

#### Mail Payments to

TECO  
P.O. Box 31318  
Tampa, FL 33631-3318

#### All Other Correspondence

Peoples Gas  
P.O. Box 111  
Tampa, FL 33601-0111

### Understanding Your Natural Gas Charges

**BTU** – British thermal unit – a unit of heat measurement.

**Budget Billing** – Optional plan takes the highs and lows out of monthly natural gas bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

**Buried Piping Notification** – Federal regulations require that Peoples Gas notify our customers who own buried piping of the following: 1) When excavating near buried gas piping, the piping should be located in advance; 2) The gas supplier does not own or maintain the customer's buried piping; 3) Buried piping that is not maintained may be subject to corrosion and/or leakage. Buried piping should be inspected periodically and any unsafe conditions repaired. Licensed plumbers, heating and air conditioning contractors, or Peoples Gas can conduct inspections.

**Conversion Factor** – This factor is used to adjust for variations from standard delivery pressure and standard delivery temperature where applicable.

**Customer Charge** – A fixed monthly amount to cover the cost of providing gas service. This charge is billed monthly regardless if any gas is used.

**Distribution Charge** – Covers the costs of moving gas from its source to your premise, other than the cost of gas itself.

**Estimated** – If Peoples Gas was unable to read your gas meter, "ESTIMATED" will appear. Your gas use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

**Florida Gross Receipts Tax** – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

**Florida State Tax** – A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

For more information about your bill, please visit [peoplesgas.com](http://peoplesgas.com).

#### Your payment options are:

- Schedule free one-time or recurring payments at [peoplesgas.com](http://peoplesgas.com) using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at a local payment agent. For a listing of authorized payment agents, visit [peoplesgas.com](http://peoplesgas.com) or call Customer Care at the number listed above.
- Pay by credit or debit card using KUBRA EZ-PAY at [peoplesgas.com](http://peoplesgas.com) or call 866-689-6469.  
(A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

**Please note:** If you choose to pay your bill at a location not listed on our website or provided by Peoples Gas, you are paying someone who is not authorized to act as a payment agent of Peoples Gas. You bear the risk that this unauthorized party will relay the payment to Peoples Gas and do so in a timely fashion. Peoples Gas is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Por favor, visite [peoplesgas.com](http://peoplesgas.com) para ver esta información en español.

(Back Side)

## FINAL NOTICE

### FINAL NOTICE

123456789123

NAME  
ADDRESS  
CITY, ST ZIP

TOTAL AMOUNT DUE \$XX.XX

STATEMENT DATE  
Xx XX, 20XX

To avoid having your natural gas service disconnected, full payment of **\$XX.XX** is due by **XXX XX, 20XX**. This balance may not be eligible for a payment arrangement to extend the due date. If you have already paid this balance, thank you.

If full payment of **\$XX.XX** is not received, your natural gas service will be scheduled for disconnection. Upon reconnection of your natural gas service, a reconnect fee of \$XX.XX will be billed to your account. Or, if you request your natural gas service to be reconnected on the same day of full payment or outside of normal business hours, a charge of \$XXX.XX will be billed to your account. If you have multiple meters, additional charges per meter will apply.

You can pay your final notice bill online at [peoplesgas.com](http://peoplesgas.com). If you pay at a payment agent, please allow three business days for the payment to post.

**Please note, the due date on any new bill you receive will not extend this final notice amount or due date.** Payments received may be applied to other past due items on this account, including deposits. Due to your payment history, this account may be subject to removal from certain billing and payment programs.

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PGS Rev 8/02

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

TO: \_\_\_\_\_ (Title)

Peoples Gas System  
P. O. Box 2562  
Tampa, Florida 33601-2562

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

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

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

(list all)

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

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

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

[SEAL]

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

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

<sup>1</sup> A non-refundable termination fee in the amount of \$52.00 per account number must accompany this Notice and Affidavit.

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

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**RESERVED FOR FUTURE USE**

## NOMINATION FORM



**Nomination Form**  
**TECO**  
**Peoples Gas**

(Nomination submission may be by electronic submission or general email)

ATTENTION: NOMINATIONS  
FAX: (813) 228-1545  
EMAIL: PGSGasTransportation@tecoenergy.com

Date Submitted: \_\_\_\_\_

Contact Data					
PREPARED BY:	Telephone #	Company Name	Svc Req #	Start Gas Day	End Gas Day

PNT Nominations							
Svc Req K <small>(Customer Contract #)</small>	Svc Req Name <small>(Customer)</small>	Rec Loc #	Rec Loc Name	Rec Qty <small>(in therms)</small>	Del Loc # <small>(customer contract #)</small>	Del Loc Name <small>(customer name)</small>	Nom Del Qty in therms <small>(less PGS fuel)</small>
<b>Total Rec Qty (in Therms)</b>					<b>TOTAL DEL QTY (in therms)</b>		

Upstream					Downstream		
Up ID (duns #)	Up ID Name	UP K#	Rec Qty	Pipeline Name	Svc Req K <small>(Customer Contract #)</small>	Svc Req Name	Del Qty in Therms <small>(less PGS Fuel)</small>
<b>TOTAL REC QTY (in therms)</b>					<b>TOTAL DEL QTY (in therms)</b>		

**Issued By:** T.J. Szelistowski, President  
**Issued On:**

**Effective:**

**THIS SHEET CANCELS  
ORIGINAL SHEET NO. 8.115-1 THROUGH 8.115-7**

**THE NEXT SHEET IS NO. 8.116**

"Capacity Release Agreement" means the Master Capacity Release Agreement between PGS and Pool Manager dated as of even date herewith, as the same may be amended from time to time.

"Contract Number" means Peoples Gas System transportation account identifier obtained by the third-party natural gas provider in the Quorum Gas Management online system or any successor system thereto.

"Customer" means the person or entity responsible for a Customer Account.

"Customer Account" means each account included in the Customer Pool.

"Customer Pool" means, collectively, the Customer Accounts identified by PGS pursuant to Section 4.1.

"Day" has the meaning given in the Capacity Release Agreement.

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

"FGT's FERC Tariff" means FGT's effective FERC Gas Tariff, as amended, supplemented or superseded from time to time.

"Firm" means: (i) with respect to the sale and purchase of Gas, that Pool Manager is obligated to sell and deliver and a Customer is obligated to purchase and receive the quantity of Gas specified, except as excused by an event of Force Majeure, and (ii) with respect to transportation, that Transporter of Gas is obligated to make available a quantity of pipeline capacity, without interruption except as excused by an event of force majeure under Transporter's Tariff, sufficient to enable Pool Manager to perform its obligations under this Agreement.

"Gas" means "Gas" as defined in Transporter's Tariff.

"Month" has the meaning given in the Capacity Release Agreement.

"Monthly Imbalance Amount" means, for a Month, the positive or negative whole number difference determined by subtracting the Actual Takes for such Month from the sum of the ADQs for such Month (less the Retainage).

"OFO" means an Operational Flow Order as defined in Transporter's Tariff.

"Primary Delivery Point(s)" means the Transporter Delivery Point(s) identified as the Primary Transporter Delivery Points in the Capacity Release Agreement, subject to modification by PGS from time to time.

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

"Transporter" means, for purposes of this Agreement and the Capacity Release Agreement, individually or collectively as the context requires, any upstream pipeline(s) on which Firm Transportation Capacity Rights are being temporarily released by PGS to Pool Manager pursuant to the Capacity Release Agreement for purposes of serving the Customer Pool.

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

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

## **ARTICLE II - TERM; PROGRAM CHANGES**

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

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

## **ARTICLE III - NON-PAYMENT BY CUSTOMER**

Pool Manager may terminate its obligation to deliver Gas hereunder for a Customer Account for non-payment of charges due Pool Manager by giving five days’ written notice to PGS prior to the first Day of the Month as of which such termination is to be effective. Any such notice shall be accompanied by (i) documentary evidence of the Customer’s failure to make payment for a period of at least 60 days, (ii) Pool Manager’s affidavit that it has made commercially reasonable and good faith efforts to collect the amount due and (iii) a non-refundable termination fee of \$52.00.

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RESERVED FOR FUTURE USE



## DATA ACCESS AGREEMENT

This Data Access Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Peoples Gas System, a division of Tampa Electric Company, a Florida corporation** ("PGS"), and \_\_\_\_\_, a \_\_\_\_\_ ("Subscriber").

### WITNESSETH

WHEREAS, PGS owns, operates and maintains natural gas measuring and regulating station facilities at \_\_\_\_\_ ("Facilities"); and,

WHEREAS, Subscriber is a customer of PGS, and wishes to receive electronically data regarding Subscriber's natural gas usage ("Data");

WHEREAS, PGS is willing, subject to the terms and conditions contained below, to install, on the Facilities, certain electronic data gathering devices, including, where necessary, lines for transmission of electric power and electronic data (collectively, "Devices") that will make it possible for Subscriber to receive the Data.

NOW, THEREFORE, PGS agrees, subject to the terms and conditions contained in this Agreement, to install, operate, maintain, repair, replace and remove the Devices at the Facilities. The Data drawn from the Devices will be made available at data ports or designated analog or discrete output (collectively, the "Ports"). All Data provided to Subscriber shall be used for the sole purpose of evaluating and managing its internal usage.

Subscriber shall, within thirty (30) days of receiving an invoice, reimburse PGS for all expenses incurred by PGS in connection with, or incidental to, the installation, operation, maintenance, repair, replacement or removal of the Devices. PGS is only providing the Devices; Subscriber shall be responsible for procuring, installing and maintaining, at its own cost and expense, all computer hardware and software necessary for its own receipt and use of the Data.

Agreement shall remain in force and effect until the first to occur of (i) discontinuation of Subscriber's status as a customer of PGS, or (ii) termination of this Agreement by PGS or Subscriber on thirty (30) days written notice to the other party. In addition, PGS shall have the right to suspend the transmission of Data, and/or disconnect the Facilities during any period in which, in PGS' sole judgment, the Devices pose a threat of interference with the operation of, or access to, the Facilities, or otherwise poses a risk to person or property.

Subscriber hereby grants to PGS such access as is reasonably necessary for the installation, operation, maintenance, repair, replacement or removal of the Devices.

---

**Issued By:** T. J. Szelistowski, President  
**Issued On:**

**Effective:**

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

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

Subscriber shall not attempt, and shall not permit any third party to attempt, to adjust, modify or remove the Devices without the prior written approval of PGS. Subscriber agrees to protect, indemnify and hold PGS harmless from and against any and all liability, costs, damages and expenses in any way attributable to Subscriber's failure to comply with this Agreement or Subscriber's negligence or fault. This indemnification shall include, but is not limited to, (1) PGS' attorney's fee and court costs, and (2) any liability, costs, damages and expenses resulting from the use of the data signal from the Port. This indemnification provision is in addition to (and does not replace) similar provisions relating to the same subject matter in the Gas Transportation Agreement, if applicable.

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

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

**PEOPLES GAS SYSTEM, a division  
of TAMPA ELECTRIC COMPANY**

**NAME OF SUBSCRIBER**  
\_\_\_\_\_

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

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

**Issued By:** T. J. Szelistowski, President  
**Issued On:**

**Effective:**



## MyQuorum Peoples Gas Access Form

Please Check One: 

	New User ID		Delete User ID
--	-------------	--	----------------

Date: \_\_\_\_\_

Business Associate Name: \_\_\_\_\_

Peoples Gas System Account Number: \_\_\_\_\_

Duns Number: \_\_\_\_\_

---

### Business Partner Information

Contact Person Name: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Mailing Address (include city, state & zip code): \_\_\_\_\_

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### Business Partner Role

Check applicable role(s):

- Shipper** (Submit & View Nominations, Imbalance Trading, and the Authorization to Post Imbalance)
- Analyst** (NCTS Enrollment/De-Enrollment Submission and Update LOA Contact Information)
- Designee** (Authorized Access to a Third-Party Natural Gas Supplier's PGS Records)

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### Approved by Business Partner Authorized Company Representative or Designee

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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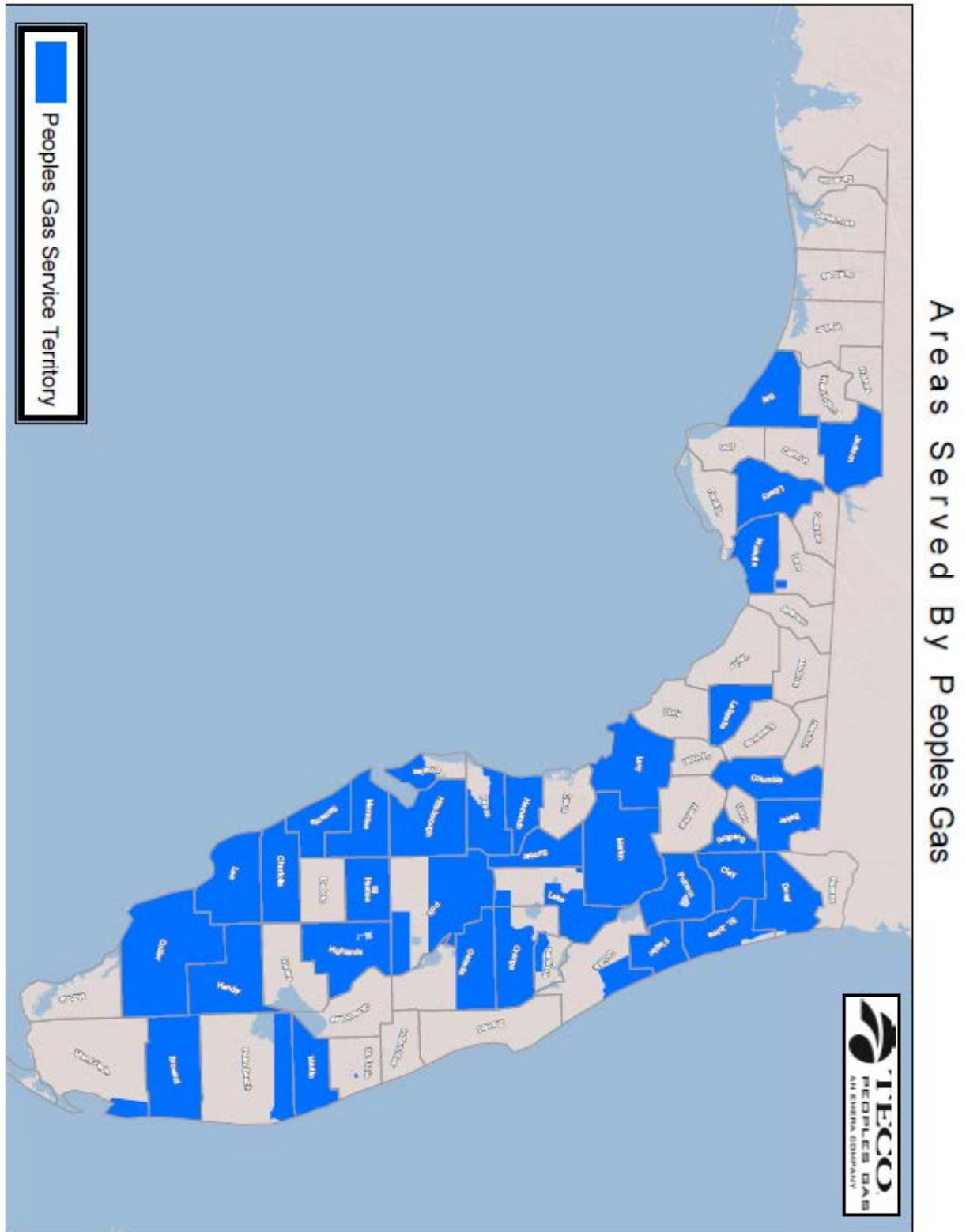
Please return this document to:  
[PGSGASTRANSPORTATION@TECOENERGY.COM](mailto:PGSGASTRANSPORTATION@TECOENERGY.COM)

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Issued By: T.J. Szelistowski, President  
Issued On: \_\_\_\_\_

