



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

April 20, 2026

BY E-FILING

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

Re: Docket No. 20260026-GU – Application for Rate Increase by Florida City Gas.

Dear Mr. Teitzman:

Attached, for electronic filing, on behalf of Florida City Gas, please find the Minimum Filing Requirements (“MFR”) E Schedules, including the proposed Tariff Sheets.

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

(Document 23 of 27)

Sincerely,

A handwritten signature in cursive script that reads 'Beth Keating'. The signature is written in black ink and is positioned above a horizontal line.

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

FLORIDA CITY GAS
DOCKET NO. 20260026-GU
MINIMUM FILING REQUIREMENTS
SCHEDULE E - COST OF SERVICE

WITNESS SPONSOR

- J. Taylor
- J. Husted
- J. Baugh
- G. Navo
- B. Gilliam
- W. Grimard

FLORIDA CITY GAS
DOCKET NO. 20260026-GU
MINIMUM FILING REQUIREMENTS
SCHEDULE E - COST OF SERVICE
TABLE OF CONTENTS

<u>SCHEDULE NO.</u>	<u>TITLE</u>	<u>WITNESS SPONSOR</u>
E-1 1 of 3	Therm Sales and Revenues By Rate Class Under Present Rates (Current and New Structure)	J. Taylor
E-1 2 of 3	Therm Sales and Revenues By Rate Class Under Present Rates Adjusted for Growth in Bills and Therms, without any Rate Increase	J. Taylor
E-1 3 of 3	Therm Sales and Revenues By Rate Class Under Proposed Rates	J. Taylor
E-2	Therm Sales and Revenues Comparisons	J. Taylor
E-3 1 of 6	Connections and Reconnections - Residential Customer	J. Husted
E-3 2 of 6	Connections and Reconnections - Commercial Customer	J. Husted
E-3 3 of 6	Disconnection and Reconnections - Residential Customer	J. Husted
E-3 4 of 6	Disconnection and Reconnections - Commercial Customer	J. Husted
E-3 5 of 6	Collection in Lieu of Disconnection	J. Husted
E-3 6 of 6	Administrative Costs For Name and/or Billing Address Changes	J. Husted
E-4	System Peak Month Sales By Rate Class	J. Taylor
E-5	Bill Comparisons Present vs. Proposed Rates	J. Taylor
E-6 1 of 5	Derivation of Rate Base - Plant	J. Baugh, G. Navo, B. Gilliam
E-6 2 of 5	Derivation of Rate Base - Accumulated Depreciation	J. Baugh, G. Navo
E-6 3 of 5	Derivation of Operating and Maintenance Expenses	J. Baugh, G. Navo
E-6 4 of 5	Derivation of Operating and Maintenance Expenses	J. Baugh, G. Navo
E-6 5 of 5	Derivation of Expenses and Cost of Service	J. Baugh, G. Navo
E-7	Average Cost of Meter Set and Service By Rate Class	J. Taylor
E-8	Derivation of Facilities	J. Taylor
E-9	Tariff Sheets	W. Grimard

Florida Public Service Commission

Explanation: Therm sales and revenues by rate schedule under present rates.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Projected Test Year: 12/31/2027
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	RS-1	RS-100	RS-600	GAS LIGHTING	GS-1	GS-6K	GS-25K	GS-120K	GS-1,250K	GS-11M	GS-25M	NATURAL GAS VEHICLES	LES	CONTRACT DEMAND	STANDBY GENERATORS RSG	STANDBY GENERATORS CSG	TPS	MISC	TOTAL	
1	NO. OF BILLS	457,498	972,685	21,989	114	69,133	32,247	4,984	1,220	107	0	0	0	34	27	831	1,498	107	-	1,562,474
2	THERM SALES	2,500,288	14,376,258	1,327,234	13,697	12,460,815	27,705,417	15,769,813	37,886,424	17,930,610	0	0	0	4,512,228	48,184,496	1,900	19,760	-	-	182,688,939
3	UNBILLED THERM SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	TOTAL THERM SALES	2,500,288	14,376,258	1,327,234	13,697	12,460,815	27,705,417	15,769,813	37,886,424	17,930,610	0	0	0	4,512,228	48,184,496	1,900	19,760	-	-	182,688,939
5	CUSTOMER CHARGE REVENUE	\$ 8,045,309	\$ 17,920,578	\$ 529,046	\$ -	\$ 2,066,900	\$ 1,382,923	\$ 910,503	\$ 460,100	\$ 67,500	\$ -	\$ -	\$ -	\$ 29,200	\$ 20,490	\$ 53,510	\$ 39,600	\$ -	\$ -	\$ 31,525,659
6	DEMAND CHARGE	-	-	-	-	-	-	-	2,179,600	1,128,844	-	-	-	-	1,226,608	-	-	-	-	4,535,053
7	BASE NON-FUEL REVENUE	1,692,113	8,255,142	939,769	10,940	7,236,657	13,552,660	7,046,975	10,740,416	2,523,375	-	-	-	580,869	1,927,489	452	6,875	-	-	54,513,731
8	SAFE REVENUES	2,092,046	4,432,733	99,362	541	312,330	244,773	37,633	9,288	818	-	-	-	-	114	-	-	-	-	7,229,637
9	UNBILLED BASE NON-FUEL REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(58,038)	(58,038)
10	TOTAL BASE NON-FUEL REVENUE	\$ 11,829,468	\$ 30,608,453	\$ 1,568,177	\$ 11,480	\$ 9,615,887	\$ 15,180,356	\$ 7,995,110	\$ 13,389,403	\$ 3,720,537	\$ -	\$ -	\$ -	\$ 580,869	\$ 3,183,412	\$ 20,942	\$ 60,385	\$ 39,600	\$ (58,038)	\$ 97,746,042
11	FUEL REVENUE/ TRANSP BALANCING CHARGE	\$ 2,076,864	\$ 11,959,243	\$ 1,093,303	\$ 15,483	\$ 7,164,074	\$ 10,026,598	\$ 3,444,617	\$ 2,990,521	\$ 139,859	\$ -	\$ -	\$ -	\$ -	\$ 359,362	\$ 1,833	\$ 16,358	\$ -	\$ -	\$ 39,287,915
12	CONSERVATION	\$ 629,865	\$ 1,661,483	\$ 90,736	\$ 666	\$ 575,274	\$ 918,551	\$ 491,343	\$ 834,940	\$ 228,169	\$ -	\$ -	\$ -	\$ -	\$ 479	\$ 917	\$ -	\$ -	\$ -	\$ 5,432,422
13	UNBILLED FUEL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	TOTAL FUEL REVENUE	\$ 2,706,729	\$ 13,620,726	\$ 1,184,039	\$ 16,149	\$ 7,739,348	\$ 10,945,148	\$ 3,935,960	\$ 3,825,461	\$ 368,028	\$ -	\$ -	\$ -	\$ -	\$ 359,362	\$ 2,112	\$ 17,275	\$ -	\$ -	\$ 44,720,337
15	OTHER REVENUE (1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,591,047	2,591,047
16	TOTAL REVENUE	\$ 14,536,197	\$ 44,229,179	\$ 2,752,216	\$ 27,629	\$ 17,355,235	\$ 26,125,504	\$ 11,931,070	\$ 17,214,865	\$ 4,088,565	\$ -	\$ -	\$ -	\$ 580,869	\$ 3,542,774	\$ 23,053	\$ 77,660	\$ 39,600	\$ 2,533,009	\$ 145,057,427

(1) OTHER REVENUE:

SERVICE REVENUES	3,024,698
CRA	679,365
SAFE O/U	1,221,329
PGA O/U	(4,381,853)
Off System Sales	2,047,508
TOTAL	2,591,047

RECONCILING ITEMS:

REVENUE RELATED TAXES	7,623,086
AREA EXTENSION PROGRAM REVENUE	356,284
OUT OF PERIOD CORRECTION	38,900
TOTAL REVENUE (PER SCHEDULE C-3)	\$153,075,697

Florida Public Service Commission

Explanation: Therm sales and revenues by rate schedule under present rates under new rate structure.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Projected Test Year: 12/31/2027
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Residential Service RS	Residential Standby Generator RSG	General Service 1 GS - 1	General Service 2 GS - 2 (10K)	General Service 3 GS - 3 (50K)	General Service 4 GS - 4 (120K)	General Service 5 GS - 5 (1250K)	General Service 6 GS - 6 (11M)	General Service 7 GS - 7 (25M)	Gas Lighting GL	Commercial Standby Generator CSG	Contract Demand KDS	Third Party Supplier TPS	Load Enhancement Service LES	MISCELLANEOUS MISC	TOTAL
1	NO. OF BILLS	1,452,172	831	85,751	19,310	1,304	1,220	107	-	114	1,498	27	107	34	-	1,562,474
2	THERM SALES	18,203,780	1,900	22,328,082	26,760,569	6,847,394	37,886,424	17,930,610	-	13,697	19,760	48,184,496	-	4,512,228	-	182,688,939
3	UNBILLED THERM SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	TOTAL THERM SALES	18,203,780	1,900	22,328,082	26,760,569	6,847,394	37,886,424	17,930,610	-	13,697	19,760	48,184,496	0	4,512,228	-	182,688,939
5	CUSTOMER CHARGE REVENUE	\$ 26,494,933	\$ 20,490	\$ 2,559,427	\$ 1,405,550	\$ 395,348	\$ 460,100	\$ 67,500	\$ -	\$ -	\$ 53,510	\$ 29,200	\$ 39,600	\$ -	\$ -	\$ 31,525,659
6	DEMAND CHARGE REVENUE	-	-	-	-	-	2,179,600	1,128,844	-	-	-	1,226,608	-	-	-	4,535,053
7	BASE NON-FUEL REVENUE	10,887,023	452	12,063,429	12,713,004	3,059,859	10,740,416	2,523,375	-	10,940	6,875	1,927,489	-	580,869	-	54,513,731
8	SAFE REVENUES	6,624,141	-	399,506	178,889	16,340	9,288	818	-	541	-	114	-	-	-	7,229,637
9	UNBILLED BASE NON-FUEL REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-	(58,038)	(58,038)
10	TOTAL BASE NON-FUEL REVENUE	\$ 44,006,098	\$ 20,942	\$ 15,022,362	\$ 14,297,443	\$ 3,471,548	\$ 13,389,403	\$ 3,720,537	\$ -	\$ 11,480	\$ 60,385	\$ 3,183,412	\$ 39,600	\$ 580,869	\$ (58,038)	\$ 97,746,042
11	FUEL REVENUE	\$ 15,129,410	\$ 1,633	\$ 10,735,041	\$ 8,404,565	\$ 1,495,684	\$ 2,990,521	\$ 139,859	\$ -	\$ 15,483	\$ 16,358	\$ 359,362	\$ -	\$ -	\$ -	\$ 39,287,915
12	CONSERVATION	\$ 2,382,064	\$ 479	\$ 902,415	\$ 869,407	\$ 213,346	\$ 834,940	\$ 228,169	\$ -	\$ 666	\$ 917	\$ -	\$ -	\$ -	\$ -	\$ 5,432,422
13	UNBILLED FUEL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	TOTAL FUEL REVENUE	\$ 17,511,494	\$ 2,112	\$ 11,637,456	\$ 9,273,972	\$ 1,709,029	\$ 3,825,461	\$ 368,028	\$ -	\$ 16,149	\$ 17,275	\$ 359,362	\$ -	\$ -	\$ -	\$ 44,720,337
15	OTHER REVENUE (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,591,047	\$ 2,591,047
16	TOTAL REVENUE	\$ 61,517,592	\$ 23,053	\$ 28,659,817	\$ 23,571,415	\$ 5,180,578	\$ 17,214,865	\$ 4,088,565	\$ -	\$ 27,629	\$ 77,660	\$ 3,542,774	\$ 39,600	\$ 580,869	\$ 2,533,009	\$ 145,057,427

RA-1, RS-100, RS-600 RSG GS-1, GS-6K GS-6K, GS-25K GS-25K GS-120K GS-1,250K GS-11M GS-25M GL CSG

(1) OTHER REVENUE:

SERVICE REVENUES																\$ 3,024,698	\$ 3,024,698	
CRA																	\$ 679,365	\$ 679,365
SAFE O/U																	\$ 1,221,329	\$ 1,221,329
PGA O/U																	\$ (4,381,853)	\$ (4,381,853)
Off System Sales																	\$ 2,047,508	\$ 2,047,508
TOTAL																	\$ 2,591,047	\$ 2,591,047

RECONCILING ITEMS:

REVENUE RELATED TAXES	\$ 7,623,086
AREA EXTENSION PROGRAM REVENUE	356,284
OUT OF PERIOD CORRECTION	38,900
TOTAL REVENUE (PER SCHEDULE C-3)	\$ 153,075,697

Florida Public Service Commission
 Company: Florida City Gas
 Docket No.: 20260026-GU

Explanation: Therm sales and revenues by rate schedule under present rates, adjusted for growth in bills and therms, without any rate increase.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Witness: J. Taylor

