

DOCKET NO. 20250057-GU

FILED 4/4/2025 DOCUMENT NO. 02627-2025 FPSC - COMMISSION CLERK

Writer's Direct Dial Number: (850) 521-1706 Writer's E-Mail Address: bkeating@gunster.com

April 4, 2025

#### VIA E-PORTAL

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

# **Re:** [New Docket] – Petition of Florida Public Utilities Company for Approval of Tariff Modification to enable equipment financing.

Dear Mr. Teitzman:

Attached for filing, please find Florida Public Utilities Company's Petition for Approval of Tariff Modification, along with First Revised Tariff Sheet 6.153, and Original Sheet 6.154.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,

Beth Keating Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601 Tallahassee, FL 32301 (850) 521-1706

MEK

Cc:// Office of the General Counsel Office of Public Counsel

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of a tariff ) modification for equipment financing by ) Florida Public Utilities Company. )

Docket No.: Filed: April 4, 2025

# PETITION FOR APPROVAL OF TARIFF MODIFICATION FOR EQUIPMENT FINANCING BY FLORIDA PUBLIC UTILITIES COMPANY

Florida Public Utilities Company ("FPUC" or "Company"), by and through its undersigned

counsel, hereby files this Petition seeking approval by the Florida Public Service Commission

("Commission") of tariff changes to enable FPUC to provide and finance compression, conversion,

or RNG equipment for its customers.

In support of this request, the Company hereby states:

1. FPUC is a natural gas distribution company subject to the Commission's jurisdiction under

Chapter 366, Florida Statutes. Its principal business address is:

Florida Public Utilities Company 208 Wildlight Ave. Yulee, FL 32097

2. The name and mailing address of the persons authorized to receive notices are:

Gunster, Yoakley & Stewart, P.A.Manager Regulatory Affairs215 South Monroe St., Suite 601208 Wildlight Ave,Tallahassee, FL 32301Yulee, FL 32097(850) 521-1706MBustos@chpk.com	ath Monroe St., Suite 601208 Wildlight Ave, Yulee, FL 32301Stee, FL 32301MBustos@ohpk.com	
---	--	--

3. The Company is unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Company's request set forth herein does not involve reversal or modification of a Commission decision or proposed agency action. This is

a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

#### **TARIFF MODIFICATION**

- 4. By this Petition, the Company seeks approval of certain tariff changes that will enable it to implement equipment financing for customers related to gas conversion, compression, or RNG equipment. With this tariff change, the Company and a customer may enter into an agreement to recover the costs, plus interest, associated with the equipment. The financing charge will be reflected on the customer's bill until paid off. Otherwise, the customer will receive service under the appropriate rate schedule once the equipment is installed and operational. Under this tariff change, FPUC will be able to help customers facilitate their conversion costs to help ease the transition to natural gas.
- 5. The requested tariff modification reflects a similar provision in the tariff of Florida City Gas ("FCG")<sup>1</sup>. FCG has successfully utilized the similar provision in its tariff to help customers manage the costs of converting appliances to natural gas. One example of this success is reflected in the high demand for water heaters. This financing provision in FCG's tariff has enabled FCG to help customers that are interested in this popular product manage the cost of making the conversion when it might otherwise be cost prohibitive. FPUC would like to be able to implement the proposed tariff language to enable it to assist its own customers in the same way, which would also further consistency in the tariffs across the Florida platform of Chesapeake-owned companies.
- 6. FPUC expects a similar level of interest in the financing service as that which FCG has

<sup>&</sup>lt;sup>1</sup> Florida City Gas Tariff, First Revised Sheet No.26, Paragraph 19

received. Overall, the addition of equipment financing will promote the alignment of the two companies' services, and it will enhance FPUC's ability to provide service to its customers.

7. Attached as Attachment A, are the revised tariff sheets reflecting the addition of the proposed equipment financing language.

WHEREFORE, Florida Public Utilities Company respectfully requests that the Commission approve its request to implement an equipment financing provision to its tariff.

RESPECTFULLY SUBMITTED this 4<sup>th</sup> day of April 2025.

Het Kelm

Beth Keating, Esq. Gunster, Yoakley & Stewart, P.A. 215 S. Monroe St., Suite 601 Tallahassee, FL 32301 (850) 521-1706

Attorneys for Florida Public Utilities Company

# CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Petition has been served upon the following by Electronic Mail this 4th day of April, 2025:

Walt Trierweiler, Public Counsel, Office of Public Counsel c/o the Florida Legislature 111 West Madison Street, Rm 812 Tallahassee, FL 32399-1400 trierweiler.walt@leg.state.fl.us

Keith Hetrick, General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399 khetrick@psc.state.fl.us

By:

Mit Rut

Beth Keating, Esq. Gunster, Yoakley & Stewart, P.A. 215 S. Monroe St., Suite 601 Tallahassee, FL 32301 (850) 521-1706

Attorneys for Florida Public Utilities Company

ATTACHMENT A Revised Tariff Sheets Of Florida Public Utilities Company Clean/Tracked Changes

> First Revised Sheet 6.153 Original Sheet 6.154

- a. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.
- b. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.
- 4. <u>Service Extensions from Existing Mains:</u>

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

5. <u>Temporary Service:</u>

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

6. Relocation of Distribution Facilities:

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

7. Ownership of Property:

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

8. Equipment Financing:

If the Company agrees to provide the necessary gas conversion, compression, or RNG equipment to be owned and maintained by the Customer, an agreement as to terms and

## Equipment Financing Continued

conditions governing recovery of the costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such equipment. At such time when the Company has recovered its costs of providing such equipment the ongoing gas deliveries shall be billed at rates stated in the Customers applicable Rate Schedule.

- a. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.
- b. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.
- 4. Service Extensions from Existing Mains:

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

5. Temporary Service:

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

6. <u>Relocation of Distribution Facilities:</u>

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

7. Ownership of Property:

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

8. Equipment Financing:

If the Company agrees to provide the necessary gas conversion, compression, or RNG equipment to be owned and maintained by the Customer, an agreement as to terms and

#### Equipment Financing Continued

conditions governing recovery of the costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such equipment. At such time when the Company has recovered its costs of providing such equipment the ongoing gas deliveries shall be billed at rates stated in the Customers applicable Rate Schedule.

- a. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.
- b. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.
- 4. Service Extensions from Existing Mains:

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

5. <u>Temporary Service:</u>

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

6. <u>Relocation of Distribution Facilities:</u>

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

7. Ownership of Property:

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

8. Equipment Financing:

If the Company agrees to provide the necessary gas conversion, compression, or RNG equipment to be owned and maintained by the Customer, an agreement as to terms and

Issued by: Jeffrey Sylvester, Chief Operating Officer Florida Public Utilities Company

Effective:

March-1,

Original Sheet No. 6.154

# **<u>RULES AND REGULATIONS - CONTINUED</u>**

#### Equipment Financing Continued

conditions governing recovery of the costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such equipment. At such time when the Company has recovered its costs of providing such equipment the ongoing gas deliveries shall be billed at rates stated in the Customers applicable Rate Schedule.