Effective: \_\_\_\_\_

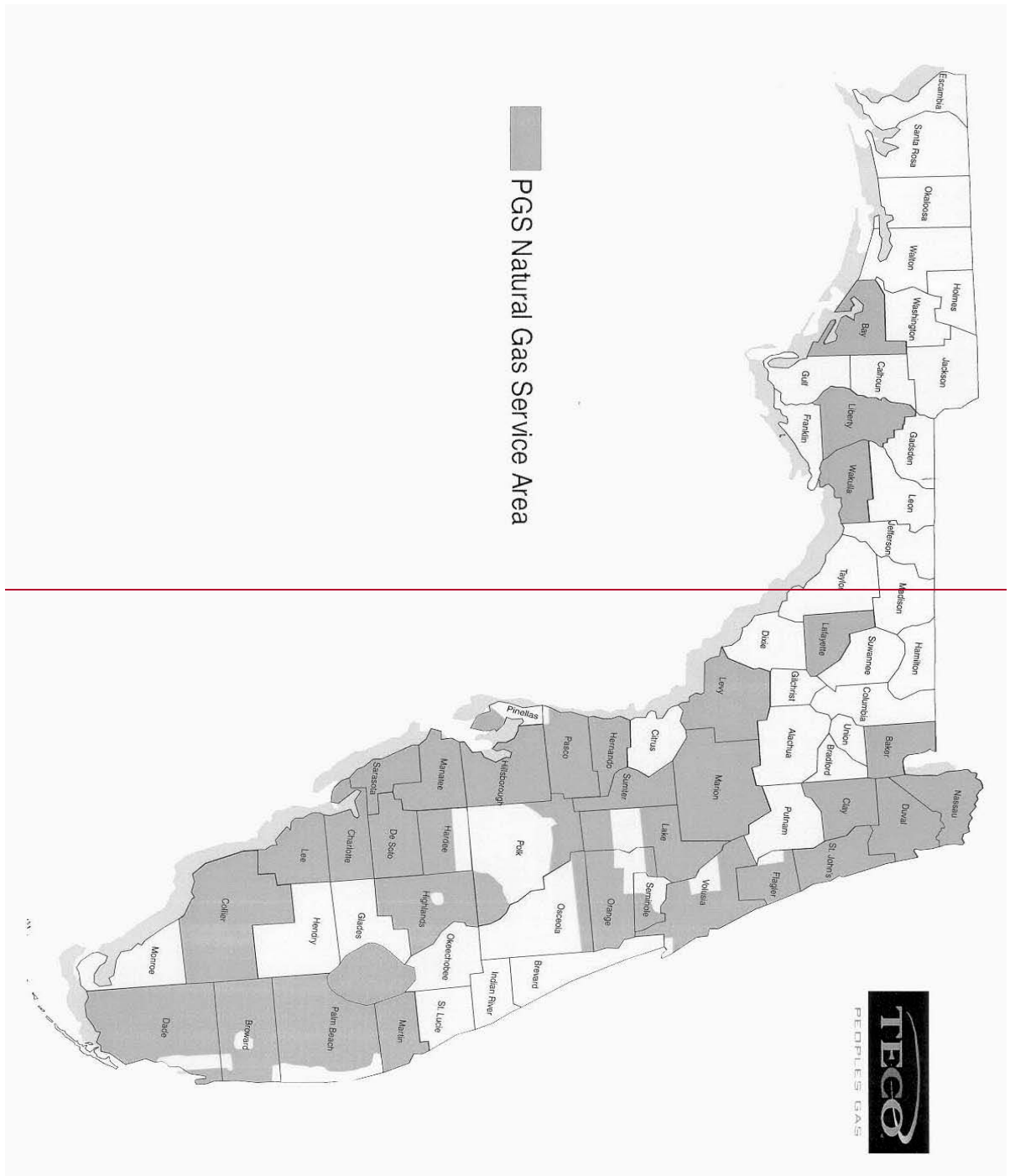
Peoples Gas System



Service Territory

**Original Volume No. 3**

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



## RULES AND REGULATIONS

### I

#### INITIATION OF SERVICE

##### A. REQUEST FOR GAS SERVICE

Gas Service may be requested by a prospective Customer by:

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

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

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

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

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

##### D. MISCELLANEOUS SERVICE CHARGES

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

	RESIDENTIAL	OTHER
<b>ACCOUNT OPENING CHARGE</b> (applies only where a change of Customer occurs and Gas Service is not shut off at the premises)	<del>\$28.00</del> <u>\$24.00</u>	<del>\$28.00</del> <u>\$24.00</u>
<b>METER TURN ON / SERVICE INITIATION CHARGE</b> (applies where service is inactive) for initial	<del>\$50.00</del> <u>\$63.00</u> for initial unit or meter <del>\$15.00</del> <u>\$29.00</u> for each additional unit	<del>\$75.00</del> <u>\$100.00</u> unit or meter <del>\$30.00</del> <u>\$34.00</u> for each additional unit

or meter

or meter

**RULES AND REGULATIONS (Continued)**

	RESIDENTIAL	OTHER
<p><b>METER RECONNECTION/  SERVICE RESTORATION CHARGE</b>  (applies where service  <b>initial</b> has been turned off for cause and  includes cost of turn-off)</p>	<p><del>\$70.00</del><u>\$7.00</u> for initial  unit or meter  <del>\$15.00</del><u>\$28.00</u> for each  <b>additional unit</b>  or meter</p>	<p>\$100.00 for  unit or meter  <del>\$20.00</del><u>\$32.00</u> for each  <b>additional unit</b>  or meter</p>
<p><b>TRIP CHARGE/COLLECTION AT  CUSTOMER PREMISES</b>  (applies when Company's employee,  agent, or representative makes a trip to  Customer's premises for the purpose of  terminating Gas Service or providing final  notice of termination for nonpayment of bills)</p>	<p><del>\$20.00</del><u>\$25.00</u></p>	<p><del>\$20.00</del><u>\$25.00</u></p>
<p><b>FAILED TRIP CHARGE AT  CUSTOMER PREMISES</b>  (applies when the Customer fails  to keep a scheduled appointment  with the Company's employee,  agent or representative)</p>	<p>\$25.00</p>	<p>\$25.00</p>
<p><b>TEMPORARY METER TURN-OFF CHARGE</b>  (applies when Company's employee,  agent or representative, turns off  Customers' meter temporarily  at Customer's request)  <b>per meter</b></p>	<p><del>\$20.00</del><u>\$30.00</u> per meter</p>	<p><del>\$20.00</del><u>\$30.00</u></p>

Where Gas Service is established outside of normal business hours, by special appointment, or same day service the charges set forth above multiplied by 1.5.



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## RULES AND REGULATIONS (Continued)

### E. WITHHOLDING OF GAS SERVICE

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

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

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

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

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

#### Fraudulent Use of Gas:

Company will discontinue Gas Service without notice:

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

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

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

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**RULES AND REGULATIONS (Continued)**

**F. LIMITATION OF USE**

Gas delivered to a Customer shall be for such Customer's own use and shall not be resold by such Customer, either by submetering or otherwise, unless such resale has been authorized by the Commission.

In case of any unauthorized submetering, sale, or disposition of Gas by a Customer, Gas Service to such Customer may be discontinued and, if discontinued, such Gas Service will not be restored until such unauthorized activities have ceased and all bills outstanding have been paid in full. Billings for Gas sold or disposed of by the Customer may be recalculated under appropriate rate schedules and, in addition, a bill may be rendered to the Customer for all expenses incurred by the Company ~~for including but not limited to,~~ clerical work, testing, and inspections in connection with such recalculation.

**G. PRESSURE**

Company shall make reasonable efforts to maintain its Standard Delivery Pressure at the point of delivery. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain that delivery pressure.

Prospective industrial and large commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of the Company to determine the pressure that the Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.

II

**CUSTOMER'S INSTALLATION**

**A. GENERAL**

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

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

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

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

**C. CHANGES IN CUSTOMER'S INSTALLATION**

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

**D. RIGHT OF WAY**

Customer shall grant to Company, without cost to Company, all rights, easements, permits and privileges which in Company's opinion are necessary for the rendering of Gas Service. Customer will furnish to Company, without charge, an acceptable location for Company's Meter.

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**CUSTOMER'S INSTALLATION (Continued)**

**E. PROTECTION OF COMPANY'S PROPERTY**

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

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

**F. ACCESS TO PREMISES**

Customer shall give Company's employees and representatives access to Customer's property so that Company may operate, inspect and maintain its facilities on Customer's premises. Installation of the Company's facilities may require that Company be granted an easement.

**G. OPERATION OF COMPANY'S FACILITIES**

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

IV

**BILLING**

**A. BILLING PERIODS**

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

It is the Customer's (both sales service and transportation service Customers) obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

**B. INITIAL OR FINAL BILLS**

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

**C. NON-RECEIPT OF BILLS**

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

**D. METER READINGS NOT COMBINED**

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

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

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

**E. DELINQUENT BILLS**

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

## BILLING (Continued)

### F. DISCONTINUANCE OF SERVICE AND/OR CHANGE OF OCCUPANCY

Unless otherwise provided in the specific rate schedule under which Customer receives Gas Service, a Customer intending to discontinue Gas Service shall furnish notice of such intent to Company not less than five (5) business days prior to the desired date of such discontinuation.

Customer shall be responsible for all Gas Service provided to the premises at which discontinuance is desired until the expiration of five (5) business days following Company's receipt of the notice required above.

Company will automatically terminate Gas Service to a Customer after acceptance by Company of a Gas Service Agreement from a succeeding occupant of the premises previously occupied by the Customer requesting termination of Gas Service.

### G. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT OF BILLS

Gas Service ~~may~~**will** be discontinued for non-payment of bills but only after Company has made a diligent attempt to have the Customer make payment, including at least five (5) business days' written notice to Customer, such notice being separate and apart from any bill for Gas Service, unless the controversy over the non-payment has been resolved through mutual agreement, or successfully disputed by Customer.

Notwithstanding the foregoing sentence, Company shall provide a limited extension of time, not to exceed thirty (30) days beyond the date Gas Service would normally be subject to discontinuance for non-payment of bills, to a residential Customer whose Gas Service is medically essential, as affirmed by the certificate of a medical doctor licensed to practice in Florida (a "Medically Essential Service Customer"). Gas Service is "medically essential" if the residential Customer has a medical dependence on Gas-powered equipment that must be operated continuously or as circumstances require to avoid the loss of life or immediate hospitalization of the Customer or another permanent resident of the premises where Gas Service is rendered. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of Gas Service is medically essential. The Company shall provide the Medically Essential Service Customer with written notice specifying the date service will be discontinued based on the limited extension referenced above. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for Gas Service rendered by Company and for which payment is past due, or making other arrangements for meeting the medically essential needs. No later than 12 noon one day prior to the scheduled disconnection of service to a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the Company cannot reach such customer or other adult resident of the premises by telephone by the specified time, a Company field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically

## MEASUREMENT (Continued)

- e. Unless determined to be otherwise by a gravity balance the specific gravity of the flowing Gas shall be assumed to be 0.6.
  - f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for flowing temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyles Law by use of the appropriate supercompressibility factor.
3. Sales and Transportation Unit
- a. The sales and transportation unit of the Gas shall be the Therm, being 100,000 BTUs. The number of Therms billed to a Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at the Standard Delivery Pressure and 60 degrees Fahrenheit, by the total heating value of such gas in BTUs per cubic foot and dividing the product by 100,000.
  - b. The total heating value of the Gas delivered to the Customer shall be determined as that reported monthly by the Company's Gas transporters, provided such value is applicable to the Gas delivered to the Customer, or such value shall be determined by the Company by use of a calorimeter or other instrument suitable for heating value determination. The total heating value shall be corrected to and expressed as that contained in the Unit of Sales and Transportation Volume defined above.
4. Quality
- All Gas delivered or caused to be delivered into the Company's facilities shall conform to the Gas quality specifications set forth in the FERC or FPSC Tariff of the pipeline company that delivers such Gas to a Receipt/Delivery Point on the Company's system or in the event Gas is delivered to the Company's facilities other than by a pipeline company, such Gas shall be merchantable and
- a. be free of objectionable liquids and solids and be commercially free from dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the Gas in the course of transportation through the interstate or intrastate pipeline or the Company's system or which could cause inaccurate measurement;
  - b. be free from noxious and harmful fumes when burned in a properly designed and adjusted burner;
  - c. not contain more than 20 grains of total sulfur or 0.25 grains of hydrogen sulfide per 100 cubic feet of Gas;
  - d. not contain more than 3% by volume of carbon dioxide or nitrogen;

### MEASUREMENT (Continued)

- e. not contain more than 1% by volume of oxygen;
- f. not contain more than 7 pounds of water per 1,000 MCF;
- g. have a temperature of not more than 120 degrees Fahrenheit, nor less than 40 degrees Fahrenheit;
- h. have a maximum Wobbe value of 1,396
- i. have a gross heating value of at least 1,000 BTU per cubic foot of dry Gas but not higher than 1,075 BTU per cubic foot of dry Gas at 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

To the extent within its control, the Company shall deliver Gas which is free of dangerous or objectionable quantities of impurities such as hydrogen sulfide or other impurities which may cause excessive corrosion of Mains or piping or from noxious or harmful fumes when burned in a properly designed and adjusted burner. This provision is intended to protect the health and safety of the public and in no manner does it guarantee compatibility with the operation of delicate or sensitive machinery, instruments, or other types of apparatus which may be damaged by moisture, grit, chemicals or other foreign substances which may be present in the Gas but which are nevertheless within limits recognized as allowable in good practice.

~~Company, at its sole option, may refuse to accept any Gas or RNG tendered to Company by a Customer or for its account if such Gas or RNG does not meet the requirements of this paragraph 4 at the time of such tender.~~

Company may refuse to accept any Gas or RNG tendered to Company by a Customer or for its account which fails to conform with the Quality standards described above. Company, in its reasonable discretion, may waive the Quality standards for gas delivered into its pipeline system, provided such waiver will not affect Company's ability to maintain adequate service to its Customers. Such waiver must be in writing and duly executed by the Company.



VI

**MAIN AND SERVICE EXTENSIONS**

**A. MAIN EXTENSIONS**

Whenever a prospective Customer or other person, such as a real estate developer, municipality, township, county, or other authority ("Depositor"), requests Gas Service at a location where the Company does not have a Main, the Company will extend its Mains and Services to serve the prospective Customer or Customers under the following conditions (for provisions governing installation of service lines only, see VI.B):

1. The extension of Gas Service to the prospective Customer will not jeopardize Gas Service to existing Customers.
2. The maximum capital cost to be incurred by the Company for an extension of Main and Service facilities shall be defined as the Maximum Allowable Construction Cost. The Maximum Allowable Construction Cost shall equal ~~four-ten~~ (410) times the estimated annual revenue to be derived from the facilities less the cost of Gas. Where the Company, in its reasonable discretion, believes that there is significant uncertainty regarding the revenues to be derived from service provided through the requested extension of Main and Service facilities, the Company shall use reasonable efforts to calculate the MACC giving due consideration to such uncertainty.
3. Where the facilities to be installed will require an investment by the Company in excess of the Maximum Allowable Construction Cost, the Company will construct the necessary facilities provided the Customer or Depositor deposits with the Company an amount equal to the excess of the estimated construction cost over the Maximum Allowable Construction Cost. In this case, the Company and the Depositor will then enter into a Construction Deposit Agreement which will provide for either a) the receipt of the deposit by the Company and including terms and conditions for refund to the Depositor or b) a mutually agreeable pay arrangement that will provide for the guaranteed throughput/revenue for the prospective Customer or project. In consideration of the Company's having to use the deposit to finance the installation of facilities, the deposit made by the Depositor will be non-interest bearing.
4. Refund of Deposits: Deposits shall be refunded to Depositors in accordance with the following procedures.
  - a. At the end of the first year following the date on which Gas Service to the Depositor is initiated by the Company, at the Customer's request the Company shall recalculate the Maximum Allowable Construction Cost. A re-estimation of the annual revenue (considering the actual revenue derived during the first year) shall be used in such recalculation. The Company shall refund

## VII

### LIMITS OF COMPANY'S RESPONSIBILITIES

The Company shall not be liable for any property damage, fatality, or personal injury sustained on the Customer's premises resulting from the Customer's Installation or the gas pipe, fittings, appliances and apparatus of any type of others on Customer's premises. The Company will not be responsible for the use, care or handling of Gas ~~delivered to Customer after it passes from the Company's lines on the Customer's side of the Point of Delivery~~ once the Gas passes the Point of Delivery. The Company shall not be liable to the Customer for naturally occurring or other impurities, regardless of the source, such as water, sand, black powder, sulfur, butane, or other chemicals or compounds in the Gas delivered to Customer.

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

## VIII

### CONTINUITY OF SERVICE

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

## IX

### LIMITATION ON CONSEQUENTIAL DAMAGES

Customer shall not be entitled to recover from Company any consequential, indirect, unforeseen, incidental or special damages, such as loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement property or equipment, diminution in value of real property, or expenses to restore operations, or loss of goods or products.

**X**

**INDEMNITY TO COMPANY**

The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss or damage or injury to person or property or for fatality, in any manner directly or indirectly connected with or ~~growing-arising~~ out of the transmission, distribution or use of Gas by the Customer at or on the Customer's side of the Point of Delivery or in any manner directly or indirectly connected with or arising out of the Customer's ~~negligent~~ acts or omissions.

