

## INDEX OF RATE SCHEDULES

### SHEET NO.

#### GENERAL APPLICABILITY PROVISIONS:

A.	Character of Service	7.101
B.	Purchased Gas Adjustment Clause	7.101-1
C.	Energy Conservation Cost Recovery Clause	7.101-2
D.	Swing Service Charge	7.101-3
E.	Transition Cost Recovery Charge	7.101-4
F.	Tax and Fee Adjustment Clause	7.101-5
G.	Competitive Rate Adjustment Clause	7.101-5
H.	Conditions for Transportation of Customer-Owned Gas	7.101-7
I.	Main Extension Program	7.101-7

## RATE SCHEDULES

#### RESIDENTIAL RATES:

Residential Service (RS)	7.201
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#### GENERAL SERVICE RATES:

Small General Service (SGS)	7.301
General Service - 1 (GS-1)	7.302
General Service - 2 (GS-2)	7.303
General Service - 3 (GS-3)	7.303-2
General Service - 4 (GS-4)	7.303-4
General Service - 5 (GS-5)	7.304
Commercial Street Lighting Service (CSLS)	7.306

#### SPECIAL FIRM GAS RATES:

Natural Gas Vehicle Service (NGVS)	7.401
Residential Standby Generator Service (RS-SG)	7.402
Commercial Standby Generator Service (CS-SG)	7.403

#### WHOLESALE RATES:

Wholesale Service - Firm (WHS)	7.501
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#### INTERRUPTIBLE RATES:

Small Interruptible Service (SIS)	7.601
Interruptible Service (IS)	7.603
Interruptible Service - Large Volume (ISLV)	7.605
Contract Interruptible Service (CIS)	7.607

**INDEX OF RATE SCHEDULES (Continued)**

	<b><u>SHEET NO.</u></b>
<b>SPECIAL INTERRUPTIBLE RATES:</b>	
City Gate Service (CG)	7.701
Off-System Sales Service (OSS)	7.702
 <b>RIDERS</b>	
Transportation Aggregation Rider TA	7.802
Natural Choice Transportation Service (Rider NCTS)	7.803
Individual Transportation Service (Rider ITS)	7.805

## GENERAL APPLICABILITY PROVISIONS

The following general provisions are applicable to each rate schedule contained in this tariff.

### A. CHARACTER OF SERVICE

1. General Service. Gas, purchased by Customer from Company, having a nominal heating value of not less than 950 BTU per cubic foot. The Company will endeavor to provide Gas Service on a continuous basis, but does not guarantee to do so. Detailed procedures for orderly curtailment in the event of a shortage of Gas from the Company's suppliers are set forth in the Company's curtailment plan on file with the Commission.
2. Interruptible Service and Contract Interruptible Service. Gas, purchased by Customer from Company, having a nominal heating value of not less than 950 BTU per cubic foot, delivered on an interruptible basis. Gas Service rendered under Interruptible and Contract Interruptible Rate Schedules will be curtailed or fully interrupted at the sole discretion of the Company. The Customer shall hold the Company harmless from any and all liabilities, penalties, alternate fuels subsidies, price adjustments and claims of whatever type, resulting from or arising out of the Company's curtailment or interruption of Gas consumption or deliveries to Customers electing Interruptible Service.
3. Individual Transportation Service. Gas made available to Company by or for the account of Customer (other than as a part of Gas made available to Company by or for the account of an NCTS Customer Pool, as defined in Rider NCTS of this tariff) for transportation service on Company's system from a designated point of receipt to a designated point of delivery. Company shall have no obligation to re-deliver Gas which Company has not received from or for the account of Customer. If the Gas is delivered for transportation by Company under a firm rate schedule, Company will endeavor to re-deliver the Gas on a continuous basis, but does not guarantee to do so. Detailed procedures for orderly curtailment of deliveries are set forth in the Company's curtailment plan on file with the Commission. Transportation service rendered under Interruptible and Contract Interruptible rate schedules will be curtailed or interrupted at the sole discretion of the Company. The Customer shall hold the Company harmless from any and all liabilities, penalties, alternate fuels subsidies, price adjustments and claims of whatever type, resulting from or arising out of the Company's curtailment or interruption of deliveries of Gas transported by Company under an interruptible rate schedule.
3. Natural Choice Transportation Service. Gas made available to Company by or for the account of Customer as part of an NCTS Customer Pool (as defined in Rider NCTS of this tariff), for transportation on Company's system from a designated point of receipt to a designated point of delivery. Company shall have no obligation to re-deliver Gas which Company has not received from or for the account of an NCTS Customer Pool. If the Gas is to be delivered by Company to Customer under a firm rate schedule, Company will endeavor to re-deliver the Gas on a continuous basis, but does not guarantee to do so. Detailed procedures for orderly curtailment of deliveries are set forth in the Company's curtailment plan on file with the Commission. Natural Choice Transportation Service rendered under Interruptible

### **GENERAL APPLICABILITY PROVISIONS (Continued)**

and Contract Interruptible rate schedules will be curtailed or interrupted at the sole discretion of the Company. The Customer shall hold the Company harmless from any and all liabilities, penalties, alternate fuels subsidies, price adjustments and claims of whatever type, resulting from or arising out of the Company's curtailment or interruption of deliveries of Gas transported by Company under an interruptible rate schedule.

#### **B. PURCHASED GAS ADJUSTMENT CLAUSE**

Except for Gas purchases by Customer at the initial point of Company's receipt of such Gas on Company's distribution system pursuant to Rate Schedule CG, the energy charge of the Monthly Rate for Gas supplied in any Billing Period shall be adjusted by the Company's expected weighted average cost of Gas (WACOG). The WACOG may not exceed the Commission-approved purchased Gas cost recovery factor based on estimated Gas purchases (excluding purchases made by Customers at the initial point of Company's receipt of such Gas on Company's distribution system pursuant to Rate Schedule CG) for the twelve-month period of January through December, in accordance with the methodology adopted by the Commission on May 2, 1991, in Order No. 24463, Docket No. 910003-GU, or as such methodology may be amended from time to time by further order of the Commission. The WACOG determined as set forth above shall be multiplied by 1.00503 for regulatory fees, rounded to the nearest \$.00001 per Therm, and applied to the total number of Therms (excluding purchases made by Customer at the initial point of Company's receipt of such Gas on Company's distribution system pursuant to Rate Schedule CG) consumed by the Customer during the Billing Period.