Line No.	Residential Service RS	Residential Standby Generator RSG	General Service 1 GS - 1	General Service 2 GS - 2 (10K)	General Service 3 GS - 3 (50K)	General Service 4 GS - 4 (120K)	General Service 5 GS - 5 (1250K)	General Service 6 GS - 6 (11M)	General Service 7 GS - 7 (25M)	Gas Lighting GL	Commercial Standby Generator CSG	Contract Demand KDS	Third Party Supplier TPS	Load Enhancement Service LES	MISCELLANEOUS MISC	Total 2027	
17	NO. OF BILLS	1,449,276	928	85,722	19,444	1,237	1,236	104	-	-	1,606	36	36,747	36	-	1,596,372	
18	THERM SALES	17,783,310	1,827	23,326,615	26,392,437	6,357,270	35,834,584	17,457,355	-	-	19,691	49,150,400	-	4,678,680	-	181,002,168	
19	UNBILLED THERM SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	TOTAL THERM SALES	17,783,310	1,827	23,326,615	26,392,437	6,357,270	35,834,584	17,457,355	-	-	19,691	49,150,400	-	4,678,680	-	163,525,122	
21	CUSTOMER CHARGE REVENUE	\$ 27,257,261.90	\$ 23,200.00	\$ 2,877,890.17	\$ 1,358,324.65	\$ 232,472.12	\$ 463,516.46	\$ 64,777.35	\$ -	\$ -	\$ 57,804.49	\$ -	\$ 280,181.43	\$ -	\$ -	\$ 32,615,428.57	
22	DEMAND CHARGE REVENUE	-	-	-	-	-	2,195,791	1,131,735	-	-	-	-	-	-	-	3,327,526	
23	BASE NON-FUEL REVENUE	10,617,412	-	12,593,280	12,471,574	2,800,123	10,154,088	2,456,774	-	-	-	3,246,230	-	1,213,751	-	55,553,231	
24	UNBILLED BASE NON-FUEL REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
25	TOTAL BASE NON-FUEL REVENUE	\$ 37,874,673	\$ 23,200	\$ 15,471,170	\$ 13,829,899	\$ 3,032,595	\$ 12,813,396	\$ 3,653,286	\$ -	\$ -	\$ 67,804	\$ 3,246,230	\$ 280,181	\$ 1,213,751	\$ -	\$ 91,496,185	
26	FUEL REVENUE	\$ 22,707,509	2,333	\$ 17,689,293	\$ 12,187,845	\$ 1,734,245	\$ 3,266,952	\$ -	\$ -	\$ -	\$ 24,644	\$ -	\$ -	\$ -	\$ -	\$ 57,612,820	
27	CONSERVATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28	UNBILLED FUEL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29	TOTAL FUEL REVENUE	\$ 22,707,509	2,333	\$ 17,689,293	\$ 12,187,845	\$ 1,734,245	\$ 3,266,952	\$ -	\$ -	\$ -	\$ 24,644	\$ -	\$ -	\$ -	\$ -	\$ 57,612,820	
29	OTHER REVENUE	\$ 1,710,939	769	\$ 321,403	\$ 119,982	\$ 25,192	\$ 106,878	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ 2,287,122	
30	TOTAL REVENUE	\$ 62,293,121	\$ 26,302	\$ 33,481,866	\$ 26,137,725	\$ 4,792,032	\$ 16,187,225	\$ 3,653,286	\$ -	\$ -	\$ 84,408	\$ 3,246,230	\$ 280,181	\$ 1,213,751	\$ -	\$ 151,396,128	
(1) OTHER REVENUE:																	
	Water Heater Interest	\$ 97,464	\$ 10	\$ 127,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,320	
	Late Payment Charges	\$ 879,572	\$ 440	\$ 105,797	\$ 70,689	\$ 15,451	\$ 69,639	\$ -	\$ -	\$ -	\$ 1,055	\$ -	\$ -	\$ -	\$ -	\$ 1,142,643	
	MISCELLANEOUS SERVICE REVENUE	\$ 657,070	\$ 319	\$ 78,873	\$ 44,671	\$ 9,341	\$ 35,506	\$ -	\$ -	\$ -	\$ 905	\$ -	\$ -	\$ -	\$ -	\$ 826,685	
	NSF Charges	\$ 76,833	\$ -	\$ 8,888	\$ 4,622	\$ 400	\$ 1,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,475	
	TOTAL	\$ 1,710,939	\$ 769	\$ 321,403	\$ 119,982	\$ 25,192	\$ 106,878	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ 2,287,122	
31	DIFF. IN NO. OF BILLS	(2,896)	97	(28)	135	(67)	16	(3)	-	-	(114)	108	9	36,640	2	33,898	
32	DIFF. IN THERM SALES	(420,470)	(73)	998,533	(368,132)	(490,124)	(2,051,841)	(473,255)	-	-	(13,697)	(69)	965,904	-	166,452	(1,686,771)	
33	DIFF. IN CUSTOMER CHARGE REVENUE	\$ 762,329	\$ 2,710	\$ 318,463	\$ (47,225)	\$ (162,876)	\$ 3,416	\$ (2,723)	\$ -	\$ -	\$ 4,294	\$ (29,200)	\$ 240,581	\$ -	\$ -	\$ 1,089,769	
34	DIFF. IN BASE NON-FUEL REVENUE	\$ (269,612)	\$ (452)	\$ 529,851	\$ (241,430)	\$ (259,736)	\$ (586,328)	\$ (66,601)	\$ -	\$ -	\$ (10,940)	\$ (6,875)	\$ 1,318,741	\$ -	\$ 632,881	\$ 1,039,500	
35	DIFF. IN OTHER REVENUE	\$ 1,710,939	\$ 769	\$ 321,403	\$ 119,982	\$ 25,192	\$ 106,878	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ (303,925)	
36	DIFF. IN TOTAL REVENUE	\$ 775,529	\$ 3,248	\$ 6,822,049	\$ 2,566,311	\$ (388,545)	\$ (1,027,639)	\$ (435,280)	\$ -	\$ -	\$ (27,629)	\$ 6,748	\$ (296,544)	\$ 240,581	\$ 632,881	\$ (2,533,009)	\$ 6,338,701

Florida Public Service Commission

Explanation: Therm sales and revenues by rate schedule under proposed rates.

Type of Data Shown: Projected Test Year: 12/31/2027
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Service RS	Residential Standby Generator RSG	General Service 1 GS - 1	General Service 2 GS - 2 (10K)	General Service 3 GS - 3 (50K)	General Service 4 GS - 4 (120K)	General Service 5 GS - 5 (1250K)	General Service 6 GS - 6 (11M)	General Service 7 GS - 7 (25M)	Gas Lighting GL	Commercial Standby Generator CSG	Contract Demand KDS	Third Party Supplier TPS	Load Enhancement Service LES	Total	
37	NO. OF BILLS (1)	1,449,276	928	85,722	19,444	1,237	1,236	104	-	-	1,606	36	36,747	36	1,596,372	
38	THERM SALES (2)	17,783,310	1,827	23,326,615	26,392,437	6,357,270	35,834,584	17,457,355	-	-	19,691	49,150,400	-	4,678,680	181,002,168	
39	CUSTOMER CHARGE REVENUE	\$ 52,898,583	\$ 50,358	\$ 7,286,392	\$ 3,013,892	\$ 741,932	\$ 927,033	\$ 129,555	\$ -	\$ -	\$ 371,838	\$ -	\$ 280,181	\$ -	\$ 65,699,766	
40	DEMAND CHARGE REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,825,410	\$ 1,456,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,281,658	
41	BASE NON-FUEL REVENUE	\$ 16,272,140	\$ 1,672	\$ 21,776,665	\$ 21,925,969	\$ 4,656,686	\$ 12,978,829	\$ 2,465,778	\$ -	\$ -	\$ 16,358	\$ 3,480,790	\$ -	\$ 1,213,751	\$ 84,788,638	
42	FUEL REVENUE	\$ 22,707,509	\$ 2,333	\$ 17,689,293	\$ 12,187,845	\$ 1,734,245	\$ 3,266,952	\$ -	\$ -	\$ -	\$ 24,644	\$ -	\$ -	\$ -	\$ 57,612,820	
43	OTHER REVENUE (3)	\$ 1,710,939	\$ 769	\$ 321,403	\$ 119,982	\$ 25,192	\$ 106,878	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ 2,287,122	
44	TOTAL REVENUE	\$ 93,589,172	\$ 55,132	\$ 47,073,754	\$ 37,247,688	\$ 7,158,055	\$ 20,105,102	\$ 4,051,580	\$ -	\$ -	\$ 414,800	\$ 3,480,790	\$ 280,181	\$ 1,213,751	\$ 214,670,004	
INCREASE																
45	DOLLAR AMOUNT (39+40+41-10) (4)	\$ 25,164,626	\$ 31,089	\$ 14,040,696	\$ 10,642,418	\$ 1,927,070	\$ 3,341,868	\$ 331,042	\$ -	\$ -	\$ (11,480)	\$ 327,812	\$ 297,378	\$ 240,581	\$ (96,532,291)	\$ 154,770,062
46	DOLLAR AMOUNT (39+40+41-26) (5)	\$ 31,296,050	\$ 28,830	\$ 13,591,888	\$ 11,109,963	\$ 2,366,023	\$ 3,917,876	\$ 398,294	\$ -	\$ -	\$ -	\$ 330,392	\$ 234,560	\$ -	\$ 63,273,876	
47	% NON-FUEL (39+40+41/26)	182.63%	224.27%	187.85%	180.33%	178.02%	130.58%	110.90%	0.00%	0.00%	0.00%	671.57%	107.23%	100.00%	100.00%	
48	% TOTAL (44/31)	150.24%	209.61%	140.59%	142.51%	149.37%	124.20%	110.90%	0.00%	0.00%	0.00%	491.42%	107.23%	100.00%	141.79%	

- (1) Reflects increase in bills for the year the new rates are expected to be in effect.
- (2) Reflects increase in consumption for the year the new rates are expected to be in effect.
- (3) Other Revenue Consists of the following items:

Water Heater Interest**	\$ 97,464	\$ 10	\$ 127,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,320
Late Payment Charges**	\$ 879,572	\$ 440	\$ 105,797	\$ 70,689	\$ 15,451	\$ 69,639	\$ -	\$ -	\$ -	\$ -	\$ 1,055	\$ -	\$ -	\$ -	\$ 1,142,643
MISCELLANEOUS SERVICE REVENUE*	\$ 657,070	\$ 319	\$ 78,873	\$ 44,671	\$ 9,341	\$ 35,506	\$ -	\$ -	\$ -	\$ -	\$ 905	\$ -	\$ -	\$ -	\$ 826,685
NSF Charges**	\$ 76,833	\$ -	\$ 8,888	\$ 4,622	\$ 400	\$ 1,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,475
TOTAL OTHER REVENUE	\$ 1,710,939	\$ 769	\$ 321,403	\$ 119,982	\$ 25,192	\$ 106,878	\$ -	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ 2,287,122

*MISCELLANEOUS SERVICE REVENUE	PROPOSED	
	Number	Revenue
Connection - Residential	1,621	\$ 95.00
Connection - Non Residential	648	\$ 150.00
Reconnection - Residential	3,346	\$ 90.00
Reconnection - Non Residential	89	\$ 120.00
Temporary Disconnection of Service	350	\$ 55.00
Change of Account (Read Meter Only)	4,444	\$ 55.00
TOTAL		\$ 826,685

**Other Operating Revenues excluding Miscellaneous Service Revenues are based on historical billed revenues from FCG's billing system and are not calculated by multiplying rates x # of occurrences.

- (4) Historic base year vs projected test year.
- (5) Historic base year adjusted for growth vs projected test year.

Florida Public Service Commission

Explanation: Provide revenues calculated at present rates, present rates adjusted for growth only for the projected test year, and final rates as proposed.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Rate Schedule	Proposed Rate Schedule	PRESENT RATE STRUCTURE ⁽¹⁾			Present Rates Adjusted For Growth Only			Final Proposed Rate Structure		
			Billing Determinants	Present Rates	Revenue	Billing Determinants	Present Rates	Revenue	Billing Determinants	Proposed Rates	Revenue
RESIDENTIAL											
1	RS-1	RS									
2	CUSTOMER CHARGE		457,498	\$18.00	\$8,045,309	423,265	\$18.00	\$7,618,768	423,265	\$36.50	\$15,449,168
3	ENERGY CHARGE		2,500,288	\$0.67667	\$1,692,113	2,404,557	\$0.67667	\$1,627,091	2,404,557	\$0.91502	\$2,200,225
4											
5	TOTAL				<u>\$9,737,422</u>			<u>\$9,245,859</u>			<u>\$17,649,393</u>
6	RS-100	RS									
7	CUSTOMER CHARGE		972,685	\$19.00	\$17,920,578	1,001,965	\$19.00	\$19,037,337	1,001,965	\$36.50	\$36,571,726
8	ENERGY CHARGE		14,376,258	\$0.57421	\$8,255,142	14,185,106	\$0.57421	\$8,145,230	14,185,106	\$0.91502	\$12,979,700
9											
10	TOTAL				<u>\$26,175,720</u>			<u>\$27,182,566</u>			<u>\$49,551,426</u>
11	RS-600	RS									
12	CUSTOMER CHARGE		21,989	\$25.00	\$529,046	24,046	\$25.00	\$601,158	24,046	\$36.50	\$877,690
13	ENERGY CHARGE		1,327,234	\$0.70799	\$939,769	1,193,647	\$0.70799	\$845,090	1,193,647	\$0.91502	\$1,092,215
14											
15	TOTAL				<u>\$1,468,815</u>			<u>\$1,446,248</u>			<u>\$1,969,905</u>
16	RSG	RSG									
17	CUSTOMER CHARGE		831	\$25.00	\$20,490	928	\$25.00	\$23,200	928	\$54.27	\$50,358
18	ENERGY CHARGE		1,900	\$0.57421	\$452	1,827	\$0.00000	\$0	1,827	\$0.91502	\$1,672
19											
20	TOTAL				<u>\$20,942</u>			<u>\$23,200</u>			<u>\$52,030</u>
COMMERCIAL AND INDUSTRIAL											
21	GS-1	GS - 1									
22	CUSTOMER CHARGE		69,133	\$31.00	\$2,066,900	68,761	\$31.00	\$2,131,582	68,761	\$85.00	\$5,844,661
23	ENERGY CHARGE		12,460,815	\$0.57949	\$7,236,657	13,309,708	\$0.57949	\$7,712,843	13,309,708	\$0.93355	\$12,425,338
24											
25	TOTAL				<u>\$9,303,557</u>			<u>\$9,844,425</u>			<u>\$18,269,999</u>
26	GS-6K	GS - 1									
27	CUSTOMER CHARGE		32,247	\$44.00	\$1,382,923	16,962	\$44.00	\$746,308	16,962	\$85.00	\$1,441,731
28	ENERGY CHARGE		27,705,417	\$0.48722	\$13,552,660	10,016,907	\$0.48722	\$4,880,437	10,016,907	\$0.93355	\$9,351,328
29											
30	TOTAL				<u>\$14,935,583</u>			<u>\$5,626,745</u>			<u>\$10,793,059</u>
31	GS-6K	GS - 2 (10K)									
32	CUSTOMER CHARGE					15,953	\$44.00	\$701,933	15,953	\$155.00	\$2,472,718
33	ENERGY CHARGE					18,108,669	\$0.48722	\$8,822,906	18,108,669	\$0.83077	\$15,044,087
34											
35	TOTAL							<u>\$9,524,838</u>			<u>\$17,516,805</u>
36	GS-25K	GS - 2 (10K)									
37	CUSTOMER CHARGE		4,984	\$188.00	\$910,503	3,491	\$188.00	\$656,392	3,491	\$155.00	\$541,174
38	ENERGY CHARGE		15,769,813	\$0.44046	\$7,046,975	8,283,768	\$0.44046	\$3,648,669	8,283,768	\$0.83077	\$6,881,882
39											
40	TOTAL				<u>\$7,957,477</u>			<u>\$4,305,060</u>			<u>\$7,423,057</u>
41	GS-25K	GS - 3 (50K)									
42	CUSTOMER CHARGE					1,237	\$188.00	\$232,472	1,237	\$600.00	\$741,932
43	ENERGY CHARGE					6,357,270	\$0.44046	\$2,800,123	6,357,270	\$0.73250	\$4,656,686
44											
45	TOTAL							<u>\$3,032,595</u>			<u>\$5,398,618</u>

⁽¹⁾ "Present Rate Structure" revenues are based on final billed revenues from FCG's billing system and are not calculated by multiplying Price X Quantity

⁽²⁾ The rates for the contract demand have not been included as they are negotiated rates that are fixed for the duration of the contract term and not subject to changes as part of the proposed base rate increase

SUPPORTING SCHEDULES: E-1, H-1 p.1-3

Recap Schedules:

Florida Public Service Commission

Explanation: Provide revenues calculated at present rates, present rates adjusted for growth only for the projected test year, and final rates as proposed.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Projected Test Year: 12/31/2027
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Rate Schedule	Proposed Rate Schedule	PRESENT RATE STRUCTURE ⁽¹⁾			Present Rates Adjusted For Growth Only			Final Proposed Rate Structure		
			Billing Determinants	Present Rates	Revenue	Billing Determinants	Present Rates	Revenue	Billing Determinants	Proposed Rates	Revenue
46	GS-120K	GS - 4 (120K)									
47	CUSTOMER CHARGE		1,220	\$375.00	\$460,100	1,236	\$375.00	\$463,516	1,236	\$ 750.00	\$927,033
48	DEMAND CHARGE			\$0.7190	\$2,179,600		\$0.71900	\$2,195,791	0	\$ 0.92517	\$2,825,410
49	ENERGY CHARGE		37,886,424	\$0.28336	\$10,740,416	35,834,584	\$0.28336	\$10,154,088	35,834,584	\$ 0.36219	\$12,978,829
50											
51	TOTAL				\$13,380,116			\$12,813,395			\$16,731,272
52	GS-1,250K	GS - 5 (1250K)									
53	CUSTOMER CHARGE		107	\$625.00	\$67,500	104	\$625.00	\$64,777	104	\$ 1,250.00	\$129,555
54	DEMAND CHARGE			\$0.7190	\$1,128,844		\$0.71900	\$1,131,735	0	\$ 0.92517	\$1,456,247
55	ENERGY CHARGE		17,930,610	\$0.14073	\$2,523,375	17,457,355	\$0.14073	\$2,456,774	17,457,355	\$ 0.14125	\$2,465,778
56											
57	TOTAL				\$3,719,719			\$3,653,286			\$4,051,580
58	GS-11M	GS - 6 (11M)									
59	CUSTOMER CHARGE			\$1,250.00	\$0		\$1,250.00	\$0		\$2,500.00	\$0
60	DEMAND CHARGE			\$0.71900	\$0		\$0.71900	\$0		\$0.92517	\$0
61	ENERGY CHARGE			\$0.10320	\$0		\$0.10320	\$0		\$0.10358	\$0
62	TOTAL				\$0			\$0			\$0
63	GS-25M	GS - 7 (25M)									
64	CUSTOMER CHARGE			\$2,500.00	\$0		\$2,500.00	\$0		\$5,000.00	\$0
65	DEMAND CHARGE			\$0.71900	\$0		\$0.71900	\$0		\$0.92517	\$0
66	ENERGY CHARGE			\$0.05160	\$0		\$0.05160	\$0		\$0.05179	\$0
67	TOTAL				\$0			\$0			\$0
68	GAS LIGHTING	Gas Light									
69	CUSTOMER CHARGE		114	\$0.00	\$0	0	\$0.00	\$0	0	\$0.0000	\$0
70	ENERGY CHARGE		13,697	\$0.59363	\$10,940	0	\$0.00000	\$0	0	\$0.0000	\$0
71											
72	TOTAL				\$10,940			\$0			\$0
73	CSG	CSG									
74	CUSTOMER CHARGE		1,498	\$36.00	\$53,510	1,606	\$36.00	\$57,804	1,606	\$231.58	\$371,838
75	ENERGY CHARGE		19,760	\$0.57949	\$6,875	19,691	\$0.00000	\$0	19,691	\$0.83077	\$16,358
76											
77	TOTAL				\$60,385			\$57,804			\$388,197
78	CONTRACT DEMAND ⁽²⁾	KDS									
79	CUSTOMER CHARGE		27		\$29,200	36			36		
80	DEMAND CHARGE				\$1,228,608						
81	ENERGY CHARGE		48,184,496		\$1,927,489	49,150,400		\$3,246,230	49,150,400		\$3,480,790
82											
83	TOTAL				\$3,183,298			\$3,246,230			\$3,480,790
84	TPS	TPS									
85	CUSTOMER CHARGE		107	\$400.00	\$39,600	36,747	\$400.00	\$280,181	36,747		\$280,181
86	ENERGY CHARGE			\$6.0700	\$0		\$6.0700	\$0			\$0
87											
88	TOTAL				\$39,600			\$280,181			\$280,181
89	LES	LES									
90	CUSTOMER CHARGE		34		\$0	36			36		
91	DEMAND CHARGE				\$0						
92	ENERGY CHARGE		4,512,228		\$580,869	4,678,680		\$1,213,751	4,678,680		\$1,213,751
93											
94	TOTAL				\$580,869			\$1,213,751			\$1,213,751
95	GRAND TOTAL				\$ 90,574,443			\$ 91,496,185			\$ 154,770,062

⁽¹⁾ "Present Rate Structure" revenues are based on final billed revenues from FCG's billing system and are not calculated by multiplying Price X Quantity

⁽²⁾ The rates for the contract demand have not been included as they are negotiated rates that are fixed for the duration of the contract term and not subject to changes as part of the proposed base rate increase

Florida Public Service Commission

Explanation: Provide the amount of time and the cost for the initial connection of a residential customer.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Husted

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description	Time Involved	Cost	After Hours
1	CUSTOMER CONTACT: Initial Contact in Call Center, Confirm Tenant and Premise Information, Explain Billing Terms, Establish Deposit Requirements, Generation of Turn On Service Order, and Backending of Completed Order.	9.07 Minutes	\$ 13.27	\$ 13.27
2	CONNECTION AT SITE: Record Initial Reading, Drop Test, Light Appliances, Complete Service Order	58 Minutes	55.12	78.04
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		86.55	86.55
4	OVERHEADS: Technology, Tools		22.32	22.32
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71	3.71
6	OUTSIDE CONTRACTOR COST: None		-	-
7	OTHER: (EXPLAIN) None		-	-
8	TOTAL COST OF CONNECTING INITIAL SERVICE		<u>\$ 180.97</u>	<u>\$ 203.89</u>

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission

Explanation: Provide the amount of time and the cost for the initial connection of a commercial customer.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Husted

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description	Time Involved	Basic		Complex		
			Cost	After Hours	Time Involved	Cost	After Hours
1	CUSTOMER CONTACT: Initial Contact in Call Center, Confirm Tenant and Premise Information, Explain Billing Terms, Establish Deposit Requirements, Generation of Turn On Service Order, and Backending of Completed Order.	9.07 Minutes	\$ 13.27	\$ 13.27	9.07 Minutes	\$ 13.27	\$ 13.27
2	CONNECTION AT SITE: Record Initial Reading, Drop Test, Light Appliances, Complete Service Order	85 Minutes	80.79	114.36	119 Minutes	125.80	179.76
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		229.58	229.58		269.70	269.70
4	OVERHEADS: Technology, Tools		22.32	22.32		22.32	22.32
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71	3.71		3.71	3.40
6	OUTSIDE CONTRACTOR COST: None		-	-		-	-
7	OTHER: (EXPLAIN) None		-	-		-	-
8	TOTAL COST OF CONNECTING INITIAL SERVICE		<u>\$ 349.67</u>	<u>\$ 383.24</u>		<u>\$ 434.80</u>	<u>\$ 488.45</u>

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission
 Company: Florida City Gas
 Docket No.: 20260026-GU

Explanation: Provide the amount of time and the cost for the reconnection of a residential customer after disconnection for cause.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Witness: J. Husted

Line No.	Description	Time Involved	Cost	After Hours
1	CUSTOMER CONTACT: Initial Contact in Call Center, Confirm Tenant and Premise Information, Explain Billing Terms, Establish Deposit Requirements, Generation of Turn On Service Order, and Backending of Completed Order.	5.6 Minutes	\$ 8.19	\$ 8.19
2	CONNECTION AT SITE: Record Initial Reading, Drop Test, Light Appliances, Complete Service Order	48 Minutes	45.62	64.59
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		7.46	7.46
4	OVERHEADS: Technology, Tools		22.32	22.32
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71	3.71
6	OUTSIDE CONTRACTOR COST: None		-	-
7	OTHER: (EXPLAIN) None		-	-
8	TOTAL COST OF RECONNECTING SERVICE AFTER DISCONNECTION FOR CAUSE:		<u>\$ 87.30</u>	<u>\$106.27</u>

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission

Company: Florida City Gas

Docket No.: 20260026-GU

Explanation: Provide the amount of time and the cost for the reconnection of a commercial customer after disconnection for cause.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Husted

Line No.	Description	Time Involved	Basic		Complex			
			Cost	After Hours	Time Involved	Cost	After Hours	
1	CUSTOMER CONTACT: Initial Contact in Call Center, Confirm Tenant and Premise Information, Explain Billing Terms, Establish Deposit Requirements, Generation of Turn On Service Order, and Backending of Completed Order.	5.57 Minutes	\$ 8.19	\$ 8.19	16.71 Minutes	\$ 24.45	\$ 24.45	
2	CONNECTION AT SITE: Record Initial Reading, Drop Test, Light Appliances, Complete Service Order	60 Minutes	57.03	80.73	95 Minutes	100.43	143.03	
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		9.63	9.63		9.93	9.93	
4	OVERHEADS: Technology, Tools		22.32	22.32		22.32	22.32	
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71	3.71		3.71	3.71	
6	OUTSIDE CONTRACTOR COST: None		-	-		-	-	
7	OTHER: (EXPLAIN) None		-	-		-	-	
8	TOTAL COST OF RECONNECTING SERVICE AFTER DISCONNECTION FOR CAUSE:							
			Basic	\$ 100.88	\$ 124.58	Complex	\$160.84	\$203.44

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission

Explanation: Provide the cost of disconnecting service and the cost of bill collection in lieu of disconnection.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Husted

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description	Disconnection of Service		Bill Collection in Lieu of Disconnection	
		Time Involved	Cost	Time Involved	Cost
1	CUSTOMER CONTACT: Return Check Processing, Generate Disconnect Service Order OR Bill Collection Service Order, and Backending of Completed Service Order	7.4 Minutes	\$ 10.83	7.4 Minutes	\$ 10.83
2	CONNECTION AT SITE: Record Reading, Disconnect or Collect, Complete Service Order	40 Minutes	32.71	25 Minutes	15.01
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		13.88		-
4	OVERHEADS: Technology, Tools		22.32		22.32
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71		3.71
6	OUTSIDE CONTRACTOR COST: None		-		-
7	OTHER: (EXPLAIN) None		-		-
8	TOTAL COST OF COLLECTING BILL OR DISCONNECTING SERVICE:		<u>\$ 83.45</u>		<u>\$ 51.87</u>

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission

Explanation: Provide the administrative costs
for name and/or billing address
changes (Meter read only).Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Husted

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description	Time Involved	Cost
1	CUSTOMER CONTACT: Initial Contact in Call Center, Confirm Tenant and Premise Information, Explain Billing Terms, Establish Deposit Requirements, Generation of Turn On/RLO Service Order, and Backending of Completed Service Order	1.9 Minutes	\$ 2.78
2	METER READ AT SITE: Record Reading, Complete Service Order	28 Minutes	22.90
3	MATERIALS AND SUPPLIES: Miscellaneous Fittings		6.30
4	OVERHEADS: Technology, Tools		22.32
5	SUPERVISION/ADMINISTRATION: Planning, Scheduling, Admin		3.71
6	OTHER: (EXPLAIN) None		-
7	TOTAL OF ADMINISTRATIVE	None	
8	COSTS FOR NAME AND/OR		
9	BILLING ADDRESS CHANGES		
10	(METER READ ONLY)		\$ 58.01

Supporting Schedules:

Recap Schedules: H-1 p.1

Florida Public Service Commission

Explanation: Provide the calculation of system peak month sales by rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

System Monthly Sales
 (THERMS)
 Years Ended 2023-2027

Line No.	Month	2023	2024	2025	2026	2027
1	January	16,510,322	17,774,340	16,997,093	16,663,861	16,732,639
2	February	15,470,888	16,702,848	17,111,047	15,984,256	16,054,530
3	March	15,193,385	15,116,654	15,497,711	15,614,918	15,664,478
4	April	12,337,645	16,093,954	15,493,389	12,508,512	12,546,670
5	May	14,133,689	15,289,718	10,897,527	14,745,612	14,767,570
6	June	14,592,657	14,536,225	16,373,294	14,505,269	14,515,757
7	July	14,202,240	15,028,279	14,154,278	14,744,591	14,752,214
8	August	13,247,304	14,701,067	14,928,047	14,835,797	14,841,247
9	September	13,565,505	14,813,529	14,724,849	13,362,459	13,368,137
10	October	14,703,588	14,039,579	15,219,385	15,324,065	15,334,333
11	November	15,651,323	15,036,492	15,339,161	15,426,736	15,454,026
12	December	16,213,580	16,602,768	15,681,574	16,921,929	16,970,566
13	TOTAL	175,822,125	185,735,453	182,417,354	180,638,005	181,002,168

Contribution to the System Peak Month Sales by Rate Class

Current Rate Class	January 2023	January 2024	February 2025	January 2026*	January 2027*
14 RS-1	298,446	263,337	290,233	248,922	251,089
15 RS-100	1,696,704	1,692,573	1,787,187	1,624,867	1,659,776
16 RS-600	192,647	195,100	152,781	183,510	181,491
17 GS-1	1,149,526	1,176,700	1,160,087	1,181,346	1,225,068
18 GS-6K	2,797,992	2,835,234	2,535,495	2,639,732	2,661,174
19 GS-25K	1,532,216	1,608,848	1,507,551	1,426,978	1,395,535
20 Gas Light	0	0	0	0	0
21 GS-120K	3,137,321	3,286,828	3,479,135	3,253,917	3,253,917
22 GS-1250K	4,914,446	5,679,470	1,449,241	1,453,817	1,453,817
23 GS-11 M	0	0	0	0	0
24 GS-25M	0	0	0	0	0
25 KDS	244,422	618,424	4,260,515	4,272,285	4,272,285
26 LES	545,343	416,145	487,173	376,452	376,452
27 CSG	1,174	1,403	1,552	1,920	1,921
28 RSG	84	279	98	115	115
29 TPS	0	0	0	0	0
30 TOTAL	16,510,322	17,774,340	17,111,047	16,663,861	16,732,639

(TOTAL EQUALS THE PEAK MONTH SALES FROM ABOVE)

Florida Public Service Commission

Explanation: Provide the calculation of system peak month sales by rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

		Contribution to the System Peak Month Sales by Rate Class						
Proposed Rate Class	January 2023	January 2024	February 2025	January 2026	January 2027			
31 RS	2,187,798	2,151,009	2,230,201	2,057,299	2,092,356			
32 GS - 1	2,146,030	2,186,466	2,063,102	2,121,485	2,172,844			
33 GS - 2 (10K)	2,668,403	2,735,739	2,485,439	2,506,965	2,502,980			
34 GS - 3 (50K)	665,302	698,576	654,592	619,607	605,954			
35 GS - 4 (120K)	3,137,321	3,286,828	3,479,135	3,253,917	3,253,917			
36 GS - 5 (1250K)	4,914,446	5,679,470	1,449,241	1,453,817	1,453,817			
37 GS - 6 (11M)	0	0	0	0	0			
38 GS - 7 (25M)	0	0	0	0	0			
39 GL	0	0	0	0	0			
40 KDS	244,422	618,424	4,260,515	4,272,285	4,272,285			
41 LES	545,343	416,145	487,173	376,452	376,452			
42 CSG	1,174	1,403	1,552	1,920	1,921			
43 RSG	84	279	98	115	115			
44 TPS								
45 TOTAL	16,510,322	17,774,340	17,111,047	16,663,861	16,732,639			

(TOTAL EQUALS THE PEAK MONTH SALES FROM ABOVE)