**XI**

**APPEALS TO THE COMMISSION**

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

COUNTIES AND COMMUNITIES SERVED

COUNTIES

COMMUNITIES

Baker County

Glen St. Mary  
Macclenny  
Sanderson  
Unincorporated Baker County

\*Bay

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

Bradford

Unincorporated Bradford County

Broward

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

~~Charlotte~~

~~Charlotte~~ ~~Charlotte~~ ~~HarborPort~~

Peoples Gas System  
a Division of Tampa Electric Company  
Original Volume No. 3

~~First~~ Second Revised Sheet No. 6.101  
Cancels ~~Original~~ First Revised Sheet No. 6.101

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~~Punta Gorda  
Unincorporated Charlotte County~~

~~\*Panama City Operating Area~~

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

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(877) TECO-PGS / (877) 932-6747

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Issued By: ~~William N. Cantrell~~ T. J. Szelistowski, President  
Issued On: ~~December 31, 2002~~

Effective: ~~January 16, 2003~~

COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Charlotte

Englewood  
Port Charlotte  
Punta Gorda  
Unincorporated Charlotte County

Clay

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

Collier

Bonita Shores  
Golden Gate  
Marco Island  
Naples  
Pelican Bay  
Vanderbilt  
Vanderbilt Beach  
Unincorporated Collier County

Columbia

Unincorporated Columbia County

Dade

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

Duval

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

Gilchrist

Unincorporated Gilchrist County



COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Highlands

Avon Park<sup>1</sup>  
~~Sebring~~  
Unincorporated Highlands County

Hillsborough

Apollo Beach  
Brandon  
~~Gibson~~  
~~Lithia~~  
~~Lutz~~  
~~Plant City~~  
~~Riverview~~  
~~Rocky Point~~  
~~Ruskin~~  
~~Seffner~~  
~~Sun City Center~~  
~~Tampa~~<sup>1</sup>  
~~Temple Terrace~~  
~~Thonotosassa~~  
~~Valrico~~  
Wimauma  
Unincorporated Hillsborough County

Jackson

~~Alford~~  
~~Cottondale~~  
Unincorporated Jackson County

<sup>2</sup>Lafayette

Unincorporated Lafayette County

<sup>2</sup>Lake

~~Clermont~~  
~~Dona Vista~~  
~~Eustis~~<sup>1</sup>  
Grand Island  
Howey-in-the-Hills  
~~Lady Lake~~  
~~Lisbon~~  
Mount Dora  
Sorrento  
Tavares  
The Villages  
Umatilla  
Unincorporated Lake County

Lee

~~Bonita Bay~~  
~~Bonita Beach~~  
~~Bonita Springs~~  
~~Cape Coral~~  
~~Estero~~  
~~Fort Myers~~<sup>1</sup>  
~~Fort Myers Beach~~  
~~Lehigh Acres~~



~~North Fort Myers  
Snt Carlos Park  
Unincorporated Lee County~~

~~°Levy~~ ~~Romeo~~  
~~Unincorporated Levy County~~

~~\*Liberty~~ ~~Unincorporated Liberty County~~

~~°Ocala Operating Area\*Panama City Operating Area~~

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

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Lee

Alva  
Bonita Springs  
Cape Coral  
Estero  
Fort Myers<sup>1</sup>  
Fort Myers Beach  
Lehigh Acres  
Miromar Lakes  
North Fort Myers  
Unincorporated Lee County

Leon

Unincorporated Leon County

Levy

Morriston  
Unincorporated Levy County

Liberty

Bristol  
Unincorporated Liberty County

Manatee

Bradenton  
Bradenton Beach  
Ellenton  
Holmes Beach  
Lakewood Ranch  
Longboat Key  
Oneco  
Palmetto  
Parrish  
University Park  
Unincorporated Manatee County

Marion

Belleview  
Candler  
Dunnellon  
Fort McCoy  
Lowell  
Ocala<sup>1</sup>  
Oklawaha  
Silver Springs  
Silver Springs Shores  
The Villages  
Summerfield  
Unincorporated Marion County

Martin

Hobe Sound  
Palm City  
Stuart  
Tequesta  
Unincorporated Martin County

Orange

Apopka  
Belle Isle  
Casselberry

~~Edgewood  
Forn Park  
Lake Buena Vista  
Maitland  
Orlando<sup>1</sup>  
Pine Castle  
Winter Garden  
Winter Park  
Tangerine  
Zellwood  
Unincorporated Orange County~~

~~Osceola~~ \_\_\_\_\_ ~~Celebration City  
Kissimmee  
Unincorporated Osceola County~~

~~Palm Beach~~ \_\_\_\_\_ ~~Jupiter  
Lake Park  
Palm Beach Gardens<sup>1</sup>  
Juno Beach  
Unincorporated Palm Beach County~~

~~<sup>o</sup>Ocala Operating Area~~

~~<sup>\*</sup>Panama City Operating Area~~

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

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Miami-Dade

Aventura

Bal Harbour

Bay Harbor Islands

Biscayne Park

El Portal

Golden Beach

Indian Creek Village

Miami<sup>1</sup>

Miami Beach

Miami Shores

North Bay Village

North Miami

North Miami Beach

Sunny Isles Beach

Surfside

Unincorporated Miami-Dade County

Nassau

Fernandina Beach

Unincorporated Nassau County

Orange

Apopka

Belle Isle

Casselberry

Edgewood

Fern Park

Lake Buena Vista

Maitland

Orlando<sup>1</sup>

Pine Castle

Winter Garden

Winter Park

Tangerine

Zellwood

Unincorporated Orange County

Osceola

Celebration City

Kissimmee

Unincorporated Osceola County

Palm Beach

Jupiter

Lake Park

Palm Beach Gardens<sup>1</sup>

Juno Beach

Unincorporated Palm Beach County

Pasco

Crystal Springs

Dade City

Hudson

Land of Lakes

St. Leo

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	<del>San Antonio</del>
	<del>Wesley Chapel</del>
	<del>Zephyrhills</del>
	<del>Portions of Unincorporated Pasco County</del>
<del>Pinellas</del>	<del>Clearwater</del>
	<del>Gulfport</del>
	<del>Kenneth City</del>
	<del>Large</del>
	<del>Madeira Beach</del>
	<del>Pinellas Park</del>
	<del>St. Pete Beach</del>
	<del>St. Petersburg<sup>1</sup></del>
	<del>Seminole</del>
	<del>South Pasadena</del>
	<del>Treasure Island</del>
	<del>Unincorporated Pinellas County</del>
<del>Polk</del>	<del>Frostproof</del>
	<del>Kathleen</del>
	<del>Lakeland<sup>1</sup></del>
	<del>Unincorporated Polk County</del>
<del>Sarasota</del>	<del>Longboat Key</del>
	<del>Nokomis</del>
	<del>North Port</del>
	<del>Osprey</del>
	<del>Sarasota<sup>1</sup></del>
	<del>Venice</del>
	<del>Unincorporated Sarasota County</del>
<del>Seminole</del>	<del>Altamonte Springs</del>
	<del>Casselberry</del>
	<del>Golden Rod</del>
	<del>Longwood</del>
	<del>Oviedo</del>
	<del>Winter Springs</del>
	<del>Unincorporated Seminole County</del>

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

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COUNTIES AND COMMUNITIES SERVED (Continued)

COUNTIES

COMMUNITIES

Pasco

Dade City

Hudson

Land of Lakes

Lutz

Odessa

Port Richey

St. Leo

San Antonio

Wesley Chapel

Zephyrhills

Unincorporated Pasco County

Pinellas

Bay Pines

Clearwater

Gulfport

Kenneth City

Largo

Madeira Beach

Pinellas Park

St. Pete Beach

St. Petersburg<sup>1</sup>

Seminole

South Pasadena

Treasure Island

Unincorporated Pinellas County

Polk

Davenport

Eaton Park

Frostproof

Lakeland<sup>1</sup>

Mulberry

Unincorporated Polk County

Putnam

Unincorporated Putnam County

Sarasota

Englewood

Longboat Key

Nokomis

North Port

Osprey

Sarasota<sup>1</sup>

Venice

Unincorporated Sarasota County

St. Johns

St. Augustine

Unincorporated St. Johns County

<sup>o</sup>Sumter

Oxford

The Villages

Unincorporated Sumter County

~~Volusia~~ \_\_\_\_\_ ~~Daytona Beach~~  
\_\_\_\_\_ ~~Daytona Beach Shores~~  
\_\_\_\_\_ ~~Holly Hill<sup>1</sup>~~  
\_\_\_\_\_ ~~Lake Helen~~  
\_\_\_\_\_ ~~Ormond Beach~~  
\_\_\_\_\_ ~~Port Orange~~  
\_\_\_\_\_ ~~South Daytona~~  
\_\_\_\_\_ ~~Unincorporated Volusia County~~

~~\*Wakulla~~ \_\_\_\_\_ ~~Unincorporated Wakulla County~~

~~°Union~~ \_\_\_\_\_ ~~Unincorporated Union County~~

~~°Ocala Operating Area~~

~~\*Panama City Operating Center<sup>1</sup>~~ Designated location of Local Operations Center

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COUNTIES AND COMMUNITIES SERVED (Continued)

<u>COUNTIES</u>	<u>COMMUNITIES</u>
<u>Seminole</u>	<u>Altamonte Springs</u> <u>Casselberry</u> <u>Golden Rod</u> <u>Longwood</u> <u>Oviedo</u> <u>Winter Springs</u>
<u>St. Johns</u>	<u>Elkton</u> <u>Ponte Vedra</u> <u>St. Augustine</u> <u>St. Augustine Beach</u> <u>Unincorporated St. Johns County</u>
<u>St. Lucie</u>	<u>Fort Pierce</u> <u>Unincorporated St. Lucie County</u>
<u>Sumter</u>	<u>Coleman</u> <u>Oxford</u> <u>Sumterville</u> <u>The Villages</u> <u>Wildwood</u> <u>Unincorporated Sumter County</u>
<u>Volusia</u>	<u>Daytona Beach</u> <u>Daytona Beach Shores</u> <u>Holly Hill<sup>1</sup></u> <u>Ormond Beach</u> <u>Port Orange</u> <u>South Daytona</u> <u>Unincorporated Volusia County</u>
<u>Wakulla</u>	<u>Crawfordville</u> <u>Unincorporated Wakulla County</u>

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

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~~E.~~

RESERVED FOR FUTURE USE

## RESIDENTIAL SERVICE Rate Schedule RS

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

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

<u>Billing Class</u>	<u>Annual Consumption</u>
RS-1	0 – 99 Therms
RS-2	100 – 249 Therms
RS-3	250 – 1,999 Therms
RS-GHP	All Therms

**Monthly Rate:**

<u>Billing Class</u>	<u>Customer Charge</u>
RS-1	<del>\$11.40</del> <u>15.10</u> per month
RS-2	<del>\$14.25</del> <u>18.10</u> per month
RS-3	<del>\$19.01</del> <u>24.60</u> per month
RS-GHP	<del>\$19.01</del> <u>24.60</u> per month

Distribution Charge: ~~\$0.2546~~50.27011 per Therm for RS-1, RS-2, and RS-3  
\$0.09598 per Therm for RS-GHP

Minimum Bill: The Customer charge.

## SMALL GENERAL SERVICE Rate Schedule SGS

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$23.76~~30.60 per month

Distribution Charge: ~~\$0.322060~~.38897 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

## GENERAL SERVICE - 1 Rate Schedule GS-1

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$33.26~~45.00 per month

Distribution Charge: ~~\$0.254680~~.31190 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

## GENERAL SERVICE - 2 Rate Schedule GS-2

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$47.52~~82.00 per month

Distribution Charge: ~~\$0.246450~~.26631 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

## GENERAL SERVICE - 3 Rate Schedule GS-3

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$142.55~~420.00 per month

Distribution Charge: ~~\$0.1869~~20.21781 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

## GENERAL SERVICE - 4 Rate Schedule GS-4

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$237.58670.00~~ per month

Distribution Charge: ~~\$0.144590.17785~~ per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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



## GENERAL SERVICE - 5 Rate Schedule GS-5

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

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

### Monthly Rate:

Customer Charge: ~~\$285.09~~1,380.00 per month

Distribution Charge: ~~\$0.407580~~.1188 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

4. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.

## COMMERCIAL STREET LIGHTING SERVICE Rate Schedule CSLS

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Distribution Charge: ~~\$0.179220.27513~~ per Therm

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

### Special Conditions:

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

**NATURAL GAS VEHICLE SERVICE-1**  
**Rate Schedule NGVS-1**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

~~Gas delivered to any Customer through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under either Rider NCTS or ITS Rider. Service under this rate schedule is only available to those Customers receiving service thereunder as of August 1, 2013. Customers seeking natural gas vehicle service after that date shall take service under Rate Schedule NGVS-2.~~

**Monthly Rate:**

~~Customer Charge: \$42.76 per month~~

~~Distribution Charge: 0.17478 per Therm~~

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

~~Minimum Bill: The Customer charge.~~

**Special Conditions:**

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

**RESERVED FOR FUTURE USE**

**~~NATURAL GAS VEHICLE SERVICE-1~~** (Continued)

- ~~6. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.~~
- ~~7. The rates set forth under this schedule shall be subject to the operation of the Cast Iron Bare Steel Replacement Rider Surcharge set forth on Sheet Nos. 7.806 through 7.806-3.~~

**RESERVED FOR FUTURE USE**

**NATURAL GAS VEHICLE SERVICE -2  
Rate Schedule NGVS-2**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

For compression service provided by Company for gas delivered to any Customer for compression and delivery into motor vehicle fuel tanks or other transportation containers ("NGV Service") pursuant to Rate Schedules RS, SGS, GS-1, GS-2, GS-3, GS-4, or GS-5.

**Monthly Rate Services Charge:**

NGV Service is available under the rate schedules referenced under "Applicability" above based on Customer's annual consumption in Therms as determined by Company. The charges, terms and conditions of the applicable rate schedule shall apply unless otherwise provided in this rate schedule. In addition to those charges provided by the rate schedule pursuant to which the Customer receives service from Company, Customer shall pay a Monthly Services Charge mutually agreed to by the parties equal to 1.6% multiplied by the Company's Gross Investment in the facilities, as determined by the Company, required to provide NGV Service to the Customer. As used in this schedule, "Gross Investment" means the total installed cost of such facilities, as determined by the Company, necessary to provide reliable NGV Service. The Company's investment return requirements 1.6% factor is are subject to adjustment if Customer makes a contribution in aid of construction and will be reduced based on as mutually agreed. the percentage of Company provided Gross Investment to the total installed Gross Investment. The adjusted factor will be set forth in Company's agreement for NGV Service provided pursuant to this schedule. The agreement may require a commitment by a Customer to purchase NGV Service for a minimum period of time, to take or pay for a minimum amount of NGV Service, a contribution in aid of construction, a guarantee, such as a surety bond, letter of credit, other means of establishing credit, and/or other provisions as determined appropriate by the Company. In the case of multiple users of the facility each such user shall pay a mutually agreed Monthly Services Charge.

The Monthly Services Charge shall be billed by Company pursuant to the agreement with Customer, in addition to the other charges payable by Customer pursuant to the rate schedule pursuant to which Customer receives service from Company.

Company's provision and maintenance of the facilities required to provide NGV Service does not include the physical dispensing of compressed natural gas ("CNG") into vehicles, or the provision of electricity required to operate such facilities. The physical dispensing of CNG into vehicles, the collection and remittance of any federal, state or local tax imposed on CNG dispensed for use as a motor fuel, and the payment for electricity used to operate such facilities, shall be the sole responsibility of the Customer receiving NGV Service.

## RESIDENTIAL STANDBY GENERATOR SERVICE Rate Schedule RS-SG

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	<del>\$19.01</del> <u>\$23.91</u>	
Distribution Charge:	0 – 20.0 therms	\$0.00000 per Therm
	In excess of 20.0 therms	<del>\$0.254650</del> <u>\$0.27011</u> per Therm
Minimum Monthly Bill:	<u>The Customer charge \$19.01</u>	

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

**Special Conditions:**

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

## COMMERCIAL STANDBY GENERATOR SERVICE Rate Schedule CS-SG

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

### Monthly Rate:

Customer Charge: ~~\$33.26~~45.00

Distribution Charge: 0 – 40.0 Therms \$0.00000 per Therm  
In excess of 40.0 Therms ~~\$0.322960~~4.2315 per Therm

Minimum Monthly Bill: ~~The Customer charge \$33.26~~

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

~~Minimum Bill: \_\_\_\_\_ The Minimum Monthly Bill.~~

### Special Conditions:

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



## RENEWABLE NATURAL GAS SERVICE Rate Schedule RNGS

### Availability:

Throughout the service areas of the Company.

### Applicability:

~~Renewable Natural Gas Service ("RNG Service") is service to upgrade or condition biogas to RNG or to provide infrastructure for delivery of RNG to a pipeline system. RNG Service is available to any Customer: (1) For biogas upgrading/conditioning/upgrading services biogas to RNG for RNG produced by eligible Customers, to be utilized onsite by Customer; (2) interconnecting to an interstate or intrastate pipeline; or, (3) delivered into Company's distribution system for transportation and delivery. RNG delivering into Company's distribution system shall be subject to the applicable, pursuant to Rate Schedules GS-3, GS-4 or GS-5, to a compressed natural gas station or other point of delivery on Company's system. Renewable Natural Gas Service ("RNG Service") The equipment included in the RNG Service as well as the design, location, construction, operation of such equipment under this Schedule is contingent on arrangements mutually satisfactory to the Customer and Company, for the design, location, construction, and operation of conditioning facilities required for the Company's provision of RNG Service.~~

### Monthly Services Charge:

RNG Service is available under the rate schedules referenced under "Applicability" above based on Customer's annual deliveries of RNG into Company's distribution system as determined by Company. The charges, terms and conditions of the applicable rate schedule shall apply unless otherwise provided in this rate schedule. In addition to those charges provided by the rate schedule pursuant to which the Customer delivers RNG to Company, Customer shall pay a Monthly Services Charge, which shall be ~~equal to as~~ mutually agreed ~~percentage multiplied by the Company's Gross Investment, as determined by the Company, in the facilities required to provide RNG Service to the Customer. In the case of multiple users of the facility each user will pay a mutually agreed facility fee.~~ If a Customer desires to phase in its deliveries of RNG into Company's system over a period of years, the Monthly Services Charge may be phased in over the term of the agreement between Customer and Company. ~~The Monthly Services Charge will recover the total installed cost of such facilities, as determined by the Company, including a reasonable rate of return on As used in this schedule, "Gross Investment" means~~ the total installed cost of such facilities, as determined by Company, which facilities may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and any other related appurtenances including any redundancy necessary to provide reliable RNG Service, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The agreement between Company and Customer may require a commitment by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit, other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company.