The purchased Gas cost recovery factor (cap) approved by the Commission for bills rendered for meter readings taken on or after January 1, 2009, beginning with the first or applicable billing cycle through the last billing cycle for December 2009 is \$1.51426 per Therm.

The purchased Gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve (12) month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, may increase or decrease the WACOG as long as any increase does not exceed the authorized cap. The current month WACOG may be adjusted for prior months' differences between projected and actual costs of Gas purchased, but may not exceed the approved cap for the period.

**GENERAL APPLICABILITY PROVISIONS (Continued)**

**C. ENERGY CONSERVATION COST RECOVERY ADJUSTMENT CLAUSE**

The bill for Gas and transportation service supplied to a retail Customer in any Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule shall be increased or decreased to the nearest \$0.00001 per therm and include the tax factor of 1.00503 for each Therm of consumption or transportation to recover the conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The cost recovery factors for the period from meter readings taken on or after January 1, 2009 through the last billing cycle for December 2009 are as follows:

<u>Rate Class</u>	<u>Recovery Factor</u>
Residential	\$0.02438 per Therm
Residential Standby Generator	\$0.02438 per Therm
Small General Service	\$0.02279 per Therm
Commercial Standby Generator	\$0.02279 per Therm
General Service - 1	\$0.00817 per Therm
General Service - 2	\$0.00664 per Therm
General Service - 3	\$0.00556 per Therm
General Service - 4	\$0.00501 per Therm
General Service - 5	\$0.00285 per Therm
Commercial Street Lighting	\$0.00355 per Therm
Natural Gas Vehicle Service	\$0.00428 per Therm

Pursuant to FPSC Order No. 23576, no conservation cost recovery factor shall be applied to Therms consumed or transported for use in a cogeneration facility, regardless of the rate schedule under which such Therms are consumed or transported by Company.

**GENERAL APPLICABILITY PROVISIONS (Continued)**

**D. SWING SERVICE CHARGE**

The Pool Manager of a Customer receiving aggregated transportation service from Company under the Natural Choice Transportation Service Rider (Rider NCTS) provides a fixed daily quantity of Gas supply and interstate pipeline transportation capacity throughout each month. The Company must increase or reduce the system's Gas supply and use of interstate pipeline capacity in an effort to balance the actual daily consumption of a Rider NCTS Customer as it differs from the fixed daily quantity of Gas being delivered by the Customer's Pool Manager during the month. The Swing Service Charge is assessed to firm Rider NCTS Customers to cover the costs incurred by the Company to maintain the above-described balance and distribution system integrity.

The bill for aggregated transportation service provided by Company to a firm Customer pursuant to Rider NCTS in any Billing Period shall be adjusted as follows:

The monthly consumption of each Rider NCTS Customer shall be multiplied by the Swing

Service Charge factors listed below, each factor being increased or decreased to the nearest \$0.0001 per therm and include the regulatory assessment tax factor of 1.00503:

<b><u>Rate Class</u></b>	<b><u>Recovery Factor</u></b>
Small General Service	\$0.0281 per Therm
Commercial Street Lighting	\$0.0117 per Therm
Natural Gas Vehicle Service	\$0.0289 per Therm
General Service 1	\$0.0145 per Therm
General Service 2	\$0.0126 per Therm
General Service 3	\$0.0126 per Therm
General Service 4	\$0.0126 per Therm
General Service 5	\$0.0099 per Therm

Revenues derived from the Swing Service Charge are credited to the Purchased Gas Adjustment Clause to the extent applicable.

E.

RESERVED FOR FUTURE USE

## GENERAL APPLICABILITY PROVISIONS (Continued)

### F. TAX AND FEE ADJUSTMENT CLAUSE

The bill for Gas Service computed under the rates in this tariff shall be increased by the appropriate proportionate part of all taxes, licenses, assessments, or fees imposed by any governmental authority based on the production or consumption of natural Gas or on revenues derived from the consumption of Gas. Should franchise fees be included in the basis for determining the amount of the State Regulatory Trust Fund fees, the franchise fee addition reflected in the bill shall be computed at a factor of 1.00503 of such franchise fee. All of the foregoing additions to the bill will be shown separately from the amount billed for Gas.

### G. COMPETITIVE RATE ADJUSTMENT CLAUSE (Non-West Florida Region)

The Distribution Charge for Gas delivered after September 30, 1989 to Customers other than those served under Company's Rate Schedules ISLV, ITLSV, CIS and CTS is subject to adjustment in accordance with the following provisions, for prior shortfalls or surpluses in Company's contract interruptible and contract transportation service revenues.

1. For the purposes of this clause, the following definitions shall apply:
  - a. "Actual revenue" means Company's actual non-gas revenue derived from service provided under its Rate Schedule CIS and CTS during a determination period.
  - b. "Base revenue" means the non-gas revenue which Company would have derived had all Gas delivered under Company's Rate Schedule CIS and CTS during a determination period been billed at the distribution charge established for service under applicable interruptible rate schedules in Company's last base rate proceeding.
  - c. "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a determination period.
  - d. "Shortfall" means the amount, if any, by which Company's base revenue exceeds its actual revenue for a determination period.
2. The existence of a shortfall or surplus shall be determined by comparing Company's actual revenue with its base revenue. This determination shall be made each year for the twelve (12) months ending September 30 ("determination period").
3. Adjustments to rates pursuant to this clause shall be implemented during an "adjustment period", which shall be the eleven (11) months ending September 30 in the year following the determination period in the event of a surplus. In the event of a shortfall, any eleven (11) successive months ending on a September 30 within five (5) years following the determination period may be an adjustment period.

**GENERAL APPLICABILITY PROVISIONS (Continued)**

4. In the event of a surplus, Company shall reduce rates to Customers (other than Customers served under Rate Schedules ISLV and CIS) to credit them with revenues equal to the surplus.
5. In the event of a shortfall, Company may increase rates to Customers (other than Customers served under Rate Schedules ISLV and CIS) to recover an amount not to exceed the amount of the shortfall.
6. A surplus refund or shortfall recovery shall be implemented during an adjustment period by reducing or increasing the non-gas energy charge or transportation charge prescribed in each rate schedule of this tariff (except Rate Schedules ISLV and CIS) by an adjustment factor computed as follows and rounded to the nearest .001 cent per Therm:

In event of a surplus, subtract: 
$$\frac{\text{Surplus Refund to Customers}}{\text{PTS}}$$

In event of a shortfall, add: 
$$\frac{\text{Shortfall Recovery}}{\text{PTS}}$$

Where PTS is the projected Therm consumption for Customers (excluding Customers serviced under Rate Schedules ISLV and CIS) during the adjustment period.