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	<u>PRESENT RATES (RS-1)</u>			<u>PROPOSED RATES (RS)</u>		
1	CUSTOMER CHARGE	\$18.00		CUSTOMER CHARGE	\$36.50	
2	DISTRIB. CHARGE	\$0.67667	PER THERM	DISTRIB. CHARGE	\$0.92	PER THERM
3	SAFE	\$8.70		SAFE	\$0.00	
4	CONSERVATION	\$0.27092	PER THERM	CONSERVATION	\$0.27092	PER THERM
5	NGFRCRC	\$0.05343	PER THERM	NGFRCRC	\$0.05343	PER THERM
6		GAS COST		\$1.27690		PER THERM
7		THERM USAGE INCREMENT		2		THERMS
8		AVERAGE USAGE PER CUSTOMER		6		THERMS/MONTH
		PRESENT MONTHLY BILL	PRESENT MONTHLY BILL	PROPOSED MONTHLY BILL	PROPOSED MONTHLY BILL	PERCENT INCREASE
	<u>THERM USAGE</u>	<u>W/O FUEL</u>	<u>WITH FUEL</u>	<u>W/O FUEL</u>	<u>WITH FUEL</u>	<u>W/O FUEL</u>
9	0	\$26.70	\$26.70	\$36.50	\$36.50	36.70%
10	2	\$28.70	\$31.26	\$38.98	\$41.53	35.80%
11	4	\$30.70	\$35.81	\$41.46	\$46.57	35.02%
12	6	\$32.71	\$40.37	\$43.94	\$51.60	34.34%
13	8	\$34.71	\$44.92	\$46.41	\$56.63	33.73%
14	10	\$36.71	\$49.48	\$48.89	\$61.66	33.19%
15	12	\$38.71	\$54.04	\$51.37	\$66.70	32.70%
16	14	\$40.71	\$58.59	\$53.85	\$71.73	32.27%
17	16	\$42.72	\$63.15	\$56.33	\$76.76	31.87%
18	18	\$44.72	\$67.70	\$58.81	\$81.79	31.51%
19	20	\$46.72	\$72.26	\$61.29	\$86.83	31.18%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (RS-100)			PROPOSED RATES (RS)			
1	CUSTOMER CHARGE	\$19.00		CUSTOMER CHARGE	\$36.50		
2	DISTRIB. CHARGE	\$0.57421	PER THERM	DISTRIB. CHARGE	\$0.92	PER THERM	
3	SAFE	\$8.70		SAFE	\$0.00		
4	CONSERVATION	\$0.13265	PER THERM	CONSERVATION	\$0.13265	PER THERM	
5	NGFRCRC	\$0.02808	PER THERM	NGFRCRC	\$0.02808	PER THERM	
6		GAS COST	\$1.27690	PER THERM			
7		THERM USAGE INCREMENT	4	THERMS			
8		AVERAGE USAGE PER CUSTOMER	14	THERMS/MONTH			
		PRESENT MONTHLY BILL	PRESENT MONTHLY BILL	PROPOSED MONTHLY BILL	PROPOSED MONTHLY BILL	PERCENT INCREASE	PERCENT INCREASE
	THERM USAGE	W/O FUEL	WITH FUEL	W/O FUEL	WITH FUEL	W/O FUEL	WITH FUEL
9	0	\$27.70	\$27.70	\$36.50	\$36.50	31.77%	31.77%
10	4	\$30.64	\$35.75	\$40.80	\$45.91	33.17%	28.43%
11	8	\$33.58	\$43.79	\$45.11	\$55.32	34.33%	26.32%
12	12	\$36.52	\$51.84	\$49.41	\$64.73	35.30%	24.86%
13	14	\$37.99	\$55.87	\$51.56	\$69.44	35.72%	24.29%
14	18	\$40.93	\$63.91	\$55.86	\$78.85	36.49%	23.37%
15	22	\$43.87	\$71.96	\$60.17	\$88.26	37.15%	22.65%
16	26	\$46.81	\$80.01	\$64.47	\$97.67	37.73%	22.07%
17	30	\$49.75	\$88.06	\$68.77	\$107.08	38.24%	21.61%
18	34	\$52.69	\$96.10	\$73.08	\$116.49	38.70%	21.21%
19	38	\$55.63	\$104.15	\$77.38	\$125.90	39.10%	20.88%

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (RS-600)			PROPOSED RATES (RS)			
1	CUSTOMER CHARGE	\$25.00		CUSTOMER CHARGE	\$36.50		
2	DISTRIB. CHARGE	\$0.70799	PER THERM	DISTRIB. CHARGE	\$0.92	PER THERM	
3	SAFE	\$8.70		SAFE	\$0.00		
4	CONSERVATION	\$0.07705	PER THERM	CONSERVATION	\$0.07705	PER THERM	
5	NGFRCRC	\$0.01611	PER THERM	NGFRCRC	\$0.01611	PER THERM	
6		GAS COST	\$1.27690	PER THERM			
7		THERM USAGE INCREMENT	25	THERMS			
8		AVERAGE USAGE PER CUSTOMER	50	THERMS/MONTH			
	THERM USAGE	PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
9	0	\$33.70	\$33.70	\$36.50	\$36.50	8.31%	8.31%
10	25	\$53.73	\$85.65	\$61.70	\$93.63	14.84%	9.31%
11	50	\$73.76	\$137.60	\$86.91	\$150.75	17.83%	9.56%
12	75	\$93.79	\$189.55	\$112.11	\$207.88	19.54%	9.67%
13	100	\$113.82	\$241.51	\$137.32	\$265.01	20.65%	9.73%
14	125	\$133.84	\$293.46	\$162.52	\$322.14	21.43%	9.77%
15	150	\$153.87	\$345.41	\$187.73	\$379.26	22.00%	9.80%
16	175	\$173.90	\$397.36	\$212.93	\$436.39	22.44%	9.82%
17	200	\$193.93	\$449.31	\$238.14	\$493.52	22.80%	9.84%
18	225	\$213.96	\$501.26	\$263.34	\$550.64	23.08%	9.85%
19	250	\$233.99	\$553.21	\$288.55	\$607.77	23.32%	9.86%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons
under present and proposed rates
for the residential rate class.

Type of Data Shown:
Historic Base Year Data: 12/31/25
Projected Test Year: 12/31/27
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.		PRESENT RATES (RSG)		PROPOSED RATES (RSG)			
1	CUSTOMER CHARGE	\$25.00		CUSTOMER CHARGE	\$54.27		
2	DISTRIB. CHARGE	\$0.00000	PER THERM	DISTRIB. CHARGE	\$0.92	PER THERM	
3	SAFE	\$0.00		SAFE	\$0.00		
4	CONSERVATION	\$0.27092	PER THERM	CONSERVATION	\$0.27092	PER THERM	
5	NGFRCRC	\$0.00000	PER THERM	NGFRCRC	\$0.00000	PER THERM	
6		GAS COST		\$1.27690	PER THERM		
7		THERM USAGE INCREMENT		2	THERMS		
8		AVERAGE USAGE PER CUSTOMER		2	THERMS/MONTH		
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
9	THERM USAGE 0	\$25.00	\$25.00	\$54.27	\$54.27	117.06%	117.06%
10	2	\$25.54	\$28.10	\$56.64	\$59.19	121.74%	110.68%
11	4	\$26.08	\$31.19	\$59.01	\$64.12	126.23%	105.56%
12	6	\$26.63	\$34.29	\$61.38	\$69.04	130.54%	101.37%
13	8	\$27.17	\$37.38	\$63.75	\$73.97	134.67%	97.87%
14	10	\$27.71	\$40.48	\$66.13	\$78.89	138.64%	94.90%
15	12	\$28.25	\$43.57	\$68.50	\$83.82	142.46%	92.36%
16	14	\$28.79	\$46.67	\$70.87	\$88.75	146.13%	90.16%
17	16	\$29.33	\$49.77	\$73.24	\$93.67	149.67%	88.23%
18	18	\$29.88	\$52.86	\$75.61	\$98.60	153.08%	86.52%
19	20	\$30.42	\$55.96	\$77.98	\$103.52	156.37%	85.01%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.		PRESENT RATES (GS-1)		PROPOSED RATES (GS - 1)			
1	CUSTOMER CHARGE	\$31.00		CUSTOMER CHARGE	\$85.00		
2	DISTRIB. CHARGE	\$0.57949	PER THERM	DISTRIB. CHARGE	\$0.93	PER THERM	
3	SAFE	\$8.70		SAFE	\$0.00		
4	CONSERVATION	\$0.05251	PER THERM	CONSERVATION	\$0.05251	PER THERM	
5	NGFRCRC	\$0.01201	PER THERM	NGFRCRC	\$0.01201	PER THERM	
6		GAS COST		\$1.27690	PER THERM		
7		THERM USAGE INCREMENT		100	THERMS		
8		AVERAGE USAGE PER CUSTOMER		194	THERMS/MONTH		
		PRESENT MONTHLY BILL	PRESENT MONTHLY BILL	PROPOSED MONTHLY BILL	PROPOSED MONTHLY BILL	PERCENT INCREASE	PERCENT INCREASE
	THERM USAGE	W/O FUEL	WITH FUEL	W/O FUEL	WITH FUEL	W/O FUEL	WITH FUEL
9	0	\$39.70	\$39.70	\$85.00	\$85.00	114.11%	114.11%
10	100	\$104.10	\$231.79	\$184.81	\$312.50	77.53%	34.82%
11	200	\$168.50	\$423.88	\$284.61	\$539.99	68.91%	27.39%
12	300	\$232.90	\$615.97	\$384.42	\$767.49	65.06%	24.60%
13	400	\$297.30	\$808.06	\$484.23	\$994.99	62.87%	23.13%
14	500	\$361.71	\$1,000.16	\$584.04	\$1,222.49	61.47%	22.23%
15	600	\$426.11	\$1,192.25	\$683.84	\$1,449.98	60.49%	21.62%
16	700	\$490.51	\$1,384.34	\$783.65	\$1,677.48	59.76%	21.18%
17	800	\$554.91	\$1,576.43	\$883.46	\$1,904.98	59.21%	20.84%
18	900	\$619.31	\$1,768.52	\$983.27	\$2,132.48	58.77%	20.58%
19	1,000	\$683.71	\$1,960.61	\$1,083.07	\$2,359.97	58.41%	20.37%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (GS-6K)			PROPOSED RATES (GS - 1)				
1	CUSTOMER CHARGE	\$44.00		CUSTOMER CHARGE	\$85.00			
2	DISTRIB. CHARGE	\$0.48722	PER THERM	DISTRIB. CHARGE	\$0.93	PER THERM		
3	SAFE	\$11.01		SAFE	\$0.00			
4	CONSERVATION	\$0.03793	PER THERM	CONSERVATION	\$0.03793	PER THERM		
5	NGFRCRC	\$0.00702	PER THERM	NGFRCRC	\$0.00702	PER THERM		
6		GAS COST	\$1.27690	PER THERM				
7		THERM USAGE INCREMENT	200	THERMS				
8		AVERAGE USAGE PER CUSTOMER	600	THERMS/MONTH				
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL	
9	THERM USAGE	0	\$55.01	\$55.01	\$85.00	\$85.00	54.52%	54.52%
10	200	\$161.44	\$416.82	\$280.70	\$536.08	\$536.08	73.87%	28.61%
11	400	\$267.88	\$778.64	\$476.40	\$987.16	\$987.16	77.84%	26.78%
12	600	\$374.31	\$1,140.45	\$672.10	\$1,438.24	\$1,438.24	79.56%	26.11%
13	800	\$480.75	\$1,502.27	\$867.80	\$1,889.32	\$1,889.32	80.51%	25.76%
14	1,000	\$587.18	\$1,864.08	\$1,063.50	\$2,340.40	\$2,340.40	81.12%	25.55%
15	1,200	\$693.61	\$2,225.89	\$1,259.21	\$2,791.49	\$2,791.49	81.54%	25.41%
16	1,400	\$800.05	\$2,587.71	\$1,454.91	\$3,242.57	\$3,242.57	81.85%	25.31%
17	1,600	\$906.48	\$2,949.52	\$1,650.61	\$3,693.65	\$3,693.65	82.09%	25.23%
18	1,800	\$1,012.92	\$3,311.34	\$1,846.31	\$4,144.73	\$4,144.73	82.28%	25.17%
19	2,000	\$1,119.35	\$3,673.15	\$2,042.01	\$4,595.81	\$4,595.81	82.43%	25.12%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (GS-6K)			PROPOSED RATES (GS - 2 (10K))			
1	CUSTOMER CHARGE	\$44.00		CUSTOMER CHARGE	\$155.00		
2	DISTRIB. CHARGE	\$0.48722	PER THERM	DISTRIB. CHARGE	\$0.83	PER THERM	
3	SAFE	\$11.01		SAFE	\$0.00		
4	CONSERVATION	\$0.03793	PER THERM	CONSERVATION	\$0.03793	PER THERM	
5	NGFRCRC	\$0.00702	PER THERM	NGFRCRC	\$0.00702	PER THERM	
6		GAS COST		\$1.27690	PER THERM		
7		THERM USAGE INCREMENT		200	THERMS		
8		AVERAGE USAGE PER CUSTOMER		1,100	THERMS/MONTH		
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
9	THERM USAGE	0	\$55.01	\$55.01	\$155.00	\$155.00	181.77%
10	200	\$161.44	\$416.82	\$330.14	\$585.52	104.49%	40.47%
11	400	\$267.88	\$778.64	\$505.29	\$1,016.05	88.63%	30.49%
12	600	\$374.31	\$1,140.45	\$680.43	\$1,446.57	81.78%	26.84%
13	800	\$480.75	\$1,502.27	\$855.57	\$1,877.09	77.97%	24.95%
14	1,000	\$587.18	\$1,864.08	\$1,030.72	\$2,307.62	75.54%	23.79%
15	1,100	\$640.40	\$2,044.99	\$1,118.29	\$2,522.88	74.62%	23.37%
16	1,300	\$746.83	\$2,406.80	\$1,293.43	\$2,953.40	73.19%	22.71%
17	1,500	\$853.27	\$2,768.62	\$1,468.58	\$3,383.93	72.11%	22.22%
18	1,700	\$959.70	\$3,130.43	\$1,643.72	\$3,814.45	71.27%	21.85%
19	1,900	\$1,066.13	\$3,492.24	\$1,818.86	\$4,244.97	70.60%	21.55%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (GS-25K)			PROPOSED RATES (GS - 2 (10K))				
1	CUSTOMER CHARGE	\$188.00		CUSTOMER CHARGE	\$155.00			
2	DISTRIB. CHARGE	\$0.44046	PER THERM	DISTRIB. CHARGE	\$0.83	PER THERM		
3	SAFE	\$11.01		SAFE	\$0.00			
4	CONSERVATION	\$0.03541	PER THERM	CONSERVATION	\$0.03541	PER THERM		
5	NGFRCRC	\$0.00639	PER THERM	NGFRCRC	\$0.00639	PER THERM		
6		GAS COST	\$1.27690	PER THERM				
7		THERM USAGE INCREMENT	600	THERMS				
8		AVERAGE USAGE PER CUSTOMER	2,400	THERMS/MONTH				
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL	
9	THERM USAGE	0	\$199.01	\$199.01	\$155.00	\$155.00	-22.11%	-22.11%
10		600	\$488.37	\$1,254.51	\$678.54	\$1,444.68	38.94%	15.16%
11		1,200	\$777.72	\$2,310.00	\$1,202.08	\$2,734.36	54.56%	18.37%
12		1,800	\$1,067.08	\$3,365.50	\$1,725.62	\$4,024.04	61.71%	19.57%
13		2,400	\$1,356.43	\$4,420.99	\$2,249.16	\$5,313.72	65.81%	20.19%
14		3,000	\$1,645.79	\$5,476.49	\$2,772.70	\$6,603.40	68.47%	20.58%
15		3,600	\$1,935.15	\$6,531.99	\$3,296.24	\$7,893.08	70.34%	20.84%
16		4,200	\$2,224.50	\$7,587.48	\$3,819.78	\$9,182.76	71.71%	21.03%
17		4,800	\$2,513.86	\$8,642.98	\$4,343.32	\$10,472.44	72.78%	21.17%
18		5,400	\$2,803.21	\$9,698.47	\$4,866.86	\$11,762.12	73.62%	21.28%
19		6,000	\$3,092.57	\$10,753.97	\$5,390.40	\$13,051.80	74.30%	21.37%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (GS-25K)			PROPOSED RATES (GS - 3 (50K))				
1	CUSTOMER CHARGE	\$188.00		CUSTOMER CHARGE	\$600.00			
2	DISTRIB. CHARGE	\$0.44046	PER THERM	DISTRIB. CHARGE	\$0.73	PER THERM		
3	SAFE	\$11.01		SAFE	\$0.00			
4	CONSERVATION	\$0.03541	PER THERM	CONSERVATION	\$0.03541	PER THERM		
5	NGFRCRC	\$0.00639	PER THERM	NGFRCRC	\$0.00639	PER THERM		
6		GAS COST		\$1.27690	PER THERM			
7		THERM USAGE INCREMENT		600	THERMS			
8		AVERAGE USAGE PER CUSTOMER		5,100	THERMS/MONTH			
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL	
9	THERM USAGE	0	\$199.01	\$199.01	\$600.00	\$600.00	201.49%	201.49%
10		600	\$488.37	\$1,254.51	\$1,064.58	\$1,830.72	117.99%	45.93%
11		1,200	\$777.72	\$2,310.00	\$1,529.16	\$3,061.44	96.62%	32.53%
12		1,800	\$1,067.08	\$3,365.50	\$1,993.74	\$4,292.16	86.84%	27.53%
13		2,400	\$1,356.43	\$4,420.99	\$2,458.31	\$5,522.87	81.23%	24.92%
14		3,000	\$1,645.79	\$5,476.49	\$2,922.89	\$6,753.59	77.60%	23.32%
15		3,600	\$1,935.15	\$6,531.99	\$3,387.47	\$7,984.31	75.05%	22.23%
16		4,200	\$2,224.50	\$7,587.48	\$3,852.05	\$9,215.03	73.16%	21.45%
17		4,800	\$2,513.86	\$8,642.98	\$4,316.63	\$10,445.75	71.71%	20.86%
18		5,100	\$2,658.54	\$9,170.73	\$4,548.92	\$11,061.11	71.11%	20.61%
19		5,700	\$2,947.89	\$10,226.22	\$5,013.50	\$12,291.83	70.07%	20.20%