The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the Company's facilities or to be added to the RNG produced by or transported for Customer. ~~Company provided RNG Service shall not include services related to the capturing or production of biogas or RNG. Ownership of RNG produced by Customer shall remain with Customer before, during and after Company's provision of RNG Service, and Customer shall remain solely responsible for determining the end user of such RNG.~~

**~~RENEWABLE NATURAL GAS SERVICE (continued)~~**

~~If a Customer desires to phase in its deliveries of RNG into Company's system over a period of years the Monthly Services Charge may, in the discretion of Company, be phased in over the term of the agreement between Customer and Company. The terms of any such phase in shall be included in the agreement between Customer and Company.~~

**RESERVED FOR FUTURE USE**

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

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

**Monthly Rate:**

Customer Charge:	<del>\$33.26</del> <u>45.00</u> per month
Distribution Charge:	\$0.19605 per Therm
Minimum Bill:	The Customer charge

**Special Conditions:**

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

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**WHOLESALE SERVICE - FIRM  
Rate Schedule WHS**

**Availability:**

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

**Applicability:**

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

**Monthly Rate:**

Customer Charge: \$142.55420.00 per month

Distribution Charge: \$0.141920.17054 per Therm

Minimum Bill: The Customer charge

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

**Special Conditions:**

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

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**SMALL INTERRUPTIBLE SERVICE  
Rate Schedule SIS**

**Availability:**

Throughout the service areas of the Company.

**Applicability:**

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

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

**Monthly Rate:**

Customer Charge: ~~\$285.09~~1,380.00 per month

Distribution Charge: ~~\$0.06777~~0.07817 per Therm

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

Minimum Bill: The Customer charge.

**Special Conditions:**

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

### SMALL INTERRUPTIBLE SERVICE (Continued)

4. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer.  
  
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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. As a condition for receiving service pursuant to this rate schedule, Customer agrees that it will give notice to Company at least 120 days prior to the effective date of any termination of service under this rate schedule which is to be followed by the Company's establishment of service to Customer under a rate schedule providing for firm service.
7. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

## INTERRUPTIBLE SERVICE Rate Schedule IS

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

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

### Monthly Rate:

Customer Charge: ~~\$451.39~~1,580.00 per month

Distribution Charge: ~~\$0.033180~~.04050 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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



### INTERRUPTIBLE SERVICE (Continued)

3. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer.  
  
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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
4. The rates set forth under this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. A Customer which qualifies for service under this rate schedule shall continue to qualify for service hereunder if its usage is decreased below 4,000,000 Therms per year due solely to the Customer's taking thermal energy from a cogeneration facility to which the Company sells Gas or provides transportation service.
7. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

## INTERRUPTIBLE SERVICE - LARGE VOLUME Rate Schedule ISLV

### Availability:

Throughout the service areas of the Company.

### Applicability:

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

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

### Monthly Rate:

Customer Charge: ~~\$451.39~~ \$1,720.00 per month

Distribution Charge: ~~\$0.009470~~ \$0.01050 per Therm

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

Minimum Bill: The Customer charge.

### Special Conditions:

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

### INTERRUPTIBLE SERVICE - LARGE VOLUME (Continued)

3. Interruption and Curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer. 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 (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.
4. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
5. Service under this schedule is subject to annual volume review by the Company or any time at the Customer's request. If reclassification to another schedule is appropriate, such classification will be prospective.
6. The rates set forth under this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.

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### CONTRACT INTERRUPTIBLE SERVICE (Continued)

or remain competitive, but shall have no obligation to do so; provided, however, that the distribution charge shall at all times remain within the limits set forth above. Company will notify Customer at least 48 hours in advance of any change in the distribution charge under this rate schedule.

Customer may at any time request reduction in its distribution charge by completing the form which appears on Sheet No. 8.111 and submitting the same to Company.

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

**Minimum Bill:** The Customer charge.

**Special Conditions:**

1. As a condition for receiving service pursuant to this rate schedule Customer must agree that, on termination of service hereunder, Customer will pay to Company the amount, if any, by which (A) Customer's consumption (in Therms) during the twelve (12) months immediately preceding the date on which service hereunder is terminated, times the applicable interruptible rate, exceeds (B) Customer's consumption (in Therms) during said period, times the distribution charges actually paid for such consumption by Customer.
2. A service agreement accepted by the Company is a condition precedent for service under this schedule. The term of such agreement shall be set forth therein but shall not be less than one year.
3. If the Customer's requirements for Gas change, the Customer shall notify the Company so that the daily and annual quantities in the service agreement may be changed. If the Customer's usage indicates that the amounts set forth in the then existing agreement are not applicable, the Company may require that the daily and annual estimates be changed to reflect the existing conditions.
4. Interruption and curtailment:  
The Company may notify the Customer at any time to reduce or cease using Gas. The Company will endeavor to give as much notice as possible to the Customer. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas at the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.

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### OFF-SYSTEM SERVICE (Continued)

Purchased Gas Adjustment Clause, Energy Conservation Cost Recovery Clause and Competitive Rate Adjustment Clause shall not apply to purchases of Gas made by Customer pursuant to this rate schedule.

#### Special Conditions:

1. Neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Gas or pipeline capacity on any day or during any month, and deliveries pursuant to this rate schedule shall be subject to curtailment or interruption at any time in the sole discretion of Company.
2. Amounts payable to Company pursuant to this rate schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-4.
3. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph 3, "net revenues" shall mean the total Distribution Charges received by Company for service pursuant to this rate schedule. Twenty-five percent (25%) of all net revenues shall be retained by Company above the line as regulated revenues, and the remaining seventy-five percent (75%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of Gas recovered through the Purchased Gas Adjustment Clause.
4. Interruption and Curtailment. Company may notify Customer at any time to reduce or cease using Gas. Company will endeavor to give as much notice as possible to Customer.

Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered unauthorized overrun gas. Company may bill and Customer shall pay for such unauthorized overrun gas at the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.

5. For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a nomination to Company specifying the quantity of Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete nomination from Customer, Company will confirm the quantities of Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by PGS for delivery shall be "Scheduled Quantities".
6. The point of delivery for all Gas sold pursuant to this rate schedule shall be the delivery point of the delivering Pipeline specified by Customer.
7. Except as modified by the provisions set forth above, service under this rate schedule shall be subject to the Rules and Regulations set forth in this tariff.

## NATURAL CHOICE TRANSPORTATION SERVICE (Continued)

9. Except as modified by the provisions set forth above, service under this Rider shall be subject to the Rules and Regulations set forth in this tariff.
10. If a Customer receiving service pursuant to this Rider has annual consumption greater than or equal to 500,000 therms annually, then the Company will install and maintain facilities for remote monitoring of the Customer's hourly gas flow. The Customer will reimburse the Company for the expense incurred for the investment in and installation of these facilities.
11. A Pool Manager may terminate Gas supply to a Customer pursuant to this Rider electronically via Company's website prior to the sixteenth day of the month as of which such termination will commence on the first day of the Customer's billing period of the next calendar month following receipt by the Company of the aforesaid electronic termination. In the event of non-payment by Customer for charges due, a Pool Manager may terminate Gas supply to a Customer by giving five business days written notice to Company prior to the first day of the month as of which such termination is to be effective. Any such notice shall be accompanied by (a) documentary evidence of the Customer's failure to make payment for a period of at least 60 days, (b) Pool Manager's affidavit that it has made commercially reasonable and good faith efforts to collect the amount due, and (c) a non-refundable termination fee of ~~\$52.00~~~~30.00~~ per account number. A Customer whose Gas supply is terminated by a Pool Manager pursuant to this special condition will automatically return to sales service provided by Company until such time as the Customer elects, subject to the conditions of this Rider, to receive service hereunder through a different Pool Manager. Additional deposit may be required from the Customer to return to sales service.
12. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third-Party Gas Supplier or Customer's Pool Manager) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

INDIVIDUAL TRANSPORTATION SERVICE RIDER  
RIDER ITS

**Availability:**

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

**Applicability:**

To firm or interruptible individual transportation service for any non-residential Customer who uses 182,500 therms per year or more and owns Gas that is made available for individual transportation service on the Company's system under Rate Schedules GS-3, GS-4, GS-5, NGVS, WHS, SIS, IS, ISLV, and CIS. ~~and each account receiving transportation service under Rider TA.~~

**Monthly Rate:**

The Monthly Rate set forth in the applicable rate schedule, based on the annual Therm usage of, and character of service elected by, the Customer, plus an Individual Transportation Administration Fee of ~~\$216.00~~144.00 per month per meter.

**Special Conditions:**

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

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

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

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

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

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

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

**INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)**

is otherwise unable to deliver Gas to Company; and provided further that, after receiving a Company curtailment or interruption notice, unless Company otherwise directs, Customer shall not cause or permit any of its Scheduled Quantities to be curtailed or redirected so as to reduce the quantities delivered at the PGS Receipt Point(s). For all Gas sold by Customer pursuant to this Special Condition 3(b), Company shall pay Customer an amount per MMBtu equal to, at Customer's election:

- (1) the sum of (a) either (i) if the Gas was purchased by Customer pursuant to a contract with an initial term of five (5) or more years providing for firm purchases and sales of Gas, the price at which Customer purchased such Gas, or (ii) the price for spot Gas delivered to Transporter at FGT Zone 2, as reported in the "Daily Price Survey" in *Gas Daily* for the Day in which Company purchased the Gas, and (b) Company's Weighted Average Cost of Capacity for the Month in which Company purchased the Gas plus the FGT FTS-1 usage rate (including any applicable usage surcharges), or
  - (2) Customer's documented delivered cost of such Gas at the PGS Receipt Point(s).
  - (c) Excess Gas Taken by Customer During Interruption. Any Gas taken by Customer in excess of the volume of Gas allocated to it by Company during a period of curtailment or interruption under this Special Condition 3 shall be considered to be unauthorized overrun Gas. Company has the right to bill Customer for such unauthorized overrun Gas, in addition to all other charges payable by Customer under its Gas Transportation Agreement or this tariff, at a price equal to the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS-~~23~~ reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken. Payment of an overrun penalty shall not give Customer the right to take unauthorized overrun Gas, nor shall it preclude or limit any other remedies available to Company for Customer's failure to comply with interruption or curtailment orders issued by Company.
  - (d) Company agrees to give Customer as much advance notice of a curtailment or interruption of service as is reasonably practicable, which notice shall, in non-emergency circumstances, be at least four (4) hours.
4. Customer's Responsibilities. Company has no responsibility in connection with Customer's arrangements with its supplier(s). Customer shall timely provide to Company (i) good faith estimates of the daily quantities it is likely to nominate for purchase or transportation as far in advance as reasonably practicable and (ii) all information requested by Company in order to comply with Transporter's FERC Tariff and determine Scheduled Quantities. Customer shall designate in writing an individual,



### INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)

8. Allocation Statements. Gas will be measured at the PGS Receipt Point(s) by the measuring devices of Transporter. Customer shall provide any measurement information it receives to Company within two (2) Business Days of Customer's receipt thereof. Company shall determine the quantity of Gas delivered to Company for Customer's account at the PGS Receipt Point(s), and will provide to Customer a copy of, or applicable excerpt from, each allocation statement received by Company from Transporter within two (2) Business Days of Company's receipt thereof. Final allocation statements provided by Customer's supplier(s) and Transporter shall be conclusive for all purposes under the Gas Transportation Agreement, including without limitation, determining daily quantities actually delivered at the PGS Receipt Point(s) for Customer's account; provided, however, that in the case of any discrepancy between allocation statements, Customer and Company will cooperate to determine which statement is correct; and provided further, however, that unless such discrepancy is resolved to the satisfaction of Company and Transporter, as between Company and Customer, Transporter's allocation statement shall control and shall provide the quantity to be used for all calculations and adjustments under the Gas Transportation Agreement.
9. Inspection. Both Customer and Company shall have the right during the term of the Gas Transportation Agreement and for a period of three (3) years thereafter, upon reasonable prior notice and during normal business hours, to examine the records and documents of the other party to such agreement to the extent necessary to verify the accuracy of any statement or charge made thereunder. Each party to such agreement shall keep each such record and document for a period of three (3) years from the date the same is created or any entry or adjustment thereto is made.
10. Nominations required by the Gas Transportation Agreement shall be submitted electronically in accordance with instructions furnished by the Company, or in the form set forth on Sheet No. 8.115.
11. If a Customer takes service under (a) an interruptible rate schedule or (b) this Rider, then the Company will install and maintain equipment for the monitoring of the Customer's hourly Gas flow. Customer shall reimburse the Company for the expense incurred for the investment in and installation of such equipment.
12. Allocations and Penalties. Company may, in its sole discretion and with at least 12 hours notice within a Day, post a notice on its Internet web site or give notice by e-mail to any ITS Agent or Customer receiving service pursuant to this Rider that the Alert Day provisions of this Special Condition 12 are in effect, whether the Alert Day is an Overage Alert Day or an Underage Alert Day, whether the notice applies system-wide, to an affected area, or to one or more individual ITS Agents or Customers, and the tolerance percentage applicable to the Alert Day; provided, however, that such tolerance percentage shall not be less than ~~6%~~4%. The following provisions of this Special Condition shall apply on any such Day.

**INDIVIDUAL TRANSPORTATION SERVICE Rider ITS (Continued)**

- (a) On an Overage Alert Day, to the extent a Customer's Actual Takes or an ITS Customer Pool's aggregated Actual Takes exceed the Customer's Scheduled Quantities or the ITS Customer Pool's aggregated Scheduled Quantities, respectively, such overages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges set forth in paragraph (c) below.
- (b) On an Underage Alert Day, to the extent a Customer's Actual Takes or an ITS Customer Pool's aggregated Actual Takes are less than the Customer's Scheduled Quantities or the ITS Customer Pool's aggregated Actual Takes, respectively, such underages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges set forth in paragraph (c) below.
- (c) Alert Day Charges. For each Alert Day Account established during the preceding Month, Company shall bill to Customer or ITS Agent, and Customer or ITS Agent shall pay to Company, in addition to any other amounts payable pursuant to Customer's Gas Transportation Agreement or this tariff, an Alert Day Charge per MMBtu equal to the higher of (i) the highest Daily Midpoint price for Gas in any FGT Zone as published in *Gas Daily* for the Day on which the Alert Day Account was established, plus FGT's FTS-~~23~~ 100% load factor rate, or (ii) FGT's City Gate Delivered price for Gas as published in *Gas Daily* for the Day on which the Alert Day Account was established.

The Overage/Underage Level for each Customer's or ITS Customer Pool's Alert Day Account shall be calculated by dividing the Customer's overage or underage (as the case may be) or the ITS Customer Pool's aggregated overage or underage (as the case may be) for such Day by the Customer's Scheduled Quantities or ITS Customer Pool's aggregated Scheduled Quantities for the Day on which the Alert Day Account was established. A Customer's or ITS Agent's failure to receive notice pursuant to this Special Condition 12 shall not excuse Customer or ITS Agent from any Alert Day Charges assessed hereunder.

If an ITS Agent fails to pay any undisputed Alert Day charges imposed by the Company on the ITS Customer Pool within sixty (60) Days after the date on which they are imposed, Company will bill each individual Customer in the ITS Customer Pool and each such Customer will be responsible for, and pay to Company, such undisputed Alert Day charges (if any) as would have been payable by such Customer for such Alert Day in the absence of the ITS Agent Agreement.

- (d) Revenues derived from Alert Day Charges imposed by Company pursuant to this Special Condition 12 on any Day shall be netted against any FGT penalty charges incurred by Company for the same Day. Any remaining revenue (less Regulatory Assessment Fees attributable thereto) shall be credited to the Purchased Gas Adjustment Clause.

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**NATURAL GAS SERVICE TERMS AND CONDITIONS:**

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

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

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

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation. A customer receiving gas service under the residential or commercial standby generator tariff rate shall be obligated to remain on that schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

**UNDERGROUND FACILITIES:**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACT FOR INTERRUPTIBLE NATURAL GAS SERVICE**

This Contract for Interruptible Natural Gas Service (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Peoples Gas System, a division of Tampa Electric Company, a Florida Corporation (PGS) hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer" (Buyer and Seller are sometimes referred to hereinafter as a "party", or collectively as the "parties").

**WITNESSETH:**

WHEREAS, Seller operates a natural gas distribution system in City of \_\_\_\_\_, Florida, and makes direct sales of gas for use of industrial and commercial customers; and

WHEREAS, Buyer is the owner and/or operator of certain industrial/commercial facilities, more particularly described as follows:

**Facility** \_\_\_\_\_ **Location** \_\_\_\_\_

(hereinafter referred to as "Buyer's facility"), and desires to purchase gas from Seller pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE I - DEFINITIONS**

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

"British thermal unit" or "BTU" shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit (at 60 F).

"Cubic foot of gas" shall mean the amount of gas which occupies one (1) cubic foot of space when the gas is at an absolute pressure of 14.98 pounds per square inch and at a temperature of sixty degrees Fahrenheit (60 F).

"Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. local time.

"°F" shall mean degree(s) Fahrenheit.

"FPSC" shall mean the Florida Public Service Commission and any successor agency.

"Gas" shall mean natural gas.

"MCF" shall mean one thousand (1,000) cubic feet of gas as defined above.

"MMBTU" shall mean one million (1,000,000) BTUs or ten (10) therms.