Any variation between the actual refund to Customers and the amount calculated pursuant to the preceding paragraph, or between the actual shortfall recovery and the amount which Company elected to recover in an adjustment period, shall be "trued-up" during the succeeding adjustment period pursuant to methodology approved by the Commission.

7. Company may defer all or any portion of a shortfall recovery to a subsequent adjustment period or portion thereof.

## GENERAL APPLICABILITY PROVISIONS (Continued)

### H. CONDITIONS FOR TRANSPORTATION OF CUSTOMER-OWNED GAS

Provisions applicable to each Customer which receives individual transportation service provided by Company (regardless of whether such Customer also purchases Gas from Company pursuant to a rate schedule providing for sales service) are found in Rider ITS of this tariff. Provisions applicable to each Customer which receives aggregated transportation service provided by Company (regardless of whether such Customer also purchases Gas from Company pursuant to a rate schedule providing for sales service) are found in Rider NCTS of this tariff.

### I. MAIN EXTENSION PROGRAM

In cases where the estimated actual cost of extending necessary Main and Service facilities exceeds the Maximum Allowable Construction Cost (MACC); and where the Company determines, in its reasonable discretion and in accord with Section VI of the Company's Rules and Regulations, that there is a reasonable likelihood that an extension of Main or Service facilities will produce sufficient revenues to justify the necessary investment in such facilities; and where the Company determines that the creditworthiness of the party or parties requesting the extension is satisfactory to assure recovery of the additional investment above the MACC, the Company may provide for the recovery of estimated actual extension costs in excess of the MACC via a Main Extension Program (MEP Charge). In such cases, in lieu of a Construction Deposit Agreement, the party or parties requesting an extension subject to the MEP Charge may enter into a guaranty agreement with the Company by which said party or parties shall agree to pay to the Company any remaining unamortized balance of the amount subject to the MEP Charge at the end of the Amortization Period.

Where the MEP Charge is applied, the MEP Charge shall be paid only by Customers in the area served by the extended Main for which the MEP Charge is levied. The MEP Charge applicable to each such Customer shall be expressed in dollars per Premise (as hereinafter defined) per month and shall be calculated according to the following formula.

### GENERAL APPLICABILITY PROVISIONS (Continued)

MEP Charge =  $\frac{\text{MEP Non-fuel Revenue Requirement} / \text{Projected Number of Premises}}{\text{Number of Months in the Amortization Period}}$

where the following definitions apply:

“Initial MEP Charge” means the additional charge, in dollars per Premise per month, to be paid by a Customer for each Premise located in the specific geographic area(s) served by the extended Main and Service.

MEP Non-fuel Revenue Requirement means the non-fuel revenue requirement necessary to amortize the excess of the cost of the Main and service facilities extension above the applicable MACC, while yielding the Company's overall rate of return approved by the Florida Public Service Commission in the Company's last rate proceeding before the calculation of the MEP Charge, and taking into account the projected year-by-year Premise Additions for all rate classes to be served through the extension.

Projected Number of Premises means the Company's estimate of the total number of new customers to be billed by the Company within the area(s) served by the extended facilities in each year during the Amortization Period.

Amortization Period means the period, in months (not to exceed 120 Billing Months), over which the MEP Charge for a given area will be collected. The Amortization Period shall apply individually to each Premise and shall not exceed 120 Billing Months. For the purpose of the MEP surcharge, a Billing Month shall mean a month in which the Company renders a billing statement to an active Customer Account for the Premise served by a MEP extension of facilities. If a Premise becomes inactive, the Amortization Period shall be suspended until the Premise is reactivated.

Upon the earlier of (1) the third anniversary of the in-service date of the extension and (2) the date on which 80% of the originally forecast Premises are activated, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the MEP Charge applicable to each rate class. The resulting adjustment of the MEP Charges (whether upward or downward) will be applied prospectively over the remainder of the Amortization Period.

### GENERAL APPLICABILITY PROVISIONS (Continued)

The Company may enter into a guaranty agreement with the party or parties requesting the extension, whereby that party or parties, agree to pay to the Company any unamortized balance remaining at the end of the Amortization period. The Company's rights under the guaranty agreement will not be considered when calculating the applicable MEP Charges.

If Premise connections develop more rapidly than anticipated in the calculation of the MEP Charges, additional net base rate revenues (i.e., customer charges and distribution charges) shall be applied to reduce the remaining principal balance of the amount being amortized. If the principal balance is fully amortized before the Amortization Period ends, the MEP Charges for the specific area shall terminate immediately, and any over-collections shall be promptly credited to the affected Customers. If Premise Additions over the Amortization Period is insufficient to fully amortize the principal amount being amortized, then the party or parties requesting the extension shall pay to the Company the remaining amount due pursuant to the guaranty agreement referenced above.

## 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.

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

**Monthly Rate:**

<u>Billing Class</u>	<u>Customer Charge</u>
RS-1	\$12.00 per month
RS-2	\$15.00 per month
RS-3	\$20.00 per month

Distribution Charge: \$0.26782 per Therm

Minimum Bill: The Customer charge.

## RESIDENTIAL SERVICE (Continued)

Note 1 – Company's BudgetPay plan is available to eligible Customers receiving Gas Service pursuant to this rate schedule (See Sheet No. 5.401-3).

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

### Special Conditions:

1. The rates set forth under this schedule shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.
2. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
3. 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 billing class is appropriate such classification will be prospective.
4. 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.

**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: \$25.00 per month

Distribution Charge: \$0.33894 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.

**SMALL GENERAL SERVICE (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. 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.
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.

**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: \$35.00 per month

Distribution Charge: \$0.26800 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 – 1 (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. 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.
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.

**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: \$50.00 per month

Distribution Charge: \$0.22746 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 (Continued)

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. Service under this schedule is subject to annual volume review by the Company or anytime at the Customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
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.