Supporting Schedules: E-2 p.1, H-1 p.1

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	PRESENT RATES (CSG)			PROPOSED RATES (CSG)			
1	CUSTOMER CHARGE	\$36.00		CUSTOMER CHARGE	\$231.58		
2	DISTRIB. CHARGE	\$0.00000	PER THERM	DISTRIB. CHARGE	\$0.83	PER THERM	
3	SAFE	\$0.00		SAFE	\$0.00		
4	CONSERVATION	\$0.05251	PER THERM	CONSERVATION	\$0.05251	PER THERM	
5	NGFRCRC	\$0.00000	PER THERM	NGFRCRC	\$0.00000	PER THERM	
6	GAS COST			\$1.27690	PER THERM		
7	THERM USAGE INCREMENT			4	THERMS		
8	AVERAGE USAGE PER CUSTOMER			12	THERMS/MONTH		
	THERM USAGE	PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
9	0	\$36.00	\$36.00	\$231.58	\$231.58	543.27%	543.27%
10	4	\$36.20	\$40.94	\$234.86	\$239.60	548.87%	485.28%
11	7	\$36.39	\$45.88	\$238.14	\$247.62	554.40%	439.77%
12	11	\$36.59	\$50.81	\$241.42	\$255.65	559.88%	403.11%
13	15	\$36.78	\$55.75	\$244.70	\$263.67	565.30%	372.94%
14	19	\$36.98	\$60.69	\$247.98	\$271.69	570.67%	347.68%
15	22	\$37.17	\$65.63	\$251.26	\$279.72	575.97%	326.22%
16	26	\$37.37	\$70.56	\$254.54	\$287.74	581.23%	307.77%
17	30	\$37.56	\$75.50	\$257.82	\$295.76	586.42%	291.73%
18	33	\$37.76	\$80.44	\$261.10	\$303.79	591.57%	277.66%
19	37	\$37.95	\$85.38	\$264.38	\$311.81	596.66%	265.21%

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.		PRESENT RATES (GS-120K)		PROPOSED RATES (GS - 4 (120K))			
1	CUSTOMER CHARGE	\$375.00		CUSTOMER CHARGE	\$750.00		
2	DEMAND CHARGE	\$0.71900	PER THERM	DEMAND CHARGE	\$0.93	PER THERM	
3	DISTRIB. CHARGE	\$0.28336	PER THERM	DISTRIB. CHARGE	\$0.36	PER THERM	
4	SAFE	\$11.01		SAFE	\$0.00		
5	CONSERVATION	\$0.02514	PER THERM	CONSERVATION	\$0.02514	PER THERM	
6	NGFRCRC	\$0.00492	PER THERM	NGFRCRC	\$0.00492	PER THERM	
7		GAS COST		\$1.27690	PER THERM		
8		THERM USAGE INCREMENT		5,000	THERMS		
9		AVERAGE USAGE PER CUSTOMER		28,991	THERMS/MONTH		
		AVERAGE DEMAND PER CUSTOMER		2,500	THERMS/MONTH		
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
10	THERM USAGE 0	\$2,183.51	\$2,183.51	\$3,062.91	\$3,062.91	40.27%	40.27%
11	5,000	\$3,750.61	\$10,135.11	\$5,024.15	\$11,408.65	33.96%	12.57%
12	10,000	\$5,317.71	\$18,086.71	\$6,985.39	\$19,754.39	31.36%	9.22%
13	15,000	\$6,884.81	\$26,038.31	\$8,946.62	\$28,100.12	29.95%	7.92%
14	20,000	\$8,451.91	\$33,989.91	\$10,907.86	\$36,445.86	29.06%	7.23%
15	25,000	\$10,019.01	\$41,941.51	\$12,869.09	\$44,791.59	28.45%	6.80%
16	28,991	\$11,269.87	\$48,288.48	\$14,434.55	\$51,453.16	28.08%	6.55%
17	33,991	\$12,836.97	\$56,240.08	\$16,395.79	\$59,798.90	27.72%	6.33%
18	38,991	\$14,404.07	\$64,191.68	\$18,357.03	\$68,144.63	27.44%	6.16%
19	43,991	\$15,971.17	\$72,143.28	\$20,318.26	\$76,490.37	27.22%	6.03%
20	48,991	\$17,538.27	\$80,094.88	\$22,279.50	\$84,836.11	27.03%	5.92%

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.		PRESENT RATES (GS-1250K)		PROPOSED RATES (GS - 5 (1250K))			
1	CUSTOMER CHARGE	\$625.00		CUSTOMER CHARGE	\$1,250.00		
2	DEMAND CHARGE	\$0.71900	PER THERM	DEMAND CHARGE	\$0.93	PER THERM	
3	DISTRIB. CHARGE	\$0.14073	PER THERM	DISTRIB. CHARGE	\$0.14	PER THERM	
4	SAFE	\$11.01		SAFE	\$0.00		
5	CONSERVATION	\$0.01478	PER THERM	CONSERVATION	\$0.01478	PER THERM	
6	NGFRCRC	\$0.00349	PER THERM	NGFRCRC	\$0.00349	PER THERM	
7		GAS COST		\$1.27690	PER THERM		
8		THERM USAGE INCREMENT		60,000	THERMS		
9		AVERAGE USAGE PER CUSTOMER		168,400	THERMS/MONTH		
		AVERAGE DEMAND PER CUSTOMER		15,200	THERMS/MONTH		
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
10	THERM USAGE 0	\$11,564.81	\$11,564.81	\$15,312.51	\$15,312.51	32.41%	32.41%
11	60,000	\$21,104.81	\$97,718.81	\$24,883.46	\$101,497.46	17.90%	3.87%
12	120,000	\$30,644.81	\$183,872.81	\$34,454.41	\$187,682.41	12.43%	2.07%
13	168,400	\$38,340.41	\$253,370.37	\$42,174.97	\$257,204.93	10.00%	1.51%
14	228,400	\$47,880.41	\$339,524.37	\$51,745.92	\$343,389.88	8.07%	1.14%
15	288,400	\$57,420.41	\$425,678.37	\$61,316.86	\$429,574.82	6.79%	0.92%
16	348,400	\$66,960.41	\$511,832.37	\$70,887.81	\$515,759.77	5.87%	0.77%
17	408,400	\$76,500.41	\$597,986.37	\$80,458.76	\$601,944.72	5.17%	0.66%
18	468,400	\$86,040.41	\$684,140.37	\$90,029.70	\$688,129.66	4.64%	0.58%
19	528,400	\$95,580.41	\$770,294.37	\$99,600.65	\$774,314.61	4.21%	0.52%
20	588,400	\$105,120.41	\$856,448.37	\$109,171.60	\$860,499.56	3.85%	0.47%

Florida Public Service Commission

Explanation: Provide monthly bill comparisons under present and proposed rates for the residential rate class.

Type of Data Shown:
 Historic Base Year Data: 12/31/25
 Projected Test Year: 12/31/27
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	<u>PRESENT RATES (GS-11M)</u>			<u>PROPOSED RATES (GS - 6 (11M))</u>			
1	CUSTOMER CHARGE	\$1,250.00		CUSTOMER CHARGE	\$2,500.00		
2	DEMAND CHARGE	\$0.71900	PER THERM	DEMAND CHARGE	\$0.93	PER THERM	
3	DISTRIB. CHARGE	\$0.10320	PER THERM	DISTRIB. CHARGE	\$0.1036	PER THERM	
4	SAFE	\$11.01		SAFE	\$0.00		
5	CONSERVATION	\$0.00000	PER THERM	CONSERVATION	\$0.00000	PER THERM	
6	NGFRCRC	\$0.00000	PER THERM	NGFRCRC	\$0.00000	PER THERM	
7		GAS COST		\$1.27690	PER THERM		
8		THERM USAGE INCREMENT		250,000	THERMS		
9		AVERAGE USAGE PER CUSTOMER		1,500,000	THERMS/MONTH		
		AVERAGE DEMAND PER CUSTOMER		135,247	THERMS/MONTH		
		PRESENT MONTHLY BILL W/O FUEL	PRESENT MONTHLY BILL WITH FUEL	PROPOSED MONTHLY BILL W/O FUEL	PROPOSED MONTHLY BILL WITH FUEL	PERCENT INCREASE W/O FUEL	PERCENT INCREASE WITH FUEL
10	THERM USAGE 0	\$98,503.60	\$98,503.60	\$127,625.83	\$127,625.83	29.56%	29.56%
11	250,000	\$124,303.60	\$443,528.60	\$153,520.39	\$472,745.39	23.50%	6.59%
12	500,000	\$150,103.60	\$788,553.60	\$179,414.95	\$817,864.95	19.53%	3.72%
13	750,000	\$175,903.60	\$1,133,578.60	\$205,309.51	\$1,162,984.51	16.72%	2.59%
14	1,000,000	\$201,703.60	\$1,478,603.60	\$231,204.06	\$1,508,104.06	14.63%	2.00%
15	1,250,000	\$227,503.60	\$1,823,628.60	\$257,098.62	\$1,853,223.62	13.01%	1.62%
16	1,500,000	\$253,303.60	\$2,168,653.60	\$282,993.18	\$2,198,343.18	11.72%	1.37%
17	1,750,000	\$279,103.60	\$2,513,678.60	\$308,887.74	\$2,543,462.74	10.67%	1.18%
18	2,000,000	\$304,903.60	\$2,858,703.60	\$334,782.29	\$2,888,582.29	9.80%	1.05%
19	2,250,000	\$330,703.60	\$3,203,728.60	\$360,676.85	\$3,233,701.85	9.06%	0.94%
20	2,500,000	\$356,503.60	\$3,548,753.60	\$386,571.41	\$3,578,821.41	8.43%	0.85%

Florida Public Service Commission

Explanation: Provide monthly bill comparisons
under present and proposed rates
for the residential rate class.

Type of Data Shown:
Historic Base Year Data: 12/31/25
Projected Test Year: 12/31/27
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	<u>PRESENT RATES (GS-25M)</u>			<u>PROPOSED RATES (GS - 7 (25M))</u>			
1	CUSTOMER CHARGE	\$2,500.00		CUSTOMER CHARGE	\$5,000.00		
2	DEMAND CHARGE	\$0.71900 PER THERM		DEMAND CHARGE	\$0.93 PER THERM		
3	DISTRIB. CHARGE	\$0.05160 PER THERM		DISTRIB. CHARGE	\$0.0518 PER THERM		
4	SAFE	\$11.01		SAFE	\$0.00		
5	CONSERVATION	\$0.00000 PER THERM		CONSERVATION	\$0.00000 PER THERM		
6	NGFRCRC	\$0.00000 PER THERM		NGFRCRC	\$0.00000 PER THERM		
7		GAS COST		\$1.27690	PER THERM		
8		THERM USAGE INCREMENT		500,000	THERMS		
9		AVERAGE USAGE PER CUSTOMER		4,200,000	THERMS/MONTH		
		AVERAGE DEMAND PER CUSTOMER		378,693	THERMS/MONTH		
	<u>THERM USAGE</u>	<u>PRESENT MONTHLY BILL W/O FUEL</u>	<u>PRESENT MONTHLY BILL WITH FUEL</u>	<u>PROPOSED MONTHLY BILL W/O FUEL</u>	<u>PROPOSED MONTHLY BILL WITH FUEL</u>	<u>PERCENT INCREASE W/O FUEL</u>	<u>PERCENT INCREASE WITH FUEL</u>
10	0	\$274,790.99	\$274,790.99	\$355,353.25	\$355,353.25	29.32%	29.32%
11	500,000	\$300,590.99	\$939,040.99	\$381,247.81	\$1,019,697.81	26.83%	8.59%
12	1,000,000	\$326,390.99	\$1,603,290.99	\$407,142.37	\$1,684,042.37	24.74%	5.04%
13	1,500,000	\$352,190.99	\$2,267,540.99	\$433,036.93	\$2,348,386.93	22.96%	3.57%
14	2,000,000	\$377,990.99	\$2,931,790.99	\$458,931.49	\$3,012,731.49	21.41%	2.76%
15	2,500,000	\$403,790.99	\$3,596,040.99	\$484,826.04	\$3,677,076.04	20.07%	2.25%
16	3,000,000	\$429,590.99	\$4,260,290.99	\$510,720.60	\$4,341,420.60	18.89%	1.90%
17	3,500,000	\$455,390.99	\$4,924,540.99	\$536,615.16	\$5,005,765.16	17.84%	1.65%
18	4,000,000	\$481,190.99	\$5,588,790.99	\$562,509.72	\$5,670,109.72	16.90%	1.46%
19	4,500,000	\$506,990.99	\$6,253,040.99	\$588,404.27	\$6,334,454.27	16.06%	1.30%
20	5,000,000	\$532,790.99	\$6,917,290.99	\$614,298.83	\$6,998,798.83	15.30%	1.18%

Florida Public Service Commission

Explanation: Provide a schedule showing derivation of rate base (plant).