"Month" shall mean a period of time beginning at 8:00 a.m. local time on the first day of a calendar month and ending at 8:00 a.m. local time on the first day of the next succeeding calendar month.

"p.s.i.a." shall mean pounds per square inch absolute.

"Therm" shall mean a unit of heat equal to one hundred thousand (100,000) BTUs.

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~~ARTICLE II - TERM OF AGREEMENT~~

~~This agreement shall be effective as of the date first above written and the service hereunder (including the sales of gas by Seller to Buyer and the purchases thereof by Buyer from Seller, as contemplated hereunder) shall continue until \_\_\_\_\_ (the "Termination Date"), and from year to year thereafter unless either party terminates this Agreement by written notice to the other party at least ninety (90) days prior to the Termination Date or any anniversary thereof.~~

~~ARTICLE III - QUANTITIES OF GAS~~

~~Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, gas for Buyer's own use (and not for resale) in Buyer's facility. Buyer agrees to purchase and receive from Seller, and Seller agrees to sell and deliver to Buyer, subject to the terms and conditions herein contained, such quantity of gas as Buyer shall have nominated pursuant to the provisions of Article IV of this Agreement and as Seller may have available for delivery hereunder up to \_\_\_\_\_ therms per day (the "Maximum Daily Contract Quantity") and \_\_\_\_\_ therms per hour (the "Maximum Hourly Quantity").~~

~~If Buyer requests, and Seller consents to, the delivery of quantities of gas under this Agreement in excess of the Maximum Daily Contract Quantity, Buyer shall pay for such quantities so delivered at the then applicable rates and charges set forth in Seller's then effective tariff on file with the FPSC.~~

~~Buyer shall, on request, furnish Seller estimates of daily, monthly, and annual gas requirements, as far in advance as reasonably possible.~~

~~ARTICLE IV - NOMINATIONS~~

~~Subject to the terms hereof and except as the parties may otherwise agree, Buyer shall nominate gas for purchase from Seller hereunder by notifying Seller in writing of the daily quantity of gas Buyer desires to purchase at the point of delivery, before 11 a.m. Eastern daylight time, not later than seven (7) business days prior to the first day of any month in which Buyer desires to purchase gas from Seller under this Agreement. Quantities nominated and scheduled shall be stated in MMBTU. Nominations shall include, at a minimum, the quantity in MMBTU of gas to be delivered by Seller and purchased by Buyer at the point of delivery, and the particular month for which the nomination is applicable.~~

~~After receiving Buyer's nomination of the quantity which Buyer desires to purchase, Seller shall advise Buyer of the quantity of gas it will tender for purchase by Buyer at the point of delivery on any day by not later than 5 P.M.~~

~~Eastern daylight time on the business day immediately preceding the day for which Buyer has nominated such quantity. Seller shall not change (except as provided in Article XI hereof) the quantity of gas it will tender for purchase by Buyer hereunder except upon four hours' prior notice to Buyer.~~

~~Buyer shall receive from Seller at the point of delivery, on a uniform daily basis, that quantity of gas that has been scheduled for purchase hereunder.~~

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**ARTICLE V—PRICE**

~~Buyer shall pay to Seller, for gas delivered hereunder, an amount determined in accordance with Seller's applicable interruptible rate schedule covering sales of gas, applicable to service rendered on and subsequent to the date hereof, and in accordance with the rules and regulations of Seller. The currently applicable rate schedule is attached hereto and made a part hereof. It is recognized by the parties hereto that such rate schedule may be revised, amended or superseded from time to time under authority granted by the FPSC and that any such amendments, revisions or superseding rate schedules will be applicable to the character of, and the rates and charges for, gas service provided hereunder.~~

**ARTICLE VI—BILLING AND PAYMENT**

~~Seller shall render bills to Buyer on or before the tenth day of each billing period for all gas delivered hereunder during the preceding billing period, and Buyer shall pay the amount of each such bill to Seller, at its designated office, in accordance with the then applicable provisions of Seller's tariff. All sums not so paid by Buyer shall be considered delinquent. If any default in payment continues past the delinquent date, Seller, in addition to any other remedy it may have, may without damage and without terminating this Agreement, suspend further delivery of gas until such amount is paid.~~

**ARTICLE VII—QUALITY OF GAS**

~~Seller shall deliver gas with a total heating value of not less than 950 BTU per cubic foot on a dry basis and which is free of dangerous or objectionable quantities of impurities such as hydrogen sulphide or other impurities (which may cause excessive corrosion of mains or piping) and from noxious or harmful fumes when burned in a properly designed and adjusted burner. This provision is intended to protect the health and safety of the public and in no manner does it guarantee the compatibility of gas delivered hereunder with delicate or sensitive machinery, instruments, or other types of apparatus which may be damaged by moisture, grit, chemicals or other foreign substances which may be present in the gas but which are nevertheless within limits recognized as allowable in good practice.~~

**ARTICLE VIII—MEASUREMENT AND MEASURING EQUIPMENT**

~~The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a base temperature of 60°F and at a pressure of 14.73 p.s.i.a. with correction for deviation from Boyle's Law. Subject to other provisions thereof, computation of such volumes shall be in accordance with the American Gas Association Gas Measurement Committee Report No. 3, as amended or superseded from time to time.~~

~~For purposes of billing computations a cubic foot of gas shall be that quantity of gas which, at a pressure of 14.98 p.s.i.a. and a temperature of 60°F occupies one cubic foot.~~

~~The sales unit of the gas shall be the therm. The number of therms billed to Buyer shall be determined by multiplying the number of cubic feet of gas delivered as the sales volume (at 14.98 p.s.i.a. and 60°F) by the total heating value of such gas (in BTUs), and dividing the product by 100,000.~~

**RESERVED FOR FUTURE USE**

Unless determined to be otherwise by a gravity balance, the specific gravity of the flowing gas shall be assumed to be 0.6.

The total heating value of the gas delivered to Buyer shall be determined as that reported monthly by Seller's gas supplier(s) provided such value is applicable to the gas delivered to Buyer, or such value shall be determined by Seller by use of a calorimeter or other instrument suitable for heating value determination. The total heating value shall be corrected to and expressed as that contained in the Unit of Sales Volume as defined above.

The average absolute atmospheric pressure for purposes of determining absolute static pressure for chart computations shall be assumed to be 14.73 p.s.i.a., irrespective of actual elevation or location of the point of delivery above sea level, or variations in such atmospheric pressure from time to time.

The temperature of the gas measured shall be determined by the continuous use of a recording thermometer or correcting indices or temperature compensating meters. Where recording or compensating devices are not installed at the point of delivery, the temperature of the gas shall be assumed to be the climatological 30-year average monthly temperature as established by the nearest National Oceanic and Atmospheric Administration Weather Bureau, and published by the Department of Commerce.

Seller shall maintain and operate, at or near the point of delivery hereunder, a measuring station properly equipped to measure the delivered volumes of gas.

Buyer may install, maintain and operate, at its expense, such operating equipment, pressure regulators and check measuring equipment as Buyer shall desire; provided, however, that such equipment shall not be installed or operated in a manner that would affect the accuracy or operation of Seller's measurement facility. Seller shall have access to such check measuring equipment at reasonable hours, but the reading, calibrating and adjusting thereof, and any changing of charts therefor, shall be done only by Buyer.

Measurements on Seller's meter or meters shall be conclusive on both parties except where the meter is defective or fails to register (in either of which cases Seller shall repair or replace the meter). If the meter is found defective or fails to register, the quantity of gas delivered while the meter was out of order or failed to register shall be estimated:

- a. — By using the registration of any check meter if installed and accurately registering, or, in the absence of (a);
- b. — By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or, in the absence of both (a) and (b), then;
- c. — By estimating the quantity of delivery from deliveries during periods under similar conditions when the meter was registering accurately.

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~~An appropriate billing adjustment shall be made for such period during which Seller's meter was defective or failed to register.~~

~~Seller will maintain its meter or meters in good order and to this end will make periodic tests of its meter or meters at intervals of one (1) year or at such shorter intervals as Seller may desire. If Buyer is dissatisfied with the accuracy of a meter at any time, it may call upon Seller to have the meter tested, and if a test has not been made within one (1) year, Seller will make such test without charge. If the meter has been tested within one (1) year, Seller will nevertheless make the test required, but if the meter when tested is proved to be accurate within plus or minus two percent ( $\pm 2\%$ ) or less, Buyer will pay Seller for the costs incurred in the conduct of such test.~~

#### ~~ARTICLE IX~~ DELIVERY PRESSURES

~~Buyer and Seller agree that the pressure at which Seller shall be obligated to deliver the gas sold hereunder shall not exceed \_\_\_\_\_ pounds per square inch gauge.~~

#### ~~ARTICLE X~~ DELIVERY POINT

~~The point of delivery shall be as set forth in Seller's tariff, as Seller shall determine (any meter or meters and other facilities of Seller, if located on property of Buyer, to be on an easement furnished to Seller by Buyer). Buyer shall install and maintain at its expense its facilities from the point of delivery of the gas delivered hereunder to the point of use in good condition at all times. Seller shall be deemed to be in control and possession of the gas up to such point of delivery, after which Buyer shall be deemed to be in control and possession thereof, and Seller shall have no responsibility with respect thereto or on account of said delivery, and Buyer shall indemnify and hold harmless Seller from any and all loss or damage in this connection. Buyer shall have no responsibility with respect thereto or on account of anything which may be done, happen or arise with respect to said gas before said delivery, and Seller shall indemnify and hold harmless Buyer from any and all loss or damage in this connection.~~

#### ~~ARTICLE XI~~ CURTAILMENT AND/OR INTERRUPTION

~~It is specifically agreed that delivery of gas by Seller hereunder is subject to curtailment and/or interruption in accordance with Seller's tariff and Seller's curtailment plan on file with the FPSC. In the event the FPSC or other government agency or department having jurisdiction orders a change in Seller's curtailment plan or Seller changes the plan or its tariff, curtailment and/or interruption of service shall be made on whatever basis or priority is so ordered or established, and Seller shall be relieved from any and all liabilities, penalties, alternate fuel subsidies, price adjustments and claims of whatever kind or type, resulting from or arising out of Seller's interruption or curtailment of deliveries thereunder. Seller agrees to provide Buyer, if reasonably practicable, with at least two (2) hours' notice of curtailment or interruption of service, either orally or in writing, provided that Seller shall not be so obligated when interruption or curtailment of service is caused by conditions of force majeure.~~

~~Any gas taken by Buyer in excess of the volume allocated to Buyer in an interruption or curtailment order from Seller shall be considered to be unauthorized overrun gas. Seller shall bill and Buyer shall pay for such unauthorized overrun gas at a rate which is the greater of (i) five (5) times the highest Gas Daily mid-point price for gas delivered to a Gulf Coast pipeline plus FGT's FTS 2 reservation, usage, fuel and applicable surcharges or (ii) five (5) times the Gas Daily FGT Florida City gate price for gas for the calendar day on which such unauthorized overrun gas was taken.~~

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~~Issued By: William N. Cantrell~~ T. J. Szelistowski, President  
~~February 28, 2006~~  
~~Issued On: January 25, 2006~~

~~Effective:~~

## **ARTICLE XII – FORCE MAJEURE**

~~In the event of either party hereto being rendered unable, wholly or in part, by reason of force majeure, to carry out its obligations under this Agreement including, but not limited to, the inability of Buyer to use the gas as herein contemplated, other than to make payment then due hereunder, it is agreed that on such party giving written or telegraphic notice with full particulars of such force majeure event to the other party as soon as reasonably possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such force majeure event, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch.~~

~~The term "force majeure" as employed herein shall mean causes or events, whether of the kind herinafter enumerated, and whether occasioned by or happening on account of the act or omission of Seller or Buyer or any other person or concern, not reasonable within the control of the party claiming suspension and which, in any case, by the exercise of due diligence such party is unable to prevent or overcome, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, temporary or permanent failure of source of supply, planned or unplanned outages on the Seller's system or on any pipeline system, or the inability of any such system to deliver Gas, and acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies); such term shall likewise include (a) in those instances where either party hereto is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights of way, grants, permits or licenses; and (b) in those instances where either party hereto is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or delays on the part of such party in acquiring, after the exercise of reasonable diligence, such materials and supplies, permits and permissions. It is understood and agreed that the settlement of strikes, lockouts or other labor difficulties shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulties by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.~~

## **RESERVED FOR FUTURE USE**

~~ARTICLE XIII - EASEMENT~~

~~Buyer hereby grants to Seller suitable rights of way and easements over, on, in or under Buyer's property, necessary for or incidental to the installation, maintenance and removal of gas distribution or supply lines, together with all appurtenances deemed necessary or desirable by Seller for the delivery of gas to Buyer.~~

~~ARTICLE XIV - MISCELLANEOUS~~

~~This Agreement, on the effective date hereof, replaces and supersedes in its entirety the Contract for Gas Service dated \_\_\_\_\_, 20\_\_\_\_, between Buyer and Seller.~~

~~—This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no assignment shall relieve either party of such party's obligations hereunder without the written consent of the other party.~~

~~—IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.~~

**PEOPLES GAS SYSTEM**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

**RESERVED FOR FUTURE USE**

CONSTRUCTION DEPOSIT AGREEMENT

This CONSTRUCTION DEPOSIT AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into between PEOPLES GAS SYSTEM, a ~~d~~ivision of Tampa Electric Company, a Florida corporation (hereinafter called "COMPANY"), and \_\_\_\_\_ (hereinafter called "APPLICANT") of \_\_\_\_\_ County, Florida, Company and Applicant, in consideration of the premises and of other valuable consideration, hereby agree as follows:

(1) That Company will extend its gas main and/or service as follows:

a total distance of \_\_\_\_\_ feet (hereinafter referred to as the "EXTENSION"). The route of said Extension is shown as Exhibit "A" hereto attached and hereby made a part hereof.

(2) Without any right to refund, except solely as provided in paragraphs (3) and (4) hereof, Applicant will pay to Company \$ \_\_\_\_\_ in advance of actual construction [said amount being the cost of the Extension, less the Maximum Allowable Construction Cost ("MACC") thereof (determined in accordance with Company's tariff on file with the Florida Public Service Commission), and less an allowance to Applicant of \$ \_\_\_\_\_ for \_\_\_\_\_ bona fide ~~customer~~consumer(s) to be connected to said Extension].

(3) At the end of the first year following the date on which gas service to Applicant is initiated by Company, at the ~~Depositor's~~ Applicant's request the Company shall recalculate the MACC. A re-estimation of the annual revenue (considering the actual revenue derived during the first year) shall be used in such recalculation. If the MACC so recalculated exceeds the MACC used to determine the amount paid by Applicant to Company pursuant to paragraph (2) hereof, Company shall refund to Applicant an amount equal to such excess.

(4) For each additional customer connected at any point on said Extension within a period of four years after the date of completion of said Extension, Company further agrees to refund to Applicant an amount by which the MACC for such additional customer exceeds the cost of connecting such customer, provided that an additional extension shall not have been necessary to serve such additional customer.

(5) The aggregate refund to Applicant made through the provisions of the foregoing paragraphs (3) and (4) shall at no time exceed the original deposit of Applicant.

(6) The Extension shall at all time be the property of Company. Any unrefunded portion of Applicant's deposit hereunder, at the end of four (4) years from the date of completion of the Extension covered by this Agreement, shall become the property of the Company.

Applicant acknowledges having read and understood the General Terms and Conditions on the reverse side hereof and agrees to said terms and conditions, which are made a part hereof.

DATED AND EXECUTED at \_\_\_\_\_, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT \_\_\_\_\_

PEOPLES GAS SYSTEM, a ~~d~~ivision of  
TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

G.S.A. NO. \_\_\_\_\_

Business Partner NO

Installation NO

(Front Side)

(Back Side)

## GENERAL TERMS AND CONDITIONS

I. It is agreed that no refund or repayment will be made for any customer not connected directly to the Extension covered by this ~~Agreement~~contract, and after the expiration of the periods of time provided in paragraphs (3) and (4) no further refunds or repayments shall be made by Company to Applicant.

II. The Company's obligation to construct the Extension provided for herein will be carried out ~~with all reasonable expedition~~promptly, subject to an adequate supply of gas to serve the ~~consumer~~customer(s) to be connected to the Extension, and subject to applicable laws, rules and regulations of governmental authorities and to any delay occasioned by ~~force~~ Force majeure ~~Majeure~~ or events or conditions of whatsoever nature reasonably beyond the Company's control.

III. In the event the cost of construction contemplated herein is increased or decreased significantly, for any reason, prior to commencement of such construction, the amount of deposit provided for herein shall be increased or decreased by mutual agreement of Company and Applicant, with such agreement to be memorialized in a separate writing, or this ~~Agreement~~contract may be canceled by either party if no such agreement is reached.

IV. Applicant understands that Company shall not be obligated or required to construct the Extension contemplated by this ~~a~~Agreement in advance of and prior to the construction of Extensions covered by contracts and authorizations which were entered into by Company prior to the date of this Agreement, or Extensions required to be constructed by the provision of Company's franchise or construction required to maintain existing service.

V. Title to said Extension, including its pipes and appurtenances, connections thereto and extensions thereof, including the right to use, operate and maintain same, shall forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.