**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 249,999 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:	\$150.00 per month
Distribution Charge:	\$0.19670 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.

Minimum Bill:	The Customer charge.
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**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 (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. Service under this schedule is subject to annual volume review by the Company or anytime at the Customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
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.

**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. 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:	\$250.00 per month
Distribution Charge:	\$0.15215 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.

Minimum Bill:	The Customer charge.
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**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 - 4 (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. Service under this schedule is subject to annual volume review by the Company or anytime at the Customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
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.

**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.

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: \$300.00 per month

Distribution Charge: \$0.11321 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.

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 - 5 (Continued)

5. Service under this schedule (unless otherwise indicated herein) shall be subject to the Rules and Regulations set forth in this tariff.
6. Service under this schedule is subject to annual volume review by the Company or anytime at the Customer's request. If reclassification to another schedule is appropriate such classification will be prospective.
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.

**THIS SHEET CANCELS  
ORIGINAL SHEET NO. 7.305 THROUGH 7.305-1**

**NEXT SHEET IS NO. 7.30**

## 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: \$0.18859 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.

**COMMERCIAL STREET LIGHTING SERVICE (Continued)**

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.

## NATURAL GAS VEHICLE SERVICE Rate Schedule NGVS

### 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.

### Monthly Rate:

Customer Charge: \$45.00 per month

Distribution Charge: 0.18392 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 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 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.

**NATURAL GAS VEHICLE SERVICE (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.

**RESERVED FOR FUTURE USE.**

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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:	\$20.00	
Distribution Charge:	0 – 20.0 therms	\$.00000 per Therm
	In excess of 20.0 therms	\$.26782 per Therm
Minimum Monthly Bill:	\$20.00	

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.

**RESIDENTIAL STANDBY GENERATOR SERVICE (Continued)**

6. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.

**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:	\$35.00	
Distribution Charge:	0 – 40.0 Therms	\$0.00000 per Therm
	In excess of 40.0 Therms	\$0.33894 per Therm
Minimum Monthly Bill:	\$35.00	

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.

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

5. A Customer eligible for service pursuant to this rate schedule is eligible for transportation service under Rider NCTS.
6. Subject to Special Condition 7 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.
7. 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.
8. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.

**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: \$150.00 per month

Distribution Charge: \$0.14934 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.

**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 above shall be subject to the operation of the Gas System Reliability Rider Surcharge set forth on Sheet No. 7.807 through 7.807-3.

## SMALL INTERRUPTIBLE SERVICE Rate Schedule SIS

### Availability:

Throughout the service areas of the Company, subject to the provisions of Special Condition 8.

### 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: \$300.00 per month

Distribution Charge: \$0.07131 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-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.
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.

**THIS SHEET CANCELS  
ORIGINAL SHEET NO. 7.602 THROUGH 7.602-1**

**NEXT SHEET IS NO. 7.603**

## 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: \$475.00 per month

Distribution Charge: \$0.03491 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-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.
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.

**RESERVED FOR FUTURE USE.**

**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: \$475.00 per month

Distribution Charge: \$0.00996 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-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.
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.

**RESERVED FOR FUTURE USE.**

**CONTRACT INTERRUPTIBLE SERVICE  
Rate Schedule CIS**

**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 100,000 Therms per year or more. 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: Equal to the otherwise applicable Customer Charge based on annual consumption.

Distribution Charge:

An amount not less than \$.01 per Therm nor greater than 90 percent of the currently applicable firm rate; provided however, that at any time during which the cumulative surpluses determined for all prior determination periods under the Competitive Rate Adjustment Clause (Non-West Florida Region) (see Sheet No. 7.101-5) equal or exceed the cumulative shortfalls determined for all prior determination periods under such clause, the distribution charge shall not exceed the distribution charge established for service under Rate Schedule IS in Company's last base rate proceeding. Unless changed by Company pursuant to this Rate Schedule, the distribution charge shall be equal to the applicable interruptible rate.

The "currently applicable firm rate" as used herein means the distribution charge prescribed in the otherwise applicable rate schedule, adjusted pursuant to the Competitive Rate Adjustment Clause (Non-West Florida Region) set forth on Sheet No. 7.101-5.

The distribution charge to Customer shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include, but are not necessarily limited to: the cost of Gas which is available to serve Customer; the delivered price and availability of Customer's designated alternate fuel; bypass opportunities; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the distribution charge as it deems necessary or appropriate to meet competition

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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-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.

**CONTRACT INTERRUPTIBLE SERVICE (Continued)**

5. Service under this schedule shall be subject to the Rules and Regulations set forth in this tariff.
6. In instances where the Customer is able to demonstrate the ability and intent to bypass the Company's distribution system and purchase Gas or another source of energy from an alternate supplier, the distribution charge shall, in the discretion of the Company, be the rate per Therm necessary to retain the Customer on the Company's distribution system, provided that such rate is demonstrated to be in the long-term best interests of both the Company and its ratepayers.
7. The rates set forth in 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.

**THIS SHEET CANCELS  
ORIGINAL SHEET NO. 7.608 THROUGH 7.608-1**

**NEXT SHEET IS NO. 7.701**

**CITY GATE SERVICE  
Rate Schedule CG  
(Non-West Florida Region)**

**Availability:**

Throughout the Non-West Florida Region of the Company.

**Applicability:**

Gas delivered to any commercial or industrial Customer which has entered into both a City Gate Gas Sales Agreement and a Gas Transportation and Supply Agreement with the Company.

**Monthly Rate:**

Energy Charge: As provided in the City Gate Gas Sales Agreement between Customer and Company.

Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1 shall not apply to purchases of Gas made by Customer under this schedule.

Minimum Bill: As provided in the City Gate Gas Sales Agreement between Customer and Company.

**Special Conditions:**

1. A City Gate Gas Sales Agreement accepted by the Company, the basic form of which is set forth on Sheet No. 8.113, is a condition precedent for service under this schedule.
2. Each prospective Customer must submit a written application, in a form acceptable to the Company, prior to the initiation of service under this schedule. After the Company's receipt of a properly completed application, if the Company determines it is able to provide the service requested, the applicant and the Company will enter into a City Gate Gas Sales Agreement and a Gas Transportation and Supply Agreement.
3. The rates set forth in this schedule shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-4.