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Prior Years: 12/31/21 - 12/31/24
 Witness: J. Baugh, G. Navo, B. Gilliam

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Acct. No.	Plant	PER BOOK	PER BOOK	PER BOOK	PER BOOK	13 MONTH AVERAGE		13 MONTH AVERAGE
			END OF PERIOD 2021 ⁽¹⁾	END OF PERIOD 2022 ⁽¹⁾	END OF PERIOD 2023 ⁽¹⁾	END OF PERIOD 2024	Historic Base Year Ended 12/31/25	Company Adjusted	Projected Test Year Ended 12/31/27
			Per Books					Adjusted	
1	3020	FRANCHISES & CONSENTS	\$ 241,545	\$ 241,545	\$ 241,545	\$ 241,545	\$ 234,565	\$ 234,565	\$ 231,924
2	3030	MISC INTANGIBLE PLANT - 12 YEARS	-	-	7,116,234	2,364,705	2,364,705	2,364,705	2,682,462
3	3032	COMPUTER SOFTWARE	7,944,005	12,742,362	-	-	-	-	-
4	3032	MISC INTANGIBLE PLANT - 20 YEARS	5,519,200	5,462,195	-	6,706,612	18,351,212	18,351,212	26,664,258
5		TOTAL INTANGIBLE PLANT	\$ 13,704,750	\$ 18,446,102	\$ 7,357,779	\$ 9,312,861	\$ 20,950,482	\$ 20,950,482	\$ 29,578,644
6	3641	LAND AND LAND RIGHTS	\$ -	\$ -	\$ 8,312,167	\$ 8,373,426	\$ 8,373,426	\$ 8,373,426	\$ 8,990,723
7	3642	STRUCTURES AND IMPROVEMENTS	-	-	35,843	35,843	39,538	39,538	218,093
8	3643	LNG PROCESS TERMINAL EQUIP	-	-	41,820	239,768	249,528	249,528	271,488
9	3645	MEASURING AND REGULATING EQUIP	-	-	35,905	35,905	35,905	35,905	35,905
10	3646	COMPRESSOR STATION EQUIP	-	-	59,702,374	59,702,374	59,702,374	59,702,374	59,702,374
11		TOTAL STORAGE PLANT/TOTAL STORAGE PLANT	\$ -	\$ -	\$ 68,128,109	\$ 68,387,317	\$ 68,400,771	\$ 68,400,771	\$ 69,218,584
12	3671	MAINS - STEEL	\$ -	\$ -	\$ -	\$ 5,291	\$ 5,291	\$ 5,291	\$ -
13	3740	LAND & LAND RIGHTS	1,277,648	1,277,569	1,277,569	1,277,570	1,016,596	1,016,596	326,214
14	3741	LAND RIGHTS	72,437	72,437	72,437	72,437	70,130	70,130	69,437
15	3743	RIGHT OF WAYS	11,132	11,132	11,132	11,132	11,132	11,132	11,132
16	3750	STRUCTURES & IMPROVEMENTS	188,561	215,956	259,939	273,830	284,256	284,256	335,399
17	3762	MAINS - STEEL (formerly account 3761)	140,488,993	141,534,511	141,231,550	142,470,603	124,843,758	124,826,452	135,225,589
18	3761	MAINS - PLASTIC (formerly account 3762)	179,310,607	190,034,889	190,977,992	206,990,637	210,025,428	210,024,509	217,483,556
19	376P	MAINS - PLASTIC - SAFE	-	-	9,314,471	30,385,423	42,207,745	200	55,193,137
18	376R.1	MAINS - PLASTIC - NGFR	-	-	-	-	144,731	17,306	0
19	376R.2	MAINS - STEEL - NGFR	-	-	-	-	14,092	-	0
20	376S	MAINS - STEEL - SAFE	-	-	-	-	1,790,081	-	15,855,130
21	3780	MEAS & REG STATION EQUIP-GEN	2,473,407	2,481,017	2,487,033	2,556,627	3,921,406	3,921,406	10,412,846
22	3790	MEAS & REG STATION EQUIP-GATE	17,600,577	17,551,525	17,603,527	17,746,190	14,912,439	14,912,439	14,245,306
23	3802	SERVICES - STEEL (formerly account 3801)	15,432,812	15,534,409	15,679,879	16,363,026	16,555,798	16,555,798	17,096,230
24	3801	SERVICES - PLASTIC (formerly account 3802)	96,556,550	103,042,800	110,289,036	118,880,994	123,196,238	123,196,238	137,242,324
25	380P	SERVICES - PLASTIC - SAFE	-	-	2,812,960	9,732,993	16,396,400	-	25,909,875
26	380R.1	SERVICES - PLASTIC - NGFR	-	-	-	-	-	-	-
27	380R.2	SERVICES - STEEL - NGFR	-	-	-	-	-	-	-
28	380S	SERVICES - STEEL - SAFE	-	-	-	-	-	-	-
29	3810	METERS	19,881,299	22,963,485	22,222,223	23,543,946	25,207,438	25,207,438	27,105,132
30	3812	METERS MTU/DCU (formerly account 3811)	1,991,221	2,608,908	3,991,896	4,266,834	4,543,036	4,543,036	16,404,418
31	381S	METERS - SAFE	-	-	46,626	848,235	499,144	-	381,732
32	3820	METER & REGULATOR INST.	5,511,473	5,727,932	5,237,892	5,693,270	5,745,198	5,745,198	7,362,527
33	3821	METER & REGULATOR INST. MTU/DCU	580,172	77,365	90,542	258,205	277,177	277,177	6,044,454
34	382S	METER & REGULATOR INST. SAFE	-	-	114,414	668,880	424,757	-	16,614,414
35	3830	HOUSE REGULATORS	7,008,017	6,695,399	6,973,525	7,527,623	7,848,116	7,848,116	8,766,525
36	3840	HOUSE REG-INST	1,924,460	1,934,161	2,028,625	2,065,464	2,044,716	2,044,716	2,174,565
37	3850	IND MEAS & REG STAT EQUIP	3,550,220	3,740,827	3,740,798	3,740,798	3,740,798	3,740,798	4,647,714
38	383S	HOUSE REGULATORS-SAFE	-	-	-	-	-	-	-
39	3870	OTHER EQUIPMENT	1,795,963	2,145,929	2,479,725	2,753,129	2,899,383	2,899,383	3,368,289
40	3890	LAND - GENERAL	2,225,561	2,225,561	2,283,602	2,225,561	2,225,561	2,225,561	2,225,561
41	3892	LAND RIGHTS	143,396	194,667	194,667	193,945	193,945	193,945	193,945
42	3892	LAND RIGHTS - SAFE	-	-	-	721	721	721	721
43		TOTAL DISTR. PLANT	\$ 498,024,406	\$ 520,070,479	\$ 541,546,658	\$ 601,317,483	\$ 611,062,437	\$ 549,567,842	\$ 724,713,733
44		GENERAL PLANT	\$ 21,633,741	\$ 22,528,920	\$ 25,476,050	\$ 30,099,723	\$ 31,380,739	\$ 31,380,739	\$ 43,629,643
45		GAS PLANT PURCHASED OR SOLD	-	-	-	-	-	-	-
46		PLANT ACQUISITIONS	21,656,835	21,656,835	21,656,835	482,483,940	467,117,556	21,656,835	21,656,835
47		CAPITAL LEASES	-	-	-	48,813	60,876	0	0
48		GENERAL COMMON PLANT & CWIP	-	-	(2,214,381)	4,327,622	4,218,098	4,218,098	33,515,879
49		CONSTRUCTION WORK IN PROGRESS	31,968,305	72,377,560	26,347,920	52,944,502	56,416,099	30,313,684	28,875,708
50		TOTAL PLANT	\$ 586,988,037	\$ 655,079,896	\$ 688,298,970	\$ 1,248,922,261	\$ 1,259,607,059	\$ 726,488,452	\$ 951,189,024

NOTES:

(1) Information reflected in FCG's annual FERC Form 2 filings.

Florida Public Service Commission

Explanation: Provide a schedule showing derivation of rate base (accumulated depreciation).

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Prior Years: 12/31/21 - 12/31/24
 Witness: J. Baugh, G. Navo, B. Gilliam

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Acct. No.	ACCUMULATED DEPRECIATION	PER BOOK	PER BOOK	PER BOOK	PER BOOK	13 MONTH AVERAGE		13 MONTH AVERAGE
			END OF PERIOD 2021 ⁽¹⁾	END OF PERIOD 2022 ⁽¹⁾	END OF PERIOD 2023 ⁽¹⁾	END OF PERIOD 2024	Historic Base Year Ended 12/31/25 Per Books	Company Adjusted	Projected Test Year Ended 12/31/27 Adjusted
1	3020	FRANCHISES & CONSENTS	\$ (97,976)	\$ (97,976)	\$ (97,976)	\$ (97,976)	\$ (93,698)	\$ (93,698)	\$ (92,763)
2	3030	MISC INTANGIBLE PLANT - 12 YEARS	117	118	(1,226,336)	(339,010)	(444,907)	(233,112)	(211,795)
3	3032	COMPUTER SOFTWARE	(908,964)	(1,811,850)	-	-	-	-	-
4	3032	MISC INTANGIBLE PLANT - 15 & 20 YEARS	(442,489)	(682,770)	-	(1,333,018)	(1,654,126)	(1,863,360)	(4,714,570)
5		TOTAL INTANGIBLE PLANT	\$ (1,449,312)	\$ (2,592,478)	\$ (1,324,312)	\$ (1,770,004)	\$ (2,192,731)	\$ (2,190,170)	\$ (5,019,128)
6	3641	LAND AND LAND RIGHTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	3642	STRUCTURES AND IMPROVEMENTS	-	-	(90)	(806)	(1,167)	(1,167)	(5,084)
8	3643	LNG PROCESS TERMINAL EQUIP	-	-	(105)	(2,464)	(4,886)	(4,886)	(15,563)
9	3645	MEASURING AND REGULATING EQUIP	-	-	(90)	(808)	(1,167)	(1,167)	(2,603)
10	3646	COMPRESSOR STATION EQUIP	-	-	(728,683)	(1,922,731)	(2,519,754)	(2,519,754)	(4,907,849)
11		TOTAL STORAGE PLANT	\$ -	\$ -	\$ (728,968)	\$ (1,926,809)	\$ (2,526,974)	\$ (2,526,974)	\$ (4,931,099)
12	3671	MAINS - STEEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	3740	LAND & LAND RIGHTS	(13,416)	(13,416)	(13,416)	(13,416)	(10,134)	(10,134)	(9,076)
14	3741	LAND RIGHTS	-	-	-	-	-	-	-
15	3743	RIGHT OF WAYS	-	-	-	-	-	(256)	(128)
16	3750	STRUCTURES & IMPROVEMENTS	39,417	33,205	24,019	13,932	8,694	10,374	(37,091)
17	3762	MAINS - STEEL (formerly account 3761)	(74,118,348)	(76,182,551)	(77,171,744)	(79,905,502)	(75,811,925)	(76,195,607)	(56,241,844)
18	3761	MAINS - PLASTIC (formerly account 3762)	(50,584,202)	(54,646,527)	(57,248,123)	(60,244,286)	(61,447,556)	(61,657,470)	(64,743,763)
19	376P	MAINS - PLASTIC - SAFE	-	-	(46,605)	(311,082)	(579,271)	(41,896)	(1,726,120)
20	376R.1	MAINS - PLASTIC - NGFR	-	-	-	-	(306)	(104)	-
21	376R.2	MAINS - STEEL - NGFR	-	-	-	-	(19)	-	-
22	376S	MAINS - STEEL - SAFE	-	-	99,778	90,314	118,478	(5,160)	227,029
23	3780	MEAS & REG STATION EQUIP-GEN	(295,856)	(378,568)	(394,195)	(476,688)	(459,372)	(466,153)	(845,283)
24	3790	MEAS & REG STATION EQUIP-GATE	(5,271,244)	(5,744,142)	(6,096,141)	(6,449,705)	(5,953,891)	(5,969,646)	(5,631,339)
25	3802	SERVICES - STEEL (formerly account 3801)	(22,198,851)	(22,270,174)	(22,514,107)	(22,895,981)	(22,817,988)	(22,950,402)	(19,221,493)
26	3801	SERVICES - PLASTIC (formerly account 3802)	(24,594,753)	(26,709,507)	(29,743,571)	(32,726,134)	(34,152,957)	(34,030,036)	(40,535,552)
27	380P	SERVICES - PLASTIC - SAFE	-	-	(32,028)	(190,393)	(385,153)	15,982	(1,427,171)
28	380R.1	SERVICES - PLASTIC - NGFR	-	-	-	-	-	-	-
29	380R.2	SERVICES - STEEL - NGFR	-	-	-	-	-	-	-
30	380S	SERVICES - STEEL - SAFE	-	-	23,843	23,728	86,916	(135)	160,656
31	3810	METERS	(1,457,177)	(1,916,821)	(2,760,496)	(3,845,294)	(4,516,509)	(4,116,060)	(7,157,420)
32	3812	METERS MTU/DCU (formerly account 3811)	682,971	734,907	532,451	267,719	106,137	317,870	1,262,150
33	381S	METERS - SAFE	-	-	(4,253)	(40,641)	(64,955)	7,785	(103,417)
34	3820	METER & REGULATOR INST.	25,329	379,101	578,926	520,676	462,175	536,731	883,699
35	3821	METER & REGULATOR INST. MTU/DCU	1,299,379	1,815,608	1,806,758	1,866,228	1,857,764	1,879,753	4,411,874
36	382S	METER & REGULATOR INST. SAFE	-	-	(2,182)	(18,714)	(28,980)	5,858	(217,610)
37	3830	HOUSE REGULATORS	(1,705,508)	(1,622,408)	(1,324,862)	(1,357,684)	(1,282,319)	(1,290,110)	(583,370)
38	3840	HOUSE REG-INST	(55,718)	(42,672)	(174,058)	(159,064)	(89,745)	(67,356)	(414,601)
39	3850	IND MEAS & REG STAT EQUIP	(2,225,770)	(2,278,430)	(2,364,847)	(2,451,227)	(2,494,246)	(2,494,620)	(2,548,637)
40	3860	OTHER PROP ON CUST PREMISES	-	-	-	-	-	-	-
41	3870	OTHER EQUIPMENT	(388,501)	(445,514)	(546,214)	(651,486)	(712,070)	(663,841)	(988,284)
42		TOTAL DISTRIBUTION PLANT	\$ (180,862,248)	\$ (189,287,909)	\$ (197,371,067)	\$ (208,954,680)	\$ (208,167,232)	\$ (207,184,633)	\$ (195,486,791)
43		TOTAL GENERAL PLANT	\$ (6,505,051)	\$ (7,977,314)	\$ (9,861,308)	\$ (10,565,203)	\$ (11,090,096)	\$ (10,717,308)	\$ (13,619,316)
44		AARC RSAM	-	-	9,492,346	25,000,000	25,000,000	25,000,000	-
45		RWIP	-	-	488	163,693	400,786	400,786	708,937
46		AMORT. ACQ. ADJUSTMENT	(12,392,523)	(13,114,417)	(13,836,312)	(14,558,206)	(14,923,781)	(14,923,781)	(16,362,943)
47		ACCUM AMORT CAPITAL LEASE	-	-	-	(28,752)	(43,798)	0	-
48		GENERAL COMMON PLANT & CWIP	-	-	-	(1,397,925)	(1,415,094)	(1,415,094)	(3,454,300)
49		CUST. ADV. FOR CONSTRUCTION	-	203	-	-	-	-	-
50		TOTAL ACCUMULATED DEPRECIATION	\$ (201,209,134)	\$ (212,971,915)	\$ (213,629,133)	\$ (214,037,887)	\$ (214,958,920)	\$ (213,557,174)	\$ (238,164,640)
51		NET PLANT (Plant less Accum. Dep.)	\$ 385,778,903	\$ 442,107,981	\$ 474,669,837	\$ 1,034,884,375	\$ 1,044,648,139	\$ 512,931,278	\$ 713,024,384
52		Plus: WORKING CAPITAL	(31,968,305)	-	-	26,659,002	29,671,613	27,696,052	29,388,571
53		Equals: TOTAL RATE BASE	\$ 353,810,598	\$ 442,107,981	\$ 474,669,837	\$ 1,061,543,377	\$ 1,074,319,752	\$ 540,627,330	\$ 742,412,955

Notes:

(1) Information reflected in FCG's annual FERC Form No. 2 filings.