# GAS BILL

PLEASE REMIT PAYMENT TO:



P.O. Box 31017  
TAMPA, FL 33631-3017

CUSTOMER INVOICE

ACCOUNT NUMBER	AMOUNT NOW DUE	THIS MONTH'S CHARGE DUE BEFORE

PAYABLE UPON RECEIPT

WRITE IN AMOUNT PAID ON THIS ACCOUNT

PLEASE WRITE YOUR ACCOUNT NUMBER ON THE FRONT OF YOUR CHECK OR MONEY ORDER AND RETURN THE UPPER PORTION OF THIS INVOICE WITH YOUR PAYMENT. MESSAGES WRITTEN ON THE UPPER PORTION MAY BE OVERLOOKED. FOR INFORMATION PLEASE CONTACT US AT ONE OF THE CONVENIENT NUMBERS LISTED ON THE BACK. THANK YOU!

DIRECT ALL INQUIRIES TO:



PLEASE RETAIN THIS LOWER PORTION FOR YOUR RECORDS.

SERVICE ADDRESS

AMOUNT NOW DUE

THIS MONTH'S CHARGE DUE BEFORE

ACCOUNT NUMBER

AVERAGE DAILY THERM USAGE

NEXT SCHEDULED READ DATE



TO PAY BY PHONE, DIAL 1-877-729-2747 OR, VISIT OUR WEBSITE AT [www.peoplesgas.com](http://www.peoplesgas.com)  
(PAY2PGS)  
WHEN PAYING BY CREDIT CARD OR E-CHECK, A CONVENIENCE FEE WILL APPLY.

CMS  
TAMPA, FL

PGS-2009-0203



ACCOUNT INVOICE



Account:  
Statement Date:  
Current month's charges due

Details of Current Month's Charges – Service from - to

Service for: 1234 Main Street, City, FL 31234

Rate Schedule:

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
--------------	-----------	-----------------	---	------------------	---	-----------------	---	-----	---	------------	---	------------	----------------

Customer Charge										\$			
Distribution Charge						@				\$			
PGA						@				\$			
Florida Gross Receipts Tax										\$			
<b>Natural Gas Service Cost</b>										\$			
Franchise Fee										\$			
Municipal Public Service Tax										\$			
<b>Total Natural Gas Cost, Local Fees and Taxes</b>										\$			
<b>Miscellaneous Charges</b>													
CCHS Inside Line Protect						X				\$			
<b>Total Miscellaneous Charges</b>										\$			
<b>Total Current Month's Charges</b>										\$			

Peoples Gas Usage History

Therms Per Day  
(Average)

(Front Side)

## GAS BILL (Continued)

**PLEASE NOTE:** If you choose to pay your bill at a location not listed on our website or provided by Peoples Gas, you are paying someone who is not authorized to act as a payment agent of Peoples Gas. You bear the risk that this unauthorized party will relay the payment to Peoples Gas and do so in a timely fashion. Peoples Gas is not responsible for payments made to an unauthorized agent, including their failure to deliver or timely deliver, the payments to us. Such failures may result in late payment charges to your account or service disconnection.

BILLING STATEMENT INFORMATION

<p><b>CCF</b> : HUNDRED CUBIC FEET - THE STANDARD UNIT OF GAS MEASUREMENT.</p> <p><b>BTU</b> : BRITISH THERMAL UNIT - A UNIT OF HEAT MEASUREMENT.</p> <p><b>CONVERSION FACTOR</b> : THIS FACTOR IS USED TO ADJUST FOR VARIATIONS FROM STANDARD DELIVERY PRESSURE AND STANDARD DELIVERY TEMPERATURE WHERE APPLICABLE.</p> <p><b>THERM</b> : A UNIT OF HEAT EQUAL TO ONE HUNDRED THOUSAND (100,000) BTUS.</p> <p><b>RATE SCHEDULE</b> : THE AMOUNT (RATE) YOU PAY FOR GAS DEPENDS ON YOUR CUSTOMER CATEGORY. THESE CATEGORIES INCLUDE:</p>	<p><b>LOCAL TAX</b> : IN ADDITION TO THE FRANCHISE FEE, MANY MUNICIPALITIES LEVY A TAX ON THE GAS YOU USE. IT IS COLLECTED BY PEOPLES GAS AND PAID TO THE MUNICIPALITY.</p> <p><b>GROSS RECEIPTS TAX</b> : A TAX LEVIED BY THE STATE OF FLORIDA ON YOUR PURCHASE OF NATURAL GAS. IT IS COLLECTED BY PEOPLES GAS AND REMITTED TO THE STATE IN ACCORDANCE WITH APPLICABLE LAWS.</p> <p><b>ESTIMATED</b> : IF WE WERE UNABLE TO READ YOUR GAS METER, "EST" WILL APPEAR. YOUR GAS USE HAS BEEN ESTIMATED BASED ON PREVIOUS USAGE. THE METER IS SCHEDULED TO BE READ NEXT MONTH AND ANY DIFFERENCE BETWEEN THE ESTIMATE AND ACTUAL USE WILL BE ADJUSTED ACCORDINGLY.</p> <p><b>THIS MONTH'S CHARGE DUE</b> : THIS MONTH'S CHARGES WILL BE PAST DUE AFTER THE DATE SHOWN. <b>THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE.</b> IT IS IMPORTANT THAT YOU PAY YOUR BILL BEFORE THIS DATE IN ORDER TO AVOID INTERRUPTION OF SERVICE.</p> <p><b>BURIED PIPING NOTIFICATION</b> : FEDERAL REGULATIONS REQUIRE THAT WE NOTIFY OUR CUSTOMERS WHO OWN BURIED PIPING OF THE FOLLOWING:  1) WHEN EXCAVATING NEAR BURIED GAS PIPING, THE PIPING SHOULD BE LOCATED IN ADVANCE; 2) THE GAS SUPPLIER DOES NOT OWN OR MAINTAIN THE CUSTOMER'S BURIED PIPING; 3) BURIED PIPING THAT IS NOT MAINTAINED MAY BE SUBJECT TO CORROSION AND/OR LEAKAGE. BURIED PIPING SHOULD BE INSPECTED PERIODICALLY AND ANY UNSAFE CONDITIONS REPAIRED. LICENSED PLUMBERS, HEATING AND AIR CONDITIONING CONTRACTORS, OR PEOPLES GAS CAN CONDUCT INSPECTIONS.</p> <p><b>MAIN EXTENSION CHARGE</b> : A FLAT MONTHLY FEE TO RECOVER THE COST OF EXTENDING MAINS TO A PARTICULAR AREA WHEN THE COST EXCEEDS THE MAXIMUM ALLOWABLE CONSTRUCTION COST.</p>
<p><b>CUSTOMER CHARGE</b> : A FIXED MONTHLY AMOUNT TO COVER THE COST OF PROVIDING GAS SERVICE. THIS CHARGE IS BILLED MONTHLY REGARDLESS IF ANY GAS IS USED.</p> <p><b>DISTRIBUTION CHARGE</b> : COVERS THE COSTS OF MOVING GAS FROM ITS SOURCE TO YOUR PREMISE, OTHER THAN THE COST OF GAS ITSELF.</p> <p><b>PQA</b> : PURCHASED GAS ADJUSTMENT - THE COST OF GAS PURCHASED FOR YOU BY PEOPLES GAS AND DELIVERED TO YOUR PREMISE.</p> <p><b>SWING CHARGE</b> : COVERS THE COSTS THAT ARE INCURRED BY PEOPLES GAS TO BALANCE THE DIFFERENCE BETWEEN A CUSTOMER'S ACTUAL DAILY USAGE AND THE GAS DELIVERED DAILY BY THEIR GAS SUPPLIER (POOL MANAGER.)</p> <p><b>FRANCHISE FEE</b> : A FEE LEVIED BY A MUNICIPALITY FOR THE RIGHT TO UTILIZE PUBLIC PROPERTY FOR THE PURPOSE OF PROVIDING GAS SERVICE. LIKE TAXES, THE FEE IS COLLECTED BY PEOPLES GAS AND IS PAID TO THE MUNICIPALITY.</p>	<p>RESIDENTIAL SERVICE - RS</p> <p>SMALL GENERAL SERVICE - SGS</p> <p>GENERAL SERVICE - GS1</p> <p>GENERAL SERVICE - GS2</p> <p>GENERAL SERVICE - GS3</p> <p>GENERAL SERVICE - GS4</p> <p>GENERAL SERVICE - GS5</p> <p>SMALL INTERRUPTIBLE SERVICE - SIS</p> <p>INTERRUPTIBLE SERVICE - IL1</p> <p>INTERRUPTIBLE SERVICE LG VOL - IL2</p>

**FOR NATURAL GAS EMERGENCIES OR FOR INFORMATION CONCERNING YOUR STATEMENT CALL:**

BROWARD: 954-453-0777	ORLANDO: 407-425-4662
JACKSONVILLE: 904-739-1211	ST. PETERSBURG: 727-826-3333
DADE: 305-940-0139	TAMPA: 813-275-3700
OCALA: 352-622-0111	ALL OTHERS: 1-877-832-6747

To Pay By Phone, Dial 1-877-729-2747  
(PAY 2PGs)



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## Contact Information

### Residential Customer Care

813-223-0800 (Tampa)  
863-299-0800 (Lakeland)  
352-622-0111 (Ocala)  
954-453-0777 (Broward)  
305-940-0139 (Miami)  
727-826-3333 (St. Petersburg)  
407-425-4662 (Orlando)  
904-739-1211 (Jacksonville)  
877-832-6747 (All other counties)

### Commercial Customer Care

866-832-6249

### Hearing Impaired/TTY

711

### Natural Gas Outage

877-832-6747

### Natural Gas Energy

### Conservation Rebates

877-832-6747

### Mail Payments to

TECO  
P.O. Box 31318  
Tampa, FL 33631-3318

### All Other Correspondence

Peoples Gas  
P.O. Box 111  
Tampa, FL 33601-0111

## Understanding Your Natural Gas Charges

**BTU** – British thermal unit – a unit of heat measurement.

**Budget Billing** – Optional plan takes the highs and lows out of monthly natural gas bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

**Buried Piping Notification** – Federal regulations require that Peoples Gas notify our customers who own buried piping of the following: 1) When excavating near buried gas piping, the piping should be located in advance; 2) The gas supplier does not own or maintain the customer's buried piping; 3) Buried piping that is not maintained may be subject to corrosion and/or leakage. Buried piping should be inspected periodically and any unsafe conditions repaired. Licensed plumbers, heating and air conditioning contractors, or Peoples Gas can conduct inspections.

**Conversion Factor** – This factor is used to adjust for variations from standard delivery pressure and standard delivery temperature where applicable.

**Customer Charge** – A fixed monthly amount to cover the cost of providing gas service. This charge is billed monthly regardless if any gas is used.

**Distribution Charge** – Covers the costs of moving gas from its source to your premise, other than the cost of gas itself.

**Estimated** – If Peoples Gas was unable to read your gas meter, "ESTIMATED" will appear. Your gas use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

**Florida Gross Receipts Tax** – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

**Florida State Tax** – A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

For more information about your bill, please visit [peoplesgas.com](http://peoplesgas.com).

### Your payment options are:

- Schedule free one-time or recurring payments at [peoplesgas.com](http://peoplesgas.com) using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at a local payment agent. For a listing of authorized payment agents, visit [peoplesgas.com](http://peoplesgas.com) or call Customer Care at the number listed above.
- Pay by credit or debit card using KUBRA EZ-PAY at [peoplesgas.com](http://peoplesgas.com) or call 866-689-6469.  
(A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

**Please note:** If you choose to pay your bill at a location not listed on our website or provided by Peoples Gas, you are paying someone who is not authorized to act as a payment agent of Peoples Gas. You bear the risk that this unauthorized party will relay the payment to Peoples Gas and do so in a timely fashion. Peoples Gas is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Por favor, visite [peoplesgas.com](http://peoplesgas.com) para ver esta información en español.

**Franchise Fee** – A fee levied by a municipality for the right to utilize public property for the purpose of providing gas service. Like taxes, the fee is collected by Peoples Gas and is paid to the municipality.

**Late Payment Charge** – The late payment charge is 1.5% of the past due amount.

**Main Extension Charge** – A flat monthly fee to recover the cost of extending mains to a particular area when the cost exceeds the maximum allowable construction cost.

**Measured Volume** – Your natural gas usage in CCF (one hundred cubic feet) or MCF (one thousand cubic feet). These are the standard units of gas measurement.

**Municipal Public Service Tax** – In addition to the Franchise Fee, many municipalities levy a tax on the gas you use. It is collected by Peoples Gas and paid to the municipality.

**PGA Charge** – Purchased Gas Adjustment – the cost of gas purchased for you by Peoples Gas and delivered to your premises.

**Rate Schedule** – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

**Share** – A program co-sponsored by Peoples Gas and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Peoples Gas.

**Swing Charge** – Covers the costs that are incurred by Peoples Gas to balance the difference between a customer's actual daily usage and the gas delivered by your gas supplier (pool manager).

**Therm** – A unit of heat equal to one hundred thousand (100,000) BTUs.

**Total Amount Due** – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid interruption of service.

(Back Side)

## FINAL NOTICE

PLEASE REMIT PAYMENT TO:



CUSTOMER INVOICE

ACCOUNT NUMBER	AMOUNT PAST DUE	SERVICE TERMINATION DATE

# FINAL NOTICE

WRITE IN AMOUNT PAID ON THIS AMOUNT

FOR PAYMENT LOCATIONS, PLEASE CALL 877-832-6747 OR VISIT OUR WEBSITE @ [www.peoplesgas.com](http://www.peoplesgas.com)

DIRECT ALL INQUIRIES TO:



PLEASE RETAIN THIS LOWER PORTION FOR YOUR RECORDS.

SERVICE ADDRESS

AMOUNT PAST DUE

SERVICE TERMINATION DATE

ACCOUNT NUMBER



### IF THIS AMOUNT HAS BEEN PAID, PLEASE DISREGARD THIS NOTICE

WE SINCERELY WANT TO CONTINUE SERVICE WITHOUT INTERRUPTION OR INCONVENIENCE TO YOU. WE MUST RECEIVE PAYMENT BY THE SERVICE TERMINATION DATE LISTED ABOVE. YOUR PROMPT PAYMENT WILL AVOID INTERRUPTION IN SERVICE AND CHARGE TO HAVE YOUR SERVICE RESTORED.

IF SERVICE IS INTERRUPTED, THERE IS A RECONNECTION FEE:

RESIDENTIAL: \$70 (1 METER)

NON-RESIDENTIAL: \$100 (1 METER)

THERE WILL BE A \$20 TRIP CHARGE IF A 48-HOUR NOTICE IS LEFT AT THE PREMISE IN LIEU OF INTERRUPTION OF SERVICE.

WHEN PAYING BY CREDIT CARD OR E-CHECK, A CONVENIENCE FEE WILL APPLY.

TO PAY BY PHONE, DIAL 1-877-729-2747 OR VISIT OUR WEBSITE @ [www.peoplesgas.com](http://www.peoplesgas.com)

(PAY2PGS)

CMS

PGS-2052

(Front Side)

**FINAL NOTICE**

123456789123  
NAME  
ADDRESS  
CITY, ST ZIP

TOTAL AMOUNT DUE \$XX.XX  
STATEMENT DATE  
Xx XX, 20XX

To avoid having your natural gas service disconnected, full payment of \$XX.XX is due by XXX XX, 20XX. This balance may not be eligible for a payment arrangement to extend the due date. If you have already paid this balance, thank you.

If full payment of \$XX.XX is not received, your natural gas service will be scheduled for disconnection. Upon reconnection of your natural gas service, a reconnect fee of \$XX.XX will be billed to your account. Or, if you request your natural gas service to be reconnected on the same day of full payment or outside of normal business hours, a charge of \$XXX.XX will be billed to your account. If you have multiple meters, additional charges per meter will apply.

You can pay your final notice bill online at [peoplesgas.com](http://peoplesgas.com). If you pay at a payment agent, please allow three business days for the payment to post.

**Please note, the due date on any new bill you receive will not extend this final notice amount or due date.** Payments received may be applied to other past due items on this account, including deposits. Due to your payment history, this account may be subject to removal from certain billing and payment programs.

**FINAL NOTICE (Continued)**

**PLEASE NOTE:** If you choose to pay your bill at a location not listed on our website or provided by Peoples Gas, you are paying someone who is not authorized to act as a payment agent of Peoples Gas. You bear the risk that this unauthorized party will relay the payment to Peoples Gas and do so in a timely fashion. Peoples Gas is not responsible for payments made to an unauthorized agent, including their failure to deliver or timely deliver, the payments to us. Such failures may result in late payment charges to your account or service disconnection.

**TO PAY BY PHONE, DIAL 1-877-729-2747.  
(PAY 2PGS)**

**FOR A LIST OF OUR PAYMENT LOCATIONS, VISIT OUR WEBSITE AT [www.peoplesgas.com](http://www.peoplesgas.com) OR CALL  
1-877-832-6747.**

**WHEN PAYING BY CREDIT CARD OR E-CHECK, A CONVENIENCE FEE WILL APPLY.**

**FOR NATURAL GAS EMERGENCIES OR FOR INFORMATION CONCERNING YOUR STATEMENT CALL:**

**BROWARD: 954-453-0777      ORLANDO: 407-425-4662  
JACKSONVILLE: 904-739-1211      ST. PETERSBURG: 727-826-3333  
DADE: 305-940-0139      TAMPA: 813-275-3700  
OCALA: 352-622-0111**

**ALL OTHERS: 1-877-832-6747**

If you have a question about your bill or a problem with your service, please call your Peoples Gas Customer Service Representative at the above number. If our Customer Service Representative was unable to resolve your problem, please contact our **Customer Resolution Team** at 1-800-622-2017. Should your concern still be unresolved you may wish to contact the Florida Public Service Commission at 1-800-342-3552.