**OFF-SYSTEM SERVICE  
Rate Schedule OSS**

**Availability:**

Throughout the service areas of Company, and of any interstate or intrastate natural gas pipeline serving the Company (collectively, the "Pipelines").

**Applicability:**

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

This tariff is applicable to both bundled and unbundled gas service, i.e. interstate or intrastate Pipeline capacity only that is released by Company pursuant to Transporter's FERC gas tariff as well as interstate or intrastate Pipeline capacity that is bundled with natural gas supply and subsequently delivered by the Company to the Customer.

**Monthly Rate:**

Customer Charge:	None
Transaction Charge:	\$100.00 per transaction
Distribution Charge:	

For all Scheduled Quantities (as such term is defined in Special Condition 5 below), an amount not less than \$.000 per Therm nor greater than 90 percent of the currently applicable firm rate, which Distribution Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

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

The Distribution Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include, but are not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's designated alternate fuel; and the nature of Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.). Company may from time to time increase or reduce the Distribution Charge as it deems necessary or appropriate to meet competition 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.

The bill for Therms billed at the above rates shall be increased by the cost per Therm of any Gas delivered to Customer pursuant to this rate schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation. Company's

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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-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.

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.

**RESERVED FOR FUTURE USE.**

**RESERVED FOR FUTURE USE.**

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**TRANSPORTATION AGGREGATION  
Rider TA**

**Availability:**

Service hereunder is available to any Customer who would otherwise qualify for service under Rate Schedules SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS, or IS, through two or more separate meters at individually billed facilities, and who contracts for 500,000 Therms per year or more of transportation service hereunder, where each individually billed facility for which the Customer seeks transportation aggregation service is directly owned and operated by and in the name of one Customer of record of the Company. Service pursuant to this Rider is available throughout the Non-West Florida Region of the Company when such service can be made available without detriment to service to the Company's other Customers.

The availability of this Rider to new delivery points is closed effective November 1, 2000.

**Applicability:**

To service for aggregated Gas transportation pursuant to this Rider.

**Monthly Rate:**

The Monthly Rate for transportation service (e.g., the Customer Charge, the Distribution Charge, and, in the case of firm rate schedules, the Energy Conservation Cost Recovery Charge) applicable to each individually billed facility shall be the Monthly Rate applicable to each individually billed facility under Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS or IS, based upon annual Therm usage at each separately metered facility.

**Special Conditions:**

1. Aggregation of Customer volumes at more than one location, as defined in this rider, for transportation purposes, shall not adversely impact Company's ability to provide transportation service to existing transportation Customers.
2. Each account aggregated for transportation service under this Rider will be subject to the Individual Transportation Service Rider. Each such account will be treated separately and independently for the purposes of charges, scheduling, confirmation and imbalance resolution as defined in Rider ITS.

### TRANSPORTATION AGGREGATION (Continued)

3. Service by Company pursuant to this Rider will be initiated only if requested by the Customer. The Customer must enter into an applicable Gas Transportation Agreement with Company for one or more consecutive periods of at least one year. Service pursuant to this Rider shall commence when (A) the Company has installed all necessary metering and other equipment and facilities necessary to accommodate transportation service hereunder, and (B) the Customer and Company have made all other necessary arrangements for the commencement of service under this Rider, including, but not limited to, the execution of an applicable Gas Transportation Agreement, any applicable Operational Balancing Agreements, and any other agreements that may be necessary in the Customer's particular circumstances.
4. A Customer served under Rider TA must give at least one year advance written notice of its desire to transfer any of its individually billed facilities to an otherwise applicable sales service rate schedule. If the Company determines that a requested transfer from service under this Rider to an otherwise applicable service rate schedule can be accommodated without detriment to its other Customers, the Company may permit transfers with less than one year's advance notice.
5. For purposes of interruption or curtailment by the Company, each individually billed facility shall be treated by the Company in accordance with the provisions covering interruption and curtailment found in the Rate Schedule applicable to each individually billed facility (i.e., Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS or IS). In the event Customer's facilities to be aggregated for transportation purposes under this rider include both firm and interruptible rate schedules and facility locations, interruptible facilities will be included in a separate Gas Transportation Agreement from the Agreement applicable to firm facilities.
6. In the event Customer receives notice from Company of interruption or curtailment at any facility subject to interruption or curtailment, any consumption in excess of Customer's allocation shall be treated as an unauthorized overrun and will be subject to unauthorized overrun penalty charges pursuant to the Company's tariff.
7. Amounts payable to Company pursuant to the Rate Schedule applicable to each individually billed facility (i.e., Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS or IS) shall be subject to the operation of the Company's Tax and Fee Adjustment Clause set forth on Sheet No. 7.101-5.
8. The firm rates set forth above applicable to each individually billed facility (i.e., Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4 or GS-5) shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-2.

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**TRANSPORTATION AGGREGATION (Continued)**

9. The Rate Schedules applicable to each individually billed facility (i.e., Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS or IS) shall be subject to the operation of the Company's Competitive Rate Adjustment Clause set forth on Sheet No. 7.101-5.
10. The Rate Schedules applicable to each individually billed facility (i.e., Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, SIS or IS) shall be subject to the operation of the Company's Transition Cost Recovery Charge set forth on Sheet No. 7.101-4.
11. 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.
12. Service aggregated for transportation under this Rider is subject to annual volume review by the Company or at any time at the Customer's request. Subject to the transfer notice requirements of paragraph 4 above, if reclassification from coverage under this Rider to individual sales service rate schedules is required, such reclassification will be prospective (A) from the date on which the Customer requests such reclassification to become effective or (B) from the time when the Company determines that reclassification is required and also determines that the reclassification can be accomplished without detriment to the Company's other Customers.
13. 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) 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.

## NATURAL CHOICE TRANSPORTATION SERVICE Rider NCTS

### Availability:

Available to all Customers receiving service from Company (except Customers receiving service under Rate Schedule RS) and (a) for which service hereunder is requested as a part of an NCTS Customer Pool (as herein defined), (b) for which the Customer's total consumption of Gas is purchased from or through a Pool Manager (as herein defined), (c) which would otherwise qualify for service under Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, CSLS or NGVS and (d) for which the Company has received a request for service hereunder in compliance with Special Condition 3. Service pursuant to this Rider is available when such service can be made available without detriment to the Company's other Customers.