Florida Public Service Commission

Explanation: Provide a schedule showing derivation of expenses (operation and maintenance).

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Prior Years: 12/31/21 - 12/31/24
 Witness: J. Baugh, G. Navo, B. Gilliam

Company: Florida City Gas

Docket No. 20260026-GU

Line No.	Acct. No.	Operation and Maintenance	END OF PERIOD	END OF PERIOD	END OF PERIOD	END OF PERIOD	Historic Base Year Ended 12/31/2025		Projected Test Year Ended 12/31/27
			2021 ⁽¹⁾	2022 ⁽¹⁾	2023 ⁽¹⁾	2024	Per Books	Company Adjusted	Adjusted
1	801	NATURAL GAS FIELD LINE PURCHASES	\$ -	\$ -	\$ -	\$ -	13,309,039	\$ -	\$ -
2	804	NATURAL GAS CITY GATE PURCHASES	22,820,773	30,772,255	30,625,637	22,719,721	20,463,070	-	-
3	805	OTHER GAS PURCHASES	118,419	76,828	-	255,834	-	-	-
4	807	OTHER PURCHASED GAS EXPENSES	-	-	-	-	807,209	-	-
5	807	PURCHASED GAS CALCULATION EXPENSES	-	-	-	126,835	-	-	-
6	808	OTHER PURCHASED GAS EXPENSES	-	-	-	520,587	-	-	-
7	812	GAS USED FOR OTHER UTILITY OPERATIONS-CREDIT	(11,227)	(21,427)	(21,560)	-	-	-	-
8	813	OTHER GAS SUPPLY EXPENSES	-	167,247	149,089	-	-	-	-
9		TOTAL PRODUCTION EXPENSES	\$ 22,927,965	\$ 30,994,903	\$ 30,753,166	\$ 23,622,977	\$ 34,579,319	\$ -	\$ -
10	841	PLANT OPERATIONS	\$ 729	\$ (50,044)	\$ 180,025	\$ 323,820	\$ 283,871	\$ 283,871	\$ 298,108
11	842	RENTS	-	-	-	-	4,815	4,815	5,056
12	843.2	STRUCTURES & IMPROVEMENTS	-	-	-	-	9,502	9,502	9,978
13	843.6	OTHER STORAGE EXPENSES	-	-	1,020,361	44,940	-	-	-
14	844.2	LNG PROCESSING TERMINAL LABOR & EXPENSES	-	-	-	-	2,871	2,871	3,131
15	844.7	SCADA OPERATIONS	-	-	-	-	202,427	202,427	212,580
16	847.3	LNG PROCESSING TERMINAL EQUIP	-	-	-	-	194,061	194,061	215,647
17	847.5	MEASURING & REGULATING EQUIP	-	-	-	-	1,435	1,435	239
18	850	TRANSMISSION EXPENSES	(123)	(7,412)	728	-	-	-	-
19		TOTAL STORAGE EXPENSES	\$ 606	\$ (57,456)	\$ 1,201,114	\$ 368,760	\$ 698,982	\$ 698,982	\$ 744,740
20	870	SUPERVISION & ENGINEERING	\$ -	\$ -	\$ 38,750	\$ 335,946	\$ 547,838	\$ 547,838	\$ 598,692
21	871	DISTRIBUTION LOAD DISPATCHING	2,529	(14,943)	13,375	157,916	350,774	350,774	569,041
22	874	MAINS & SERVICES	1,100,033	1,341,734	1,655,709	4,726,204	4,347,342	4,347,342	5,011,442
23	875	MEAS. & REG. - GENERAL	-	-	10,316	162,056	168,029	168,029	89,643
24	876	MEAS. & REG. - INDUSTRIAL	-	-	19,210	287,677	222,044	222,044	250,986
25	877	MEAS. & REG. - CITY GATE	-	-	12,683	222,615	287,842	287,842	321,336
26	878	METER & HOUS REG. EXPENSE	967,074	1,104,829	1,138,007	1,474,281	1,617,822	1,617,822	2,208,729
27	879	CUSTOMER INSTALLATIONS	-	37,289	135,775	90,784	85,291	85,291	77,908
28	880	OTHER EXPENSE	1,130,898	1,332,824	954,772	159,699	184,005	184,005	193,234
29	881	RENTS	-	-	6,921	120,805	104,174	104,174	109,399
		TOTAL OPERATION	\$ 3,200,534	\$ 3,801,733	\$ 3,985,518	\$ 7,737,983	\$ 7,915,162	\$ 7,915,162	\$ 9,430,411
30	886	STRUCTURES & IMPROVEMENTS	\$ -	\$ -	\$ 2,485	\$ 43,498	\$ 4,348	\$ 4,348	\$ 4,566
31	887	MAINS	391,343	334,195	115,084	473,133	201,477	201,477	546,553
32	888	MAINTENANCE OF COMPRESSOR STATION EQUIPMENT	16,644	22,861	8,330	-	-	-	-
33	889	MEAS. & REG. - GENERAL	20,340	31,394	7,537	36,391	43,854	43,854	37,211
34	890	MEAS. & REG. - INDUSTRIAL	-	-	-	-	-	-	-
35	891	MEAS. & REG. - GATE STATION	-	-	310	54,915	20,608	20,608	38,403
36	892	SERVICES	211,857	325,876	440,971	964,132	955,584	955,584	1,029,502
37	893	METERS & HOUSE REGULATORS	252,752	142,239	235,496	1,010,494	712,205	712,205	670,568
38	894	OTHER EQUIPMENT	64	1,576	907	71,568	102,872	102,872	112,190
39		TOTAL MAINTENANCE	\$ 893,000	\$ 858,141	\$ 811,120	\$ 2,654,131	\$ 2,040,948	\$ 2,040,948	\$ 2,438,993

(1) Information reflected in FCG's annual FERC Form No. 2 filings.

Florida Public Service Commission

Explanation: Provide a schedule showing derivation of expenses (operation and maintenance).

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Projected Test Year: 12/31/2027
 Prior Years: 12/31/21 - 12/31/24
 Witness: J. Baugh, G. Navo, B. Gilliam

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Acct. No.	Operation and Maintenance	END OF PERIOD	END OF PERIOD	END OF PERIOD	END OF PERIOD	Historic Base Year Ended 12/31/2025		Projected Test Year Ended 12/31/27	
			2021 ⁽¹⁾	2022 ⁽¹⁾	2023 ⁽¹⁾	2024	Per Books	Company Adjusted	Adjusted	
40	901	SUPERVISION	\$ -	\$ -	\$ -	\$ 59,038	\$ 111,412	\$ 111,412	\$ -	(1,622)
41	902	METER READING EXPENSE	-	18,851	146,197	326,597	424,526	424,526	-	483,069
42	903	CUST. RECORDS & COLLECTIONS	3,043,707	2,923,698	3,332,826	4,337,941	5,160,685	5,160,685	-	6,517,319
43	904	UNCOLLECTIBLE ACCOUNTS	836,573	567,266	484,436	694,880	(88,434)	550,570	-	600,441
44	905	MISCELLANEOUS	988,465	705,847	891,937	-	-	-	-	-
45		TOTAL CUSTOMER ACCOUNTS	\$ 4,868,745	\$ 4,215,662	\$ 4,855,396	\$ 5,418,456	\$ 5,608,189	\$ 6,247,193	\$ -	7,599,208
46	906	CONSERVATION RECOVERIES	\$ -	\$ -	\$ -	\$ -	(1,755,952)	\$ -	\$ -	-
47	907	CONSERVATION SUPERVISION	-	-	726	-	10,376	-	-	-
48	908	CONSERVATION CUSTOMER ASSISTANCE	-	-	364,492	4,016,765	4,111,517	-	-	-
49	909	CONSERVATION ADVERTISING	6,260,660	5,882,604	6,094,732	2,047,081	2,537,682	-	-	-
50	910	CONSERVATION MISC CUSTOMER SERVICE & INFO	-	-	147,155	566,520	375,011	-	-	-
51		TOTAL CUSTOMER SVCE & INFO	6,260,660	5,882,604	6,607,105	6,630,366	5,278,635	-	-	-
52	911	SUPERVISION	\$ (17)	\$ 9,921	\$ 84,231	\$ 32,741	\$ 11,039	\$ 11,039	\$ -	14,003
53	912	DEMONSTRATING & SELLING	259,390	337,954	95,795	(21,136)	(97,404)	(97,404)	-	(106,261)
54	913	ADVERTISING	23,787	23,096	71,634	202,235	237,085	236,900	-	258,366
		TOTAL SALES EXPENSE	\$ 283,160	\$ 370,971	\$ 251,660	\$ 213,840	\$ 150,720	\$ 150,535	\$ -	166,108
55	920	ADMIN & GEN SALARIES	\$ 7,570,326	\$ 8,156,400	\$ 9,653,454	\$ 9,076,327	\$ 8,189,683	\$ 8,272,047	\$ -	9,344,248
56	921	OFFICE SUPPLIES & EXP	878,460	1,385,430	1,841,645	2,759,945	3,328,519	3,881,595	-	2,484,152
57	922	ADMIN EXP TRANS (CR)	6,340	14,432	1,876	-	-	-	-	-
58	923	OUTSIDE SERVICES EMPLOYED	3,480,616	3,234,960	4,355,602	5,152,817	1,827,731	2,366,234	-	3,975,752
59	924	PROPERTY INSURANCE	441,754	38,930	77,524	438,915	465,587	465,587	-	478,731
60	925	INJURIES & DAMAGES	554,227	1,042,233	2,161,001	1,504,203	2,861,609	2,792,936	-	3,343,132
61	926	EMPLOYEE PENSION & BENEFITS	1,064,024	968,076	1,544,147	2,694,539	2,872,701	3,161,479	-	3,963,122
62	927	FRANCHISE REQUIREMENTS	-	243	-	-	-	-	-	-
63	928	REGULATORY COMMISSION EXP.	909,377	766,103	876,617	438,886	442,804	442,804	-	843,052
64	930.1	GENERAL ADVERTISING EXP	-	-	-	34,544	80,245	80,245	-	84,269
65	930.2	MISC GENERAL EXPENSES	1,225,046	1,462,364	1,272,605	876,401	751,574	751,574	-	889,269
66	931	RENTS	58,665	66,775	61,205	54,605	64,919	64,919	-	-
67	932	MAINT OF GENERAL PLANT	258,586	347,978	343,220	440,744	798,202	798,202	-	838,235
68		TOTAL A & G EXPENSE	\$ 16,447,421	\$ 17,483,924	\$ 22,188,896	\$ 23,471,926	\$ 21,683,575	\$ 23,077,623	\$ -	26,243,964
69		TOTAL EXPENSE	\$ 54,882,091	\$ 63,550,482	\$ 70,653,975	\$ 70,118,439	\$ 77,955,530	\$ 40,130,443	\$ -	46,623,423

(1) Information reflected in FCG's annual FERC Form No. 2 filings.

Florida Public Service Commission

Explanation: Provide a schedule showing derivation of expenses and cost of service.

Type of Data Shown:

Company: Florida City Gas

Historic Base Year Data: 12/31/2025

Projected Test Year: 12/31/2027

Docket No.: 20260026-GU

Prior Years: 12/31/21 - 12/31/24

Witness: J. Baugh, G. Navo, B. Gilliam

Line No.	Expenses and Cost of Service	END OF PERIOD	END OF PERIOD	END OF PERIOD	END OF PERIOD	Historic Base Year Ended 12/31/2025		Projected Test Year Ended 12/31/2027		
		2021 ⁽¹⁾	2022 ⁽¹⁾	2023 ⁽¹⁾	2024 ⁽¹⁾	Per Books	Company Adjusted	Adjusted		
1	DEPRECIATION EXPENSE	\$ 14,375,143	\$ 15,093,754	\$ 5,140,108	\$ 822,950	\$ 18,852,625	\$ 17,473,842	\$ 24,294,467		
2	AMORT. OF PIPING AND CONVERSION	-	-	-	440,808	420,225	420,225	424,854		
3	AMORT. OF ACQUISITION ADJ.	721,894	721,894	721,894	721,894	721,895	721,895	721,895		
4	AMORT. RELATED TO 2017 TAX REFORM	-	-	-	(1,321,307)	(1,124,591)	(1,124,591)	(1,124,591)		
5	AMORT. OF AEP	7,200,001	640,043	681,367	299,801	297,228	-	-		
6	AMORT. OF UTILITY PLANT	931,576	1,143,183	1,208,263	-	-	-	-		
7	TOTAL DEPREC. & AMORT. EXPENSE	\$ 23,228,614	\$ 17,598,874	\$ 7,751,632	\$ 964,146	\$ 19,167,382	\$ 17,491,371	\$ 24,316,624		
8	TAXES OTHER THAN INCOME									
9	REVENUE RELATED	\$ 9,054,448	\$ 10,285,330	\$ 11,747,483	\$ 16,130,289	\$ 16,905,708	\$ 7,702,347	\$ 10,190,264		
9	OTHER	-	-	-	-	-	-	-		
10	TOTAL TAXES OTHER THAN INCOME	\$ 9,054,448	\$ 10,285,330	\$ 11,747,483	\$ 16,130,289	\$ 16,905,708	\$ 7,702,347	\$ 10,190,264		
11	RETURN (REQUIRED N.O.I.)	\$ 18,690,419	\$ 19,725,475	\$ 32,920,439	\$ 43,595,310	\$ 36,949,241	\$ 27,396,447	\$ 61,694,517		
12	INCOME TAXES	\$ 4,034,861	\$ 3,855,510	\$ 7,087,744	\$ 4,462,849	\$ 2,097,837	\$ 3,649,967	(\$ 2,195,887)		
13	<i>2027 Additional Revenue Impact on:</i>									
14	INCOME TAXES - STATE AND FEDERAL INCOME TAX RATE							\$ 15,903,859		
15	O&M - BAD DEBT RATE							\$ 208,015		
16	TAXES OTHER THAN INCOME - REGULATORY ASSESSMENT RATE							\$ 316,369		
17	TOTAL COST TO SERVE	\$ 109,890,433	\$ 115,015,671	\$ 130,161,273	\$ 135,271,033	\$ 153,075,697	\$ 96,370,576	\$ 157,057,184		

(1) Information reflected in FCG's annual FERC Form No. 2 filings.