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~~(Back Side)~~

**RESERVED FOR FUTURE USE**

PGS Rev 8/02

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

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

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

[SEAL]

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

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

<sup>1</sup> A non-refundable termination fee in the amount of \$~~3052~~.00 per account number must accompany this Notice and Affidavit.

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

**MISCELLANEOUS RECEIPT**



RECEIPT

ACCOUNT NUMBER

AMOUNT

REMARKS


PGS 36

**RESERVED FOR FUTURE USE**

**CUSTOMER'S METER READING CARD**

**IMPORTANT!**

To avoid unnecessarily high or estimated bills, please contact your nearest Peoples Gas office to discuss arrangements for our meter reader to read your meter on a continuous basis.

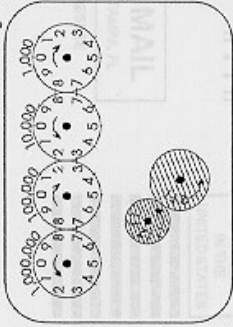
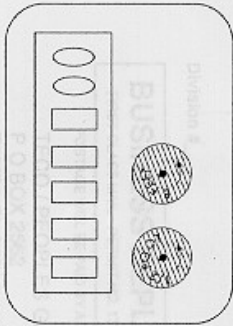


DETACH AND MAIL

**WE'RE SORRY, WE WERE UNABLE TO READ THE GAS METER**  
Please draw with pen, the position of the meter hands or digits showing on the gas meter. To avoid an estimated bill, complete this card and mail within two days.

Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ ZIP \_\_\_\_\_ Date sent \_\_\_\_\_


Damaged meter



Cycle # \_\_\_\_\_ Meter # \_\_\_\_\_ Reader \_\_\_\_\_  
Permit # \_\_\_\_\_


(Front Side)

Division # \_\_\_\_\_




**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 171 TAMPA, FL  
POSTAGE WILL BE PAID BY ADDRESSEE

TECO / PEOPLES GAS  
P O BOX 2562  
TAMPA FL 33601-9966



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES




(Back Side)

**RESERVED FOR FUTURE USE**

**CUSTOMER SERVICE ORDER**

PGS 3P Rev 10/07



**Customer Service Order**

Service Order Number		Schedule Date		Tech Name/ID		Contact Name					
Account Number		Premise Number				Phone No.					
Service Address						Tran Code					
City & Zip						Tran Code					
Customer Name						Tran Code					
Instructions											
<b>Current Meter Information</b>		<b>New Meter Information</b>		Turn on Charge		Reconnect Charge					
Meter ID		Meter ID		Deposit Charge		Other Charge					
ERT ID		ERT ID		<b>Incomplete Reason</b>							
Last Read											
New Read		New Read		<small>Reschedule</small> <small>Dog</small> <small>Refer to Other</small> <small>Not at Home</small> <small>COA</small> <small>Unsafe Condition</small> <small>Fence</small> <small>CGI-Other</small>				Date Worked			
Kind Cd		Kind Cd						Time Dispatched		Time Arrived	
Dials		Dials						Time Made Safe			
Loc Cd		Loc Cd		<b>Leak Location</b> Inside <input type="checkbox"/> Outside <input type="checkbox"/>				<b>Entered Home</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
Pres Fact		Pres Fact		<b>Riser Left</b> On <input type="checkbox"/> Off <input type="checkbox"/> Locked/Tagged <input type="checkbox"/>				<b>Corrosion</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
Comp Index		Comp Index		<b>Leak Test</b> Yes <input type="checkbox"/> No <input type="checkbox"/>				<b>Odor Strength</b> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>			
<b>Appliance Information</b>		<b># of Appliances</b>		<b>On</b>		<b>Off</b>		<b>RT</b>		<b>Stub</b>	
Boiler											
Conversion Burner											
Cooktop											
Dryer											
Firelog											
Furnace											
Grill											
Hydro Heating											
Other (list)											
Remarks											

CUSTOMER SERVICE ORDER

**RESERVED FOR FUTURE USE**



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Nomination Form

TECO

Peoples Gas

(Nomination submission may be by electronic submission or general email)

ATTENTION: NOMINATIONS  
FAX: (813) 228-1545  
EMAIL: PGSGasTransportation@tecoenergy.com

Date Submitted: \_\_\_\_\_

Contact Data					
PREPARED BY:	Telephone #	Company Name	Svc Req #	Start Gas Day	End Gas Day

PNT Nominations							
Svc Req K (Customer Contract #)	Svc Req Name (Customer)	Rec Loc #	Rec Loc Name	Rec Qty (in therms)	Del Loc # (customer contract #)	Del Loc Name (customer name)	Nom Del Qty in therms (less PG&S fuel)
Total Rec Qty (in Therms)				TOTAL DEL QTY (in therms)			

Upstream					Downstream		
Up ID (duns #)	Up ID Name	UP K#	Rec Qty	Pipeline Name	Svc Req K (Customer Contract #)	Svc Req Name	Del Qty in Therms (less PG&S Fuel)
TOTAL REC QTY (in therms)				TOTAL DEL QTY (in therms)			

Peoples Gas System  
a Division of Tampa Electric Company  
Original Volume No. 3

~~First~~ Second Revised Sheet No. 8.115-1  
Cancels ~~Original~~ First Revised Sheet No. 8.115-1

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THIS SHEET CANCELS  
ORIGINAL SHEET NO. 8.115-1 THROUGH 8.115-7

THE NEXT SHEET IS NO. 8.116

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Issued By: ~~William N. Cantrell~~ T. J. Szelistowski, President  
Issued On: ~~November 1, 2000~~

Effective: ~~November 1, 2000~~

"Capacity Release Agreement" means the Master Capacity Release Agreement between PGS and Pool Manager dated as of even date herewith, as the same may be amended from time to time.

"Contract Number" means Peoples Gas System transportation account identifier obtained by the third-party natural gas provider in the Quorum Gas Management online system or any successor system thereto.

"Customer" means the person or entity responsible for a Customer Account.

"Customer Account" means each account included in the Customer Pool.

"Customer Pool" means, collectively, the Customer Accounts identified by PGS pursuant to Section 4.1.

"Day" has the meaning given in the Capacity Release Agreement.

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

"FGT's FERC Tariff" means FGT's effective FERC Gas Tariff, as amended, supplemented or superseded from time to time.

"Firm" means: (i) with respect to the sale and purchase of Gas, that Pool Manager is obligated to sell and deliver and a Customer is obligated to purchase and receive the quantity of Gas specified, except as excused by an event of Force Majeure, and (ii) with respect to transportation, that Transporter of Gas is obligated to make available a quantity of pipeline capacity, without interruption except as excused by an event of force majeure under Transporter's Tariff, sufficient to enable Pool Manager to perform its obligations under this Agreement.

"Gas" means "Gas" as defined in Transporter's Tariff.

"Month" has the meaning given in the Capacity Release Agreement.

"Monthly Imbalance Amount" means, for a Month, the positive or negative whole number difference determined by subtracting the Actual Takes for such Month from the sum of the ADQs for such Month (less the Retainage).

"OFO" means an Operational Flow Order as defined in Transporter's Tariff.

"Primary Delivery Point(s)" means the Transporter Delivery Point(s) identified as the Primary Transporter Delivery Points in the Capacity Release Agreement, subject to modification by PGS from time to time.

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

"Transporter" means, for purposes of this Agreement and the Capacity Release Agreement, individually or collectively as the context requires, any upstream pipeline(s) on which Firm

Issued By: ~~Gordon L. Gillette~~ T. J. Szelistowski, President

Effective:

~~October 11, 2016~~

Issued On: ~~July 15, 2016~~

Transportation Capacity Rights are being temporarily released by PGS to Pool Manager pursuant to the Capacity Release Agreement for purposes of serving the Customer Pool.

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Issued By: ~~Gordon L. Gillette~~ T. J. Szelistowski, President

Effective:

~~October 11, 2016~~

Issued On: ~~July 15, 2016~~

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

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

## ARTICLE II - TERM; PROGRAM CHANGES

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

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

## ARTICLE III - NON-PAYMENT BY CUSTOMER

Pool Manager may terminate its obligation to deliver Gas hereunder for a Customer Account for non-payment of charges due Pool Manager by giving five days’ written notice to PGS prior to the first Day of the Month as of which such termination is to be effective. Any such notice shall be accompanied by (i) documentary evidence of the Customer’s failure to make payment for a period of at least 60 days, (ii) Pool Manager’s affidavit that it has made commercially reasonable and good faith efforts to collect the amount due and (iii) a non-refundable termination fee of ~~\$3052~~.00.

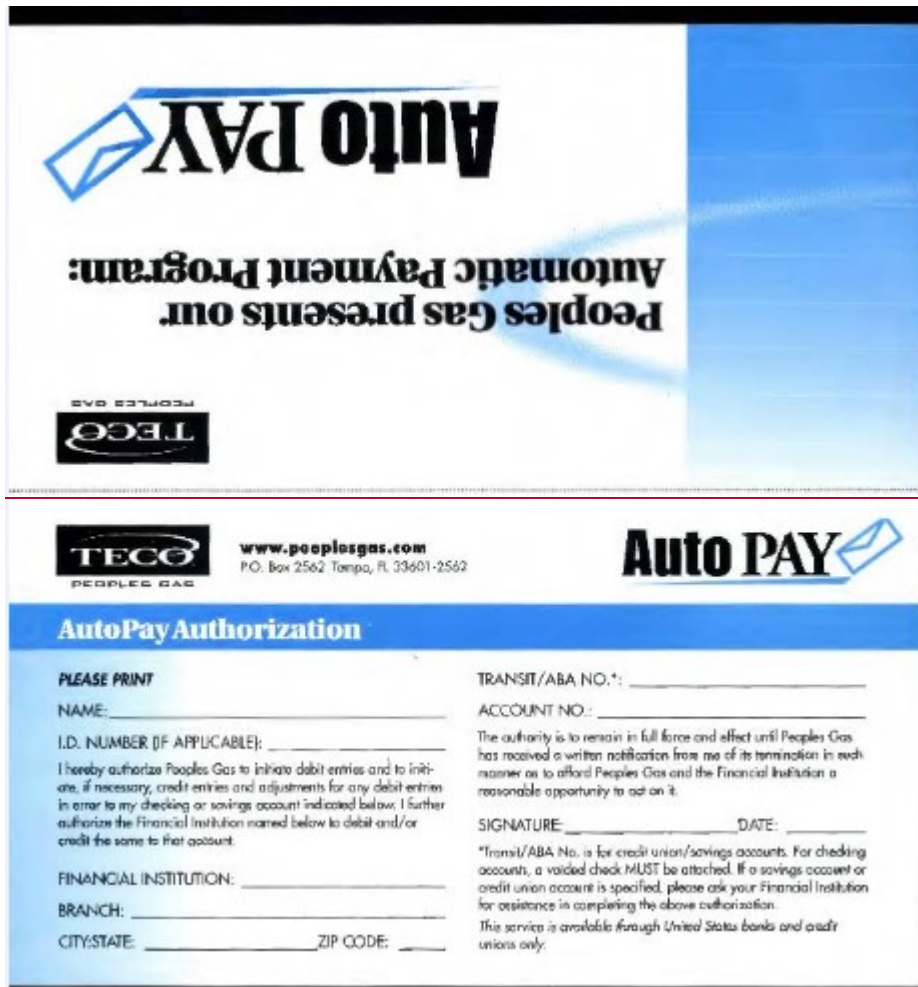
Issued By: ~~Gordon L. Gillette~~ T. J. Szelistowski, President

Effective:

~~October 11, 2016~~

Issued On: ~~July 15, 2016~~

**AUTO-PAY**



The form is titled "AutoPay Authorization" and is presented in a blue and white color scheme. At the top, it features the "Auto PAY" logo with a stylized envelope icon. Below the logo, the text reads "Peoples Gas presents our Automatic Payment Program:". The Peoples Gas logo (TECO) is also present. The form includes fields for "NAME:", "I.D. NUMBER (IF APPLICABLE):", "FINANCIAL INSTITUTION:", "BRANCH:", "CITY: STATE:", and "ZIP CODE:". It also has fields for "TRANSIT/ABA NO.:", "ACCOUNT NO.:", "SIGNATURE:", and "DATE:". A paragraph of text explains the authorization and includes a disclaimer: "The authority is to remain in full force and effect until Peoples Gas has received a written notification from me of its termination in such manner as to afford Peoples Gas and the Financial Institution a reasonable opportunity to act on it." A note at the bottom states: "\*Transit/ABA No. is for credit union/savings accounts. For checking accounts, a voided check MUST be attached. If a savings account or credit union account is specified, please ask your Financial Institution for assistance in completing the above authorization. This service is available through United States banks and credit unions only."

(Front & Back)

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**AUTO-PAY (Continued)**

**Wouldn't you like to write one less check a month?**

**Peoples Gas can help.**

By enrolling in our Automatic Payment Program, you can pay your bills electronically without lifting a finger. With a single authorization from you, AutoPay will automatically pay your Peoples Gas bill each month.

A copy of your bill will be mailed to you at least 10 days before the payment is made so you can enter the bill amount in your checkbook.

And, best of all, this automatic service is free.

To enroll, complete and return the attached form with a voided check.

Or, let the mouse do the work for you! Visit Peoples Gas online at [www.peoplesgas.com](http://www.peoplesgas.com) and sign up for AutoPay on the Web.

PLEASE NOTE: It may take up to two billing cycles for AutoPay to be activated. If you enroll in this program, please examine your monthly bill to ensure that your bill is being paid automatically.

**AutoPay Enrollment Form**

**Follow these three simple steps to enroll in the Peoples Gas AutoPay Program:**

1. Visit Peoples Gas online at [www.peoplesgas.com](http://www.peoplesgas.com) to sign up, or....
2. Complete form, including your signature.
3. Enclose a voided check from your checking account.
4. Mail both to the following address:

TECO Peoples Gas  
Customer Accounting  
Plaza 7  
P.O. Box 2562  
Tampa, FL 33601-2562

Name: \_\_\_\_\_

Peoples Gas  
Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

ADDITIONAL INFORMATION AND SIGNATURE REQUIRED ON BACK

-(Inside)

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## DATA ACCESS AGREEMENT

This Data Access Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Peoples Gas System, a division of Tampa Electric Company, a Florida corporation** ("PGS"), and \_\_\_\_\_, a \_\_\_\_\_ ("Subscriber").

### WITNESSETH

WHEREAS, PGS owns, operates and maintains natural gas measuring and regulating station facilities at \_\_\_\_\_ ("Facilities"); and,

WHEREAS, Subscriber is a customer of PGS, and wishes to receive electronically data regarding Subscriber's natural gas usage ("Data");

WHEREAS, PGS is willing, subject to the terms and conditions contained below, to install, on the Facilities, certain electronic data gathering devices, including, where necessary, lines for transmission of electric power and electronic data (collectively, "Devices") that will make it possible for Subscriber to receive the Data.

NOW, THEREFORE, PGS agrees, subject to the terms and conditions contained in this Agreement, to install, operate, maintain, repair, replace and remove the Devices at the Facilities. The Data drawn from the Devices will be made available at data ports or designated analog or discrete output (collectively, the "Ports"). All Data provided to Subscriber shall be used for the sole purpose of evaluating and managing its internal usage.

Subscriber shall, within thirty (30) days of receiving an invoice, reimburse PGS for all expenses incurred by PGS in connection with, or incidental to, the installation, operation, maintenance, repair, replacement or removal of the Devices. PGS is only providing the Devices; Subscriber shall be responsible for procuring, installing and maintaining, at its own cost and expense, all ~~expenses associated with the~~ computer hardware and software necessary for the its own receipt, ~~assimilation and presentation and use~~ of the Data.

Agreement shall remain in force and effect until the first to occur of (i) ~~discontinuation of~~ Subscriber's status as a customer of PGS, or (ii) termination of this Agreement by PGS or Subscriber on thirty (30) days written notice to the other party. In addition, PGS shall have the right to suspend the transmission of Data, and/or disconnect the Facilities during any period in which, in PGS' sole judgment, the Devices pose a threat of interference with the operation of, ~~or access to,~~ the Facilities, or otherwise poses a risk to person or property.

Subscriber hereby grants to PGS such access as is reasonably necessary for the installation, operation, maintenance, repair, replacement or removal of the Devices.

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

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

Subscriber shall not attempt, and shall not permit any third party to attempt, to adjust, modify or remove the ~~Facilities-Devices~~ without the prior written approval of PGS. Subscriber agrees to protect, indemnify and hold PGS harmless from and against any and all liability, costs, damages and expenses in any way attributable to Subscriber's failure to comply with this Agreement or Subscriber's negligence or fault. This indemnification shall include, but is not limited to, (1) PGS' attorney's fee and court costs, and (2) any liability, costs, damages and expenses resulting from the use of the data signal from the Port. This indemnification provision is in addition to (and does not replace) similar provisions relating to the same subject matter in the Gas Transportation Agreement, if applicable.