### Applicability:

To firm transportation of Gas delivered to Company by a Pool Manager for a Customer account pursuant to this Rider.

### Monthly Rate:

The Monthly Rate for transportation service applicable to each individually billed Customer account shall be the Monthly Rate applicable to such individually billed account under Rate Schedule SGS, GS-1, GS-2, GS-3, GS-4, GS-5, CSLS or NGVS based upon the annual therm usage of such separately metered account.

The Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1 shall not apply to transportation service provided by Company to a Customer pursuant to this Rider.

### Special Conditions:

1. For purposes of this Rider, "NCTS Customer Pool" means a group of Customer accounts for which Gas is delivered to Company by a Pool Manager for transportation service of the aggregated needs of the Customer accounts. The Company shall not be required to provide transportation service to more than forty (40) independent NCTS Customer Pools.

## NATURAL CHOICE TRANSPORTATION SERVICE (Continued)

2. For purposes of this Rider, "Pool Manager" means a person or entity which has:
- a. Entered into agreements to sell Gas to, or procure Gas for, the Customer accounts comprising an NCTS Customer Pool;
  - b. Executed and delivered to Company after approval of this Rider by the Commission an unmodified Firm Delivery and Operational Balancing Agreement (in the form set forth on Sheets 8.119 through 8.119-8 of this tariff) for an initial term of not less than one (1) year, obligating such person or entity to deliver Gas to Company on a firm basis for the accounts comprising an NCTS Customer Pool, resolve directly with the Company imbalances between (i) the quantities of Gas delivered to Company for the accounts in the NCTS Customer Pool and (ii) the quantities of Gas taken by such NCTS Customer Pool, and establish and maintain credit pursuant to the terms of such agreements; and
  - c. Executed and delivered to Company after approval of this Rider by the Commission an unmodified Master Capacity Release Agreement providing for such person's or entity's acquisition from Company of primary firm interstate pipeline transportation capacity to be used for the transportation and delivery to Company of Gas purchased by an NCTS Customer Pool receiving service pursuant to this Rider.

Subject to the provisions of Special Condition 3, additional Customer accounts may be added to an NCTS Customer Pool administered by a Pool Manager at any time. A Pool Manager may be disqualified by Company from providing service hereunder in accordance with the Firm Delivery and Operational Balancing Agreement.

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**NATURAL CHOICE TRANSPORTATION SERVICE (Continued)**

3. To initiate service pursuant to this Rider, a Customer shall select a Pool Manager from Company's approved Pool Manager list and Pool Manager shall enroll customer electronically via company's website for service under this Rider. The Pool Manager shall obtain a letter of authorization in the form set forth on Sheet 8.118 of this tariff and have signed by the Customer prior to such electronic enrollment. Pool Manager shall also pay to Company a registration fee of \$10.00 for each Customer account to which service is initiated hereunder. Service by Company to a Customer account for which service hereunder has been properly requested by electronic enrollment prior to the twenty-first day of the month pursuant to this Rider will commence on the first day of the month following receipt by the Company of the aforesaid electronic enrollment. Service under Rider will be delayed until the first day of the second month following enrollment by the Pool Manager for any Customer enrolled after the twentieth day of the month.
4. A Customer account receiving service under this Rider may terminate service hereunder by its then serving Pool Manager and commence service hereunder (within the time and in the manner provided in Special Condition 3) by a different Pool Manager. The new Pool Manager shall pay to Company a registration fee of \$10.00 for each account.
5. If a Pool Manager requests the Company provide the twelve-month consumption history for a Customer account, the Company shall provide to the Pool Manager the history and apply an administrative fee charge equal to \$20 per customer account to Pool Manager's monthly invoice.
6. A Customer receiving service under this Rider may discontinue service hereunder by giving Company 30 days written notice. A Customer who elects to terminate transportation service under this Rider in order to return to sales service will be required to remain on sales service for a period not less than twelve months. A Customer who returns to sales service due to abandonment by its Pool Manager will not be required to remain on sales service but cannot return to the same Pool Manager, or any affiliated company, for at least twelve months.
7. For purposes of curtailment or interruption by Company, each individually billed account receiving service hereunder shall be treated by the Company in accordance with the curtailment provisions found in the applicable rate schedule or Curtailment Plan as filed with the Florida Public Service Commission.
8. Accounts receiving service pursuant to this Rider will be subject to the Swing Service Charge (set forth on Sheet No. 7.101-3).

**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 30 days prior to the first day of the month as of which such termination is to be effective. 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 \$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.

**THIS SHEET CANCELS  
ORIGINAL SHEET NO. 7.804 THROUGH 7.804-3**

**NEXT SHEET IS NO. 7.805**

**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 \$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)

"Gulfstream" means Gulfstream Natural Gas System, LLC, and its successors and assigns.

"ITS Agent" means a person or entity which has, not less than five (5) Business Days prior to the beginning of the Month in which the ITS Agent Agreement (in the form set forth on Sheet 8.123 of this Tariff) will be effective, delivered to Company a complete and fully executed ITS Agent Agreement obligating such person or entity to perform for a Customer receiving transportation service under this Rider and to be responsible for (i) invoicing and payment and/or (ii) nominations, monthly imbalance resolution, Alert Day volume aggregation, Alert Day penalty responsibility, and capacity release responsibilities on behalf of the Customer designating such person or entity as its agent. Customer may designate only one ITS Agent at any time; however, such ITS Agent may perform one or more of several functions listed on Sheet No. 8.123.

"ITS Customer Pool" means a group of individual Customer accounts, each of which receives transportation service from Company under this Rider, each of which has designated the same ITS Agent (as herein defined), and each of whose Scheduled Quantities and Actual Takes are aggregated with those of the other Customer accounts comprising the group for purposes of determining penalties applicable to the group for any Alert Day applicable to the group under Special Condition 12. Subject to compliance with the requirements set forth in the definition of "ITS Agent," additional Customer accounts may be added to an ITS Customer Pool administered by an ITS Agent at any time.

"Month" means a period beginning at 9:00 a.m. Central Clock Time on the first day of any calendar month and ending at 9:00 a.m. Central Clock Time on the first day of the next succeeding calendar month.

"PGS Delivery Point(s)" has the meaning given for such term in the Customer's Gas Transportation Agreement.

"PGS Receipt Point(s)" has the meaning given for such term in the Customer's Gas Transportation Agreement.