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

IN WITNESS WHEREOF, this ~~Agreement~~**DATA ACCESS AGREEMENT** is executed as of the day and year first hereinabove written.

**PEOPLES GAS SYSTEM, a division  
-of TAMPA ELECTRIC COMPANY**

**NAME OF SUBSCRIBER**  
\_\_\_\_\_

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

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



## ~~GTMS Access Form~~

	<b>New User ID</b>		<b>Change User Password*</b>		<b>Delete User ID*</b>
--	------------------------	--	----------------------------------	--	----------------------------

\*If requesting change or delete, please supply your Peoples Gas User ID \_\_\_\_\_

### ~~Company Information~~

~~Legal Name of Company:~~ \_\_\_\_\_

~~Peoples Gas Account Number:~~ \_\_\_\_\_

### ~~User Information~~

~~Name & Title:~~ \_\_\_\_\_

~~Telephone Number:~~ \_\_\_\_\_ ~~Fax Number:~~ \_\_\_\_\_

~~E-mail Address:~~ \_\_\_\_\_

~~Mailing Address~~ (include city, state & zip code):  
\_\_\_\_\_  
\_\_\_\_\_

### ~~Business Role~~

	<b>Shipper</b>		<b>Agent</b>		<b>Other**</b>
--	----------------	--	--------------	--	----------------

\*If designee, specify for whom: Name: \_\_\_\_\_

### ~~Approved By~~

~~Name & Title:~~ \_\_\_\_\_

~~Telephone Number:~~ \_\_\_\_\_

~~E-mail Address:~~ \_\_\_\_\_



## MyQuorum Peoples Gas Access Form

Please Check One:

	<u>New User ID</u>		<u>Delete User ID</u>
--	--------------------	--	-----------------------

Date: \_\_\_\_\_

Business Associate Name: \_\_\_\_\_

Peoples Gas System Account Number: \_\_\_\_\_

Duns Number: \_\_\_\_\_

---

**Business Partner Information**

Contact Person Name: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Mailing Address (include city, state & zip code): \_\_\_\_\_

---

**Business Partner Role**

**Check applicable role(s):**

- Shipper** (Submit & View Nominations, Imbalance Trading, and the Authorization to Post Imbalance)  
 **Analyst** (NCTS Enrollment/De-Enrollment Submission and Update LOA Contact Information)  
 **Designee** (Authorized Access to a Third-Party Natural Gas Supplier's PGS Records)

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**Approved by Business Partner Authorized Company Representative or Designee**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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**Please return this document to:**  
PGSGASTRANSPORTATION@TECOENERGY.COM

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# EXHIBIT C

**PEOPLES GAS SYSTEM  
2021 Depreciation Rate  
Comparison of Rates and Components**

Account Number	Account Title	Current Rates - Effective 1/1/2019 Based on 2015 data							Settlement Proposed - Effective 1/1/2021 Based on 2018 data										Change In Deprec Rate	Balance Method Used	
		Curve Type	Average		Future Net Salvage (%)	Reserve Ratio Approved (%)	Whole LIFE Remaining Life		Whole Life			Remaining Life									
			Service Life (yrs)	Remaining Life (yrs)			Average	Future Net Salvage (%)	Whole Life Rate (%)	Average	Average	Future Reserve	Depreciation	Round							
			Life (yrs)	Life (yrs)			Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)	Life (yrs)						
<b>Distribution Plant</b>																					
37402	Land Rights	SQ	75	59.3	0	20.80	1.3%	1.3%	SQ	75	0	1.3	15.1	59.86	60.0	0	21.7	1.3%	1.3%	0.0%	SURV
37500	Structures & Improvements	R3	40	24.2	0	39.58	2.5%	2.5%	L0	33	0	3.0	14.7	25.9	26.0	0	27.1	2.8%	2.8%	0.3%	SURV
37600	Mains Steel	R2	55	41.2	(40)	66.28	2.5%	1.9%	R1.5	65	(50)	2.3	14.5	53.2	53.0	(50)	37.5	2.1%	2.1%	0.3%	SURV
37602	Mains Plastic	R2	75	64.5	(25)	33.00	1.7%	1.4%	R2	75	(33)	1.8	10.7	65.7	66.0	(33)	30.0	1.8%	1.6%	0.2%	SURV
37800	Meas & Reg Station Eq Gen	R1	31	24.7	(5)	21.46	3.4%	3.3%	R1.5	40	(10)	2.8	10.3	32.1	32.0	(10)	22.9	2.7%	2.7%	-0.6%	SURV
37900	Meas & Reg Station Eq City	R1	31	25.5	(5)	18.70	3.4%	3.3%	R2.5	50	(10)	2.2	4.6	45.5	45.0	(10)	13.3	2.1%	2.1%	-1.2%	SURV
38000	Services Steel	R0.5	50	35.9	(100)	106.03	4.0%	2.6%	R0.5	52	(125)	4.3	23.6	38.3	38.0	(125)	72.0	4.0%	4.0%	1.4%	SURV
38002	Services Plastic	R1.5	55	45.0	(55)	52.68	2.8%	2.3%	R1.5	55	(68)	3.1	11.5	46.0	46.0	(68)	44.8	2.7%	2.7%	0.4%	SURV
38100	Meters	R1	21	15.2	5	26.09	4.5%	4.5%	R2	19	3	5.1	9.2	11.7	11.7	3	37.8	5.0%	5.0%	0.5%	SURV
38200	Meter Installations	R0.5	43	35.1	(20)	22.14	2.8%	2.8%	R1	44	(25)	2.8	12.1	35.6	36.0	(25)	46.2	2.2%	2.2%	-0.6%	SURV
38300	House Regulators	R2	28	16.6	0	40.54	3.6%	3.6%	S1	42	0	2.4	16.0	28.9	29.0	0	47.7	1.8%	1.8%	-1.8%	SURV
38400	House Regulator Installs	R4	27	15.7	(20)	50.32	4.4%	4.4%	R1	47	(25)	2.7	13.7	37.3	37.0	(25)	55.7	1.9%	1.9%	-2.5%	SURV
38500	Meas & Reg Station Eq Ind	R4	32	12.9	0	59.64	3.1%	3.1%	R3	37	(2)	2.8	19.2	20.0	20.0	(2)	56.9	2.3%	2.3%	-0.8%	SURV
38600	Other Property Cust Premise	R1	15	15.0	0	0.00	6.7%	6.7%	R1	15	0	6.7	0.0	15.0	15.0	0	0.0	6.7%	6.7%	0.0%	SURV
38700	Other Equipment	S2	16	10.2	0	36.21	6.3%	6.3%	L2	24	0	4.2	8.5	17.1	17.1	0	48.3	3.0%	3.0%	-3.3%	SURV
<b>Transportation Equipment</b>																					
39201	Vehicles up to 1/2 Tons	S1	8	4.5	10	38.92	11.3%	11.4%	L2.5	9	11	9.9	5.0	5.6	5.6	11	49.6	7.0%	7.0%	-4.4%	SURV
39202	Vehicles from 1/2 - 1 Tons	S1	7	3.3	10	47.17	12.9%	13.0%	L3	10	11	8.9	4.8	6.2	6.2	11	54.6	5.6%	5.6%	-7.4%	SURV
39204	Trailers & Other	S3	20	15.5	20	18.09	4.0%	4.0%	R2	27	15	3.1	5.4	22.6	23.0	15	19.7	2.9%	2.9%	-1.1%	SURV
39205	Vehicles over 1 Ton	S4	12	7.0	10	37.17	7.5%	7.5%	L2	12	4	8.0	8.3	6.6	6.6	4	52.6	6.6%	6.6%	-0.9%	SURV
<b>General Plant</b>																					
30100	Organization Costs	Not Depreciable							Not Depreciable										0.0%	Amort	
30200	Franchise & Consents	SQ	25	25	0	0.00	4.0%	4.0%	SQ	25	0	4.0	0.0	25.0	25.0	0	0.0	4.0%	4.0%	0.0%	Amort
30300	Misc Intangible Plant	SQ	25	4.5	0	81.93	4.0%	4.0%	SQ	25	0	4.0	25.5	0.5	0.5	0	101.9	4.0%	4.0%	0.0%	Amort
30301	Custom Intangible Plant	SQ	15	9.9	0	33.98	6.7%	6.7%	SQ	15	0	6.7	5.6	9.7	9.7	0	36.5	6.6%	6.6%	-0.1%	Amort
39000	Structures & Improvements	R3	40	34.0	0	13.90	2.5%	2.5%	L0	25	0	4.0	7.1	20.9	21.0	0	50.4	2.4%	2.4%	-0.1%	SURV
39100	Office Furniture	SQ	15	5.8	0	61.01	6.7%	6.7%	SQ	17	0	5.9	8.2	14.5	14.5	0	22.9	5.9%	5.9%	-0.8%	Amort
39101	Computer Equipment	SQ	8	1.8	0	77.82	12.5%	12.3%	SQ	9	0	11.1	7.7	5.2	5.2	0	86.8	11.1%	11.1%	-1.2%	Amort
39102	Office Equipment	SQ	15	8.5	0	43.42	6.7%	6.7%	SQ	15	0	6.7	4.7	13.1	13.1	0	52.0	6.7%	6.7%	0.0%	Amort
39300	Stores Equipment	S4	25	22.0	0	14.03	4.0%	3.9%	SQ	24	0	4.2	8.5	18.5	18.5	0	33.5	4.2%	4.2%	0.3%	Amort
39400	Tools, Shop & Garage Equip	SQ	15	11.1	0	25.83	6.7%	6.7%	SQ	18	0	5.6	6.7	11.4	11.4	0	45.9	5.6%	5.6%	-1.1%	Amort
39401	CNG Station Equipment	SQ	20	20	0	0.00	5.0%	5.0%	SQ	20	0	5.0	3.6	16.4	16.4	0	17.0	5.0%	5.0%	0.0%	Amort
39500	Laboratory Equipment	SQ	20	20.0	0	0.00	5.0%	5.0%	SQ	20	0	5.0	0.0	20.0	20.0	0	0.0	5.0%	5.0%	0.0%	Amort
39600	Power Operated Equipment	S4	15	8.0	5	44.63	6.3%	8.3%	L1.5	18	10	5.0	10.7	11.2	11.2	10	60.1	2.7%	2.7%	-3.6%	SURV
39700	Communication Equipment	SQ	12	4.6	0	62.08	8.3%	8.2%	SQ	13	0	7.7	9.6	4.7	4.7	0	81.4	7.7%	7.7%	-0.5%	Amort
39800	Miscellaneous Equipment	SQ	17	3.8	0	77.38	5.9%	6.0%	SQ	20	0	5.0	3.2	16.8	16.8	0	(10.8)	5.0%	5.0%	-1.0%	Amort
<b>New Plant</b>																					
33600	RNG Plant	NA	NA	NA	NA	NA	NA	NA	R2	30	(5)	3.5	0.0	30.0	30.0	(5)	0.0	3.5%	3.5%	NA	SURV
36400	LNG Plant	NA	NA	NA	NA	NA	NA	NA	R2	30	(5)	3.5	0.0	30.0	30.0	(5)	0.0	3.5%	3.5%	NA	SURV
37700	Compressor Equipment	NA	NA	NA	NA	NA	NA	NA	R2	35	(5)	3.0	0.0	35.0	35.0	(5)	0.0	3.0%	3.0%	NA	SURV

# EXHIBIT D



**Peoples Gas System  
Comparison of Depreciation Accrual Rates  
Using Average Life Group Depreciation  
As of December 31, 2020**

Account	Description	Plant Balance (c)	Existing Accrual Rate (d)	Accrual \$ at Existing Rates (e) = (c) * (d)	Settlement			As Filed in Depreciation Study		
					Revised Accrual Rate (f)	Accrual at Revised Rates (g)=(c) * (f)	Difference in Expense \$ (h) = (g)-(e)	Revised Accrual Rate (f)	Accrual at Revised Rates (g)=(c) * (f)	Difference in Expense \$ (h) = (g)-(e)
<b>Intangible Plant</b>										
30300	Misc Intangible Plant	815,325	4.0%	0	4.0%	0	0	4.0%	0	0
30301	Custom Intangible Plant	48,733,613	6.7%	3,265,152	6.6%	3,216,418	(48,734)	6.6%	3,216,418	(48,734)
	Subtotal Intangible	49,548,938		3,265,152		3,216,418	(48,734)		3,216,418	(48,734)
<b>Distribution</b>										
37402	Land Rights	4,268,873	1.3%	55,495	1.3%	55,495	0	1.3%	55,495	0
37500	Structures & Improvements	26,284,145	2.5%	657,104	2.8%	735,956	78,852	2.8%	735,956	78,852
37600	Mains Steel	548,115,480	1.8%	9,866,079	2.1%	11,510,425	1,644,346	2.3%	12,606,656	2,740,577
37602	Mains Plastic	659,435,120	1.4%	9,232,092	1.6%	10,550,962	1,318,870	1.7%	11,210,397	1,978,305
37800	Meas & Reg Station Eq Gen	18,885,293	3.3%	623,215	2.7%	509,903	(113,312)	2.7%	509,903	(113,312)
37900	Meas & Reg Station Eq City	96,523,663	3.3%	3,185,261	2.1%	2,026,997	(1,158,264)	2.1%	2,026,997	(1,158,264)
38000	Services Steel	55,853,817	2.6%	1,454,799	4.0%	2,238,153	783,353	4.7%	2,629,829	1,175,030
38002	Services Plastic	409,505,670	2.3%	9,418,630	2.7%	11,056,653	1,638,023	2.9%	11,875,664	2,457,034
38100	Meters	78,709,924	4.5%	3,541,947	5.0%	3,935,496	393,550	5.0%	3,935,496	393,550
38200	Meter Installations	73,171,228	2.8%	2,048,794	2.2%	1,609,767	(439,027)	2.4%	1,756,109	(292,685)
38300	House Regulators	17,697,139	3.8%	637,097	1.8%	318,549	(318,549)	1.8%	318,549	(318,549)
38400	House Regulator Installs	25,563,041	4.4%	1,124,774	1.9%	485,698	(639,076)	2.0%	511,261	(613,513)
38500	Meas & Reg Station Eq Ind	12,194,965	3.1%	378,044	2.3%	280,484	(97,560)	2.3%	280,484	(97,560)
38700	Other Equipment	9,624,238	6.3%	606,327	3.0%	288,727	(317,600)	3.0%	288,727	(317,600)
	Subtotal Distribution	2,035,932,594		42,829,677		45,603,265	2,773,588		48,741,524	5,911,847
<b>General</b>										
39000	Structures & Improvements	28,184	2.5%	705	2.4%	676	(28)	2.4%	676	(28)
39100	Office Furniture	5,408,531	6.7%	362,372	5.9%	319,103	(43,268)	5.9%	319,103	(43,268)
39101	Computer Equipment	2,649,077	12.3%	325,837	11.1%	294,048	(31,789)	11.1%	294,048	(31,789)
39102	Office Equipment	1,402,780	6.7%	93,986	6.7%	93,986	0	6.7%	93,986	0
39201	Vehicles up to 1/2 Tons	12,072,999	11.4%	1,376,322	7.0%	845,110	(531,212)	7.0%	845,110	(531,212)
39202	Vehicles from 1/2 - 1 Tons	12,134,491	13.0%	1,577,484	5.6%	679,531	(897,952)	5.6%	679,531	(897,952)
39204	Trailers & Other	2,563,258	4.0%	102,530	2.9%	74,334	(28,196)	2.9%	74,334	(28,196)
39205	Vehicles over 1 Ton	1,900,118	7.5%	142,509	6.6%	125,408	(17,101)	6.6%	125,408	(17,101)
39300	Stores Equipment	1,283	3.9%	50	4.2%	54	4	4.2%	54	4
39400	Tools, Shop & Garage Equip	7,365,877	6.7%	493,514	5.6%	412,489	(81,025)	5.6%	412,489	(81,025)
39401	CNC Station Equipment	16,158,263	5.0%	807,913	5.0%	807,913	0	5.0%	807,913	0
39600	Power Operated Equipment	3,203,465	6.3%	201,818	2.7%	86,494	(115,325)	2.7%	86,494	(115,325)
39700	Communication Equipment	3,099,289	8.2%	254,142	7.7%	238,645	(15,496)	7.7%	238,645	(15,496)
39800	Miscellaneous Equipment	798,818	6.0%	47,929	5.0%	39,941	(7,988)	5.0%	39,941	(7,988)
	General Plant Amortization (reserve excess)					(342,201)	(342,201)		(342,201)	(342,201)
	Subtotal General	68,786,436		5,787,110		3,675,532	(2,111,578)		3,675,532	(2,111,578)
<b>Total</b>		<b>2,154,267,969</b>		<b>51,881,939</b>		<b>52,495,216</b>	<b>613,276</b>		<b>55,633,475</b>	<b>3,751,536</b>
Note: General Plant excludes fully accrued assets greater than proposed average service life										
<b>Plant added in 2021</b>										
33600	RNG Plant	28,669,262	NA		3.5%	1,003,424	1,003,424			
36400	LNG Plant	21,289,512	NA		3.5%	745,133	745,133			
37700	Compressor Equipment	17,225,837			3.0%	516,775	516,775			
	Total Pro Forma	67,184,611				2,265,332	2,265,332			
<b>Total Depreciable Plant</b>		<b>2,221,452,580</b>		<b>51,881,939</b>		<b>54,760,548</b>	<b>2,878,609</b>			