"Retainage" means 0.35% of Gas received by Company for the account of Customer at the PGS Receipt Point(s), which Company shall retain at no cost to Company to cover lost and unaccounted-for Gas between the PGS Receipt Point(s) and the PGS Delivery Point(s).

"Scheduled Quantities" means, for a specified period of time, the amounts of Gas confirmed by Company for transportation and/or purchase under the Customer's Gas Transportation Agreement (less any Retainage applicable thereto).

"Transporter" means any gas pipeline company delivering Gas to the PGS Receipt Point(s) for Customer's account for transportation to the PGS Delivery Point(s) hereunder.

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

"Transporter's FERC Tariff" means the tariff of Transporter on file with the Federal Energy Regulatory Commission which is applicable to deliveries for the account of Customer at the PGS Receipt Point(s).

"Weighted Average Cost of Capacity" means, for each Month, the weighted average cost (expressed in dollars per MMBtu) per Day of firm transportation capacity rights held by PGS for such Month pursuant to contracts with Transporters which PGS has not (i) temporarily released to persons other than a Pool Manager or (ii) committed to the use of any person through a Buy-Sell arrangement.

2. Each prospective Customer desiring to receive individual transportation service provided by Company shall submit a written application, in form acceptable to Company, prior to the initiation of such service. Upon receipt of such written application, Company will, if it determines it is able to provide the service requested, tender to the prospective Customer a Gas Transportation Agreement. Customer shall execute, or be deemed to have executed, such Gas Transportation Agreement prior to the initiation of individual transportation service by Company. Any Customer already receiving individual transportation service from Company as of the initial effective date of this Rider shall be deemed eligible for service hereunder and subject to the terms and conditions herein set forth without being required to execute a new Gas Transportation Agreement.
3. Interruption. If Customer receives individual transportation service pursuant to an interruptible rate schedule, Company makes no guarantee against, and assumes no liability for, interruptions of service.
  - (a) Company shall be deemed in control and possession of all Gas from the time of its receipt at the PGS Receipt Point(s) (as defined in the Gas Transportation Agreement) until such Gas is delivered to Customer at the PGS Delivery Point(s) (as defined in the Gas Transportation Agreement), after which Customer shall be deemed in control and possession of such Gas. Customer shall have no responsibility with respect to any Gas after it has been delivered to Company at the PGS Receipt Point(s) on account of anything which may be done, happen or arise with respect to such Gas, until said Gas is delivered to Customer at the PGS Delivery Point(s). Company shall have no responsibility with respect to any Gas prior to its delivery to Company at the PGS Receipt Point(s) or after its delivery to Customer at the PGS Delivery Point(s) on account of anything which may be done, happen or arise with respect to such Gas prior to such receipt at the PGS Receipt Point(s) or after such delivery at the PGS Delivery Point(s). Company may commingle Gas delivered to it for Customer's account with Gas delivered for the accounts of Company and/or other Customers.
  - (b) Right to Use Customer's Gas Supply. If deliveries to Customer hereunder are curtailed or interrupted, Customer shall sell to Company, and Company shall purchase from Customer, that portion of Scheduled Quantities of Customer's Gas that is curtailed or interrupted; but Customer shall have no obligation to sell if Customer has no Gas flowing at the time interruption or curtailment is noticed, or

**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-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. 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)**

who is duly authorized to act for Customer with respect to all operational matters arising under the Gas Transportation Agreement and accessible to Company at all times each Day during the term of the Gas Transportation Agreement, to act as Customer's "Contact Person". In performing under the Gas Transportation Agreement, Company shall be entitled to rely upon any instruction or consent given by such Contact Person with respect to operational matters arising under the Gas Transportation Agreement or under the Transporter Agreement (as defined in the Gas Transportation Agreement).

5. Warranty of Title. As between Customer and Company, Customer warrants that it will have good title to all Gas delivered to Company for the account of Customer for transportation on Company's system, that such Gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify and save Company harmless from any suit, action, debt, account, damage, cost, loss and expense arising from or out of adverse claims of any person to said Gas.
6. Deliveries of Gas. All Gas delivered under the Gas Transportation Agreement shall be delivered at rates of flow as constant as operationally feasible throughout each Day. Company has no obligation on any Day to deliver on other than a uniform hourly basis in relation to the Scheduled Quantities. The point of delivery for all Gas confirmed by Company for delivery under the Gas Transportation Agreement shall be at the outlet side of such billing meter(s) as shall be installed at the PGS Delivery Point(s). Measurement of the Gas delivered shall be in accordance with Section V of Company's Rules and Regulations.
7. Correction of Imbalances. Company intends that gas delivered to a Customer receiving service pursuant to this Rider on a daily basis will equal such Customer's consumption for that day. All Daily Imbalance Amounts arising under a Gas Transportation Agreement shall be resolved as of the end of each Month. The sum of all Daily Imbalance Amounts incurred during a Month (the "Monthly Imbalance Amount") shall be resolved in accordance with this Special Condition 7 each Month. Company will post a list of Monthly Imbalance Amounts on its Internet web site by noon on the 10th calendar day of each Month. If the 10<sup>th</sup> calendar day of the Month falls on a federal banking holiday or a weekend, then the Company will post a list of Monthly Imbalance Amounts on the next succeeding business day. Customer shall have a "Book-Out Period" (the period from the date of such posting until 5 p.m. Eastern Clock Time on the 4th business day of the Month following the Company's posting of the Monthly Imbalance Amount) within which to utilize the Book-Out provisions in paragraph (a) below; provided, however, that paragraph (a) below may not be utilized for any month by a Customer whose imbalance level under paragraph (b) or (c) below is greater than 40% for such month. Customer and Company shall utilize the provisions in paragraphs (b) and (c) below to resolve in cash all Monthly Imbalance Amounts (or any portions thereof) remaining after the close of the Book-Out Period. Company will use commercially reasonable efforts to post the list of Monthly Imbalance Amounts in accordance with the foregoing provision but, in the event of unavoidable circumstances, such posting will be made as soon as reasonably practicable.

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

- (a) Customer may, during the Book-Out Period, net Positive Monthly Imbalance Amounts (as hereinafter defined), or portions thereof, with Negative Monthly Imbalance Amounts (as hereinafter defined), or portions thereof, of other Customers, and may net Negative Monthly Imbalance Amounts, or portions thereof, with Positive Monthly Imbalance Amounts of other Customers.

Customers availing themselves of the provisions of this paragraph (a) shall submit a completed Book-Out Agreement via facsimile to Company before the end of the Book-Out Period. Company shall have no responsibility for failure to receive any facsimile transmission. Such agreement shall not be deemed effective unless it bears the signature of an authorized representative of each Customer which is a party thereto. Company will mail Customer an invoice or purchase statement for Customer's Monthly Imbalance Amount remaining (if any) after Customer's execution of a Book-Out Agreement pursuant to this paragraph (a) (the "Remaining Imbalance" by the end of the 4<sup>th</sup> business day following the end of the Book-Out Period, such statement to be calculated in accordance with paragraph (b) or (c) below, as applicable.

- (b) If a Remaining Imbalance is Positive (*i.e.*, Scheduled Quantities exceed Actual Takes), Company shall purchase the same from Customer (and Customer shall sell the same to Company) at a price per Therm (the "Unit Price") equal to the lowest of the average of weekly prices for spot Gas delivered to FGT at Mustang Island (Tivoli), Texas, Vermillion Parish, Louisiana, or St. Helena Parish Louisiana, as reported in *Natural Gas Week*, for the Month in which the Monthly Imbalance Amount was incurred, multiplied by the applicable factor set forth below:

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20% to 40%	0.80
Greater than 40%	0.50

The total amount due Customer pursuant to this paragraph (b) shall be the product of the Unit Price (calculated as set forth herein) and Remaining Imbalance. The Imbalance Level shall be calculated by dividing the Remaining Imbalance by the Scheduled Quantities for the Month in which the Monthly Imbalance Amount accumulated.

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

- (c) If a Remaining Imbalance is Negative (*i.e.*, Actual Takes exceed Scheduled Quantities), Company shall sell the same to Customer (and Customer shall purchase the same from Company) at a price per Therm (the "Unit Price") equal to the sum of (i) the highest average of weekly prices for spot Gas delivered to FGT at Mustang Island (Tivoli), Texas, Vermillion Parish, Louisiana, or St. Helena Parish, Louisiana, as reported in *Natural Gas Week*, for the Month in which the Monthly Imbalance Amount accumulated, multiplied by the applicable factor set forth below:

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20% to 40%	1.20
Greater than 40%	1.50

and (ii) Company's Weighted Average Cost of Capacity plus the FGT FTS-1 usage rate (including any applicable surcharges). The total amount due Company pursuant to this paragraph (c) shall be the product of the Unit Price (calculated as set forth herein) and the Remaining Imbalance. The Imbalance Level shall be calculated by dividing the Remaining Imbalance by the Scheduled Quantities for the Month in which the Monthly Imbalance Amount accumulated.

- (d) Company's statement for a Remaining Imbalance calculated pursuant to paragraph (b) above shall show a credit for the amount payable by Company to Customer pursuant to paragraph (b), such credit to be applied on Company's bill rendered to Customer pursuant to the Gas Transportation Agreement for the Month following the Month in which the amount payable by Company to Customer pursuant to paragraph (b) was incurred. All amounts not so credited by Company shall be considered delinquent.
- (e) Company's statement for a Remaining Imbalance calculated pursuant to paragraph (c) above shall be paid by Customer in accordance with the Gas Transportation Agreement. All amounts not so paid by Customer shall be considered delinquent.

**7A. Correction of Imbalances at PGS Receipt Points that Are Gulfstream Delivery Points.** If Company is the delivery point operator at a PGS Receipt Point that is a Gulfstream delivery point, Customer shall resolve with Company any Monthly Imbalance Amount attributable to Customer in accordance with the provisions of Special Condition 7 above. In addition, Customer shall bear sole responsibility for, and all costs associated with, the resolution with Gulfstream of imbalances (except imbalances caused by the acts or omissions of Company) resulting from Customer's nominations for deliveries of Gas at any such PGS Receipt Point. If Company is not the delivery point operator at a PGS Receipt Point that is a Gulfstream delivery point, the provisions of Special Condition 7 above shall not apply to the resolution of Monthly Imbalance Amounts at such PGS Receipt Point, and Customer shall bear sole responsibility for, and all costs associated with, the resolution with Gulfstream of imbalances (except imbalances caused by the acts or omissions of Company) resulting from Customer's nominations for deliveries of Gas at any such PGS Receipt Point.

**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%. 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-2 100% 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.

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

- (e) No penalty debits will be assessed if they are less than \$5.00 in value.
- (f) If, on a Day on which a Customer or an ITS Agent for an ITS Customer Pool is subject to an Alert Day Notice issued pursuant to this Special Condition 12, Company orders such Customer or the Customers comprising such ITS Customer Pool to curtail or interrupt pursuant to Special Condition 3, such Customer or the ITS Agent for such ITS Customer Pool shall be subject to the greater of (i) any Alert Day Charges incurred by such Customer or by the ITS Agent for such ITS Customer Pool pursuant to this Special Condition 12 or (ii) any penalty payable by such Customer or by the Customers comprising such ITS Customer Pool for unauthorized overrun Gas pursuant to Special Condition 3.
- 12A. Correction of Imbalances at PGS Receipt Points that Are Gulfstream Delivery Points. If Company is the delivery point operator at a PGS Receipt Point that is a Gulfstream delivery point, Customer shall be subject to the provisions of Special Condition 12 above. In addition, Customer shall bear sole responsibility for, and all costs associated with, any penalties imposed by Gulfstream (except penalties imposed as the result of the acts or omissions of Company) resulting from Customer's nominations for deliveries of Gas at any such PGS Receipt Point. If Company is not the delivery point operator at a PGS Receipt Point that is a Gulfstream delivery point, the provisions of Special Condition 12 above shall not apply, and Customer shall bear sole responsibility for, and all costs associated with, any penalties imposed by Gulfstream (except penalties imposed as the result of the acts or omissions of Company) resulting from Customer's nominations for deliveries of Gas at any such PGS Receipt Point.
13. A Customer which provides a written request to discontinue service hereunder to return to sales service (if such service is then available from Company) will be required to remain on sales service for a period of not less than twelve (12) Months.
14. 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) 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.

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**NEXT SHEET IS NO. 7.3001**

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**NEXT SHEET IS NO. 8.000**