Florida Public Service Commission

Explanation: Provide the calculation of the average cost of meter set and service by rate class.

Type of Data Shown:
Historic Base Year Data: 12/31/2025
Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description	Rate Classes																
		Residential Service RS	Residential Standby Generator RSG	General Service 1 GS - 1	General Service 2 GS - 2 (10K)	General Service 3 GS - 3 (50K)	General Service 4 GS - 4 (120K)	General Service 5 GS - 5 (1250K)	General Service 6 GS - 6 (11M)	General Service 7 GS - 7 (25M)	Gas Lighting GL	Commercial Standby Generator CSG	Contract Demand KDS	Third Party Supplier TPS	Load Enhancement Service LES			
1	SERVICE LINE:																	
2	PIPE AND PIPING	\$ 2,928.56	\$ 5,186.27	\$ 14,380.90	\$ 44,262.34	\$ 120,724.36	\$ 205,968.95	\$ 238,512.52	\$ -	\$ -	\$ -	\$ 40,955.97	\$ -	\$ -	\$ -	\$ -	\$ -	
3	METER:																	
4	METER COST	\$ 289.59	\$ 281.36	\$ 968.66	\$ 1,772.90	\$ 2,413.49	\$ 4,401.88	\$ 7,736.15	\$ -	\$ -	\$ -	\$ 1,050.09	\$ -	\$ -	\$ -	\$ -	\$ -	
5	METER SET	\$ 273.47	\$ 264.55	\$ 835.82	\$ 1,529.14	\$ 3,232.66	\$ 5,484.69	\$ 6,417.69	\$ -	\$ -	\$ -	\$ 1,065.98	\$ -	\$ -	\$ -	\$ -	\$ -	
6	REGULATOR:																	
7	REGULATOR COST	\$ 85.19	\$ 79.43	\$ 381.59	\$ 618.87	\$ 2,116.38	\$ 7,685.63	\$ 11,950.77	\$ -	\$ -	\$ -	\$ 420.82	\$ -	\$ -	\$ -	\$ -	\$ -	
8	LABOR AND VEHICLE COST	\$ 84.14	\$ 82.23	\$ 218.94	\$ 372.37	\$ 1,342.57	\$ 4,413.80	\$ 5,307.69	\$ -	\$ -	\$ -	\$ 229.70	\$ -	\$ -	\$ -	\$ -	\$ -	
9	TOTAL	\$3,660.95	\$5,893.84	\$16,785.91	\$48,555.62	\$129,829.45	\$227,954.94	\$269,924.83	\$0.00	\$0.00	\$0.00	\$43,722.56	\$0.00	\$0.00	\$0.00	\$0.00		
10	INDEX (1)	1.00	1.61	4.69	13.26	35.46	62.27	73.73	0.00	0.00	0.00	11.94	0.00	0.00	0.00	0.00		

(1) TOTAL AVERAGE COST BY CLASS COMPARED TO THE RESIDENTIAL CLASS

Florida Public Service Commission

Explanation: To provide a schedule showing the derivation of dedicated facilities.

Type of Data Shown:
 Historic Base Year Data: 12/31/2025
 Witness: J. Taylor

Company: Florida City Gas

Docket No.: 20260026-GU

Line No.	Description:	General Service - GS - 5 (1250K)
1	SYSTEM MILES OF MAIN (1):	1,744.35
2	MILES OF MAIN DEDICATED TO CLASS:	19.79
3	NET COST OF MAIN DEDICATED TO CLASS:	\$ 5,584,971
4	OTHER NET DISTRIBUTION PLANT RELATED TO CLASS:	\$ -
5	DISTRIBUTION O & M EXPENSES RELATED TO CLASS:	\$ -
6	PERCENTAGE OF MILES OF DEDICATED MAIN TO	1.13%
7	SYSTEM MILES OF MAIN:	

(1) Source: 2024 Gas Distribution Annual Form PHMSA F7100

Supporting Schedules: WORKPAPERS

Recap Schedules: H-2 p.5

Schedule

E-9

Cost Study - Tariff Sheets

Page 1 of 1

Florida Public Service Commission

Explanation: Provide copies of proposed
tariff sheets in legislative format.

Type of Data Shown:
Projected Test Year: 12/31/2027
Witness: W. Grimard

Company: Florida City Gas

Docket No.: 20260026-GU

See attached schedules:

E-9 Tariff Sheets - Interim Legislative
E-9 Tariff Sheets - Interim Final
E-9 Tariff Sheets - Legislative FCG Tariffs
E-9 Tariff Sheets - Proposed FCG Tariffs

Supporting Schedules:

Recap Schedules:

FLORIDA CITY GAS
DOCKET NO. 20260026-GU MINIMUM FILING REQUIREMENTS

SCHEDULE E-9

Tariff Sheets - Legislative FCG Tariffs

WITNESS SPONSOR

W. Grimard

TITLE PAGE

~~FLORIDA CITY GAS FPSC~~ NATURAL GAS TARIFF

ORIGINAL VOLUME ~~NO. 11~~12

<u>TABLE OF CONTENTS</u>	<u>Sheet No.</u>
TABLE OF CONTENTS	4
INDEX TO RATE SCHEDULES AND RIDERS	2
DESCRIPTION OF TERRITORY SERVED	3
MAP OF TERRITORY SERVED	4
LIST OF COMMUNITIES SERVED	5
TECHNICAL TERMS AND ABBREVIATIONS	7
RULES AND REGULATIONS:	
1. GENERAL	8
2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS	8
3. METERING	9
4. PIPING AND APPLIANCES	12
5. GAS LEAKS	13
6. CONNECT CHARGE	13
7. RECONNECTION CHARGE	13
8. FAILED TRIP CHARGE	13
9. LATE PAYMENT CHARGE	13
10. RETURNED CHECK CHARGE	13
11. OTHER CHARGES	14
12. TEMPORARY DISCONNECTION OF SERVICE	14
13. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER	14
14. EXTENSION OF FACILITIES	17
15. TRANSPORTATION—SPECIAL CONDITIONS	20
16. FORCE MAJEURE	24
17. GAS CURTAILMENT PLAN	25

<u>TABLE OF CONTENTS</u>	<u>Sheet No.</u>
<u>RULES AND REGULATIONS (Continued)</u>	
<u>19. EQUIPMENT FINANCING</u>	<u>26</u>
<u>20. TAXES AND OTHER ADJUSTMENTS</u>	<u>26</u>
<u>21. BUDGET BILLING PLAN</u>	<u>26</u>
<u>22. LIMITS OF COMPANY RESPONSIBILITIES</u>	<u>27</u>
<u>23. LIMITATION OF DAMAGES</u>	<u>28</u>
<u>24. ACCESS TO PREMISES</u>	<u>28</u>
<u>25. EXCESS FLOW VALVES</u>	<u>28</u>

INDEX TO RATE SCHEDULES AND RIDERS

RATE SCHEDULES:

Sheet No.:

Residential Service ("RS") Rates:

	<u>Therms per Year</u>	
RS-1	0—99	29
RS-100	100—599	30
RS-600	600+	31

General Service ("GS") Rates:

	<u>Therms per Year</u>	
GS-1	0—5,999	32
GS-6K	6,000—24,999	34
GS-25K	25,000—119,999	36
GS-120K	120,000—1,249,999	38
GS-1,250K	1,250,000—10,999,999	40
GS-11M	11,000,000—24,999,999	42
GS-25M	25,000,000+	44

Others:

GL	Gas Lighting Service	46
RSG	Residential Standby Generator Service	47
CSG	Commercial Standby Generator Service	48
NGV-I	Natural Gas Vehicle Service-I	49
NGV-II	Natural Gas Vehicle Service-II	50
KDS	Contract Demand Service	54
LES	Load Enhancement Service	57
TPS	Third Party Supplier	60
TSS	Transportation Supply Service	68
OSS	Off System Sales Service	70
EDGS	Economic Development Gas Service	72
RNGS	Renewable Natural Gas Service	74.1

RIDERS:

A	Purchased Gas Adjustment (“PGA”)	75
B	Energy Conservation Cost Recovery Adjustment (“ECGR”)	76
C	Competitive Rate Adjustment (“CRA”)	77
D	Safety, Access and Facility Enhancement (SAFE) Program	78
E	Transportation Balancing Charge (“TBC”)	82

of

Florida City Gas

(Cancels and supersedes Original Volume No. 11 of Florida City Gas FPSC Natural Gas Tariff)

~~FLORIDA CITY GAS NATURAL GAS TARIFF ORIGINAL VOLUME NO. 10 AS FILED WITH
THE
FILED WITH~~

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida City Gas
208 Wildlight Avenue
Yulee, Florida 32097

Attention: Director of Regulatory Affairs

~~Territory Served~~

TABLE OF CONTENTS

<u>TITLE PAGE</u>	<u>1.000</u>
<u>TABLE OF CONTENTS</u>	<u>2.000</u>
<u>MISCELLANEOUS AND GENERAL INFORMATION</u>	<u>3.000</u>
<u>SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED</u>	<u>4.000</u>
<u>TECHNICAL TERMS AND ABBREVIATIONS</u>	<u>5.000</u>
<u>INDEX OF RULES AND REGULATIONS</u>	<u>6.000</u>
<u>RULES AND REGULATIONS</u>	<u>6.025</u>
<u>INDEX OF RATE SCHEDULES</u>	<u>7.000</u>
<u>RATE SCHEDULES</u>	<u>7.100</u>
<u>BILLING ADJUSTMENTS</u>	<u>7.400</u>
<u>INDEX OF STANDARD FORMS</u>	<u>8.000</u>
<u>STANDARD FORMS</u>	<u>8.100</u>
<u>INDEX OF CONTRACTS AND AGREEMENTS</u>	<u>9.000</u>

MISCELLANEOUS AND GENERAL INFORMATION

Company Information:

Florida City Gas is principally engaged in the distribution and sale of natural gas. Its operations are entirely within the State of Florida.

Business offices are located at:

4045 NW 97th Avenue
Doral, Florida 33178

5778 NW Enterprise Drive
~~Miami-Dade, Broward, Port St. Lucie, Indian River, Brevard, Palm Beach, Hendry, Lee, Glades, Charlotte, Collier, and Martin Counties, Florida; other than those areas presently served by other natural gas companies.~~ 34986

4180 US-1
Rockledge, Florida 32955

Communications covering rates should be addressed to:

Florida City Gas
208 Wildlight Avenue
Yulee, Florida 32097

Tariff Applicability:

The terms and conditions, rate schedules, forms of service, agreements, and other provisions of this Tariff shall apply to Gas Sales and Gas Transportation Service, as applicable rendered by the Company through its distribution systems as now constituted and as they may be enlarged or extended.

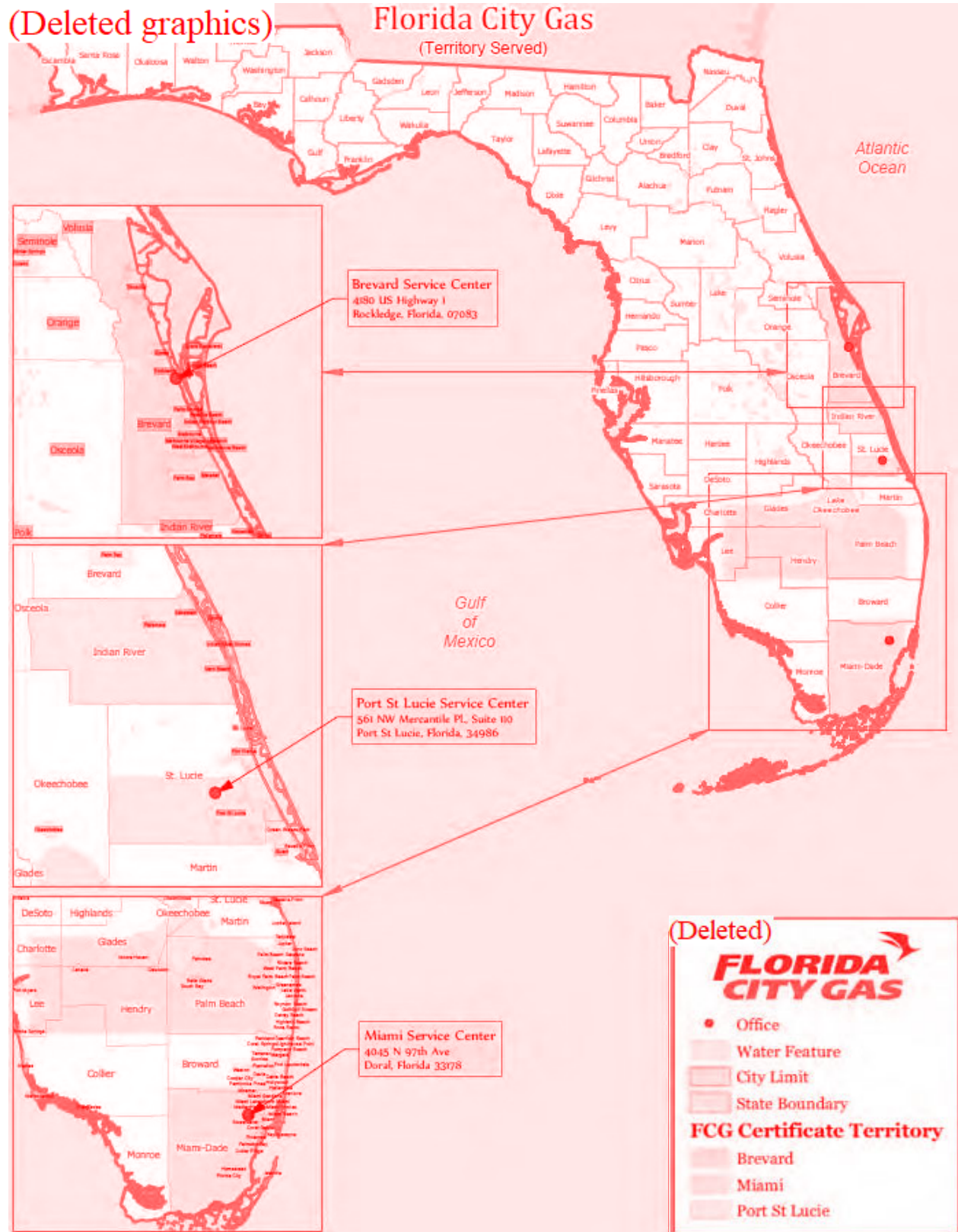
Statement of Agents:

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

(See map on following page)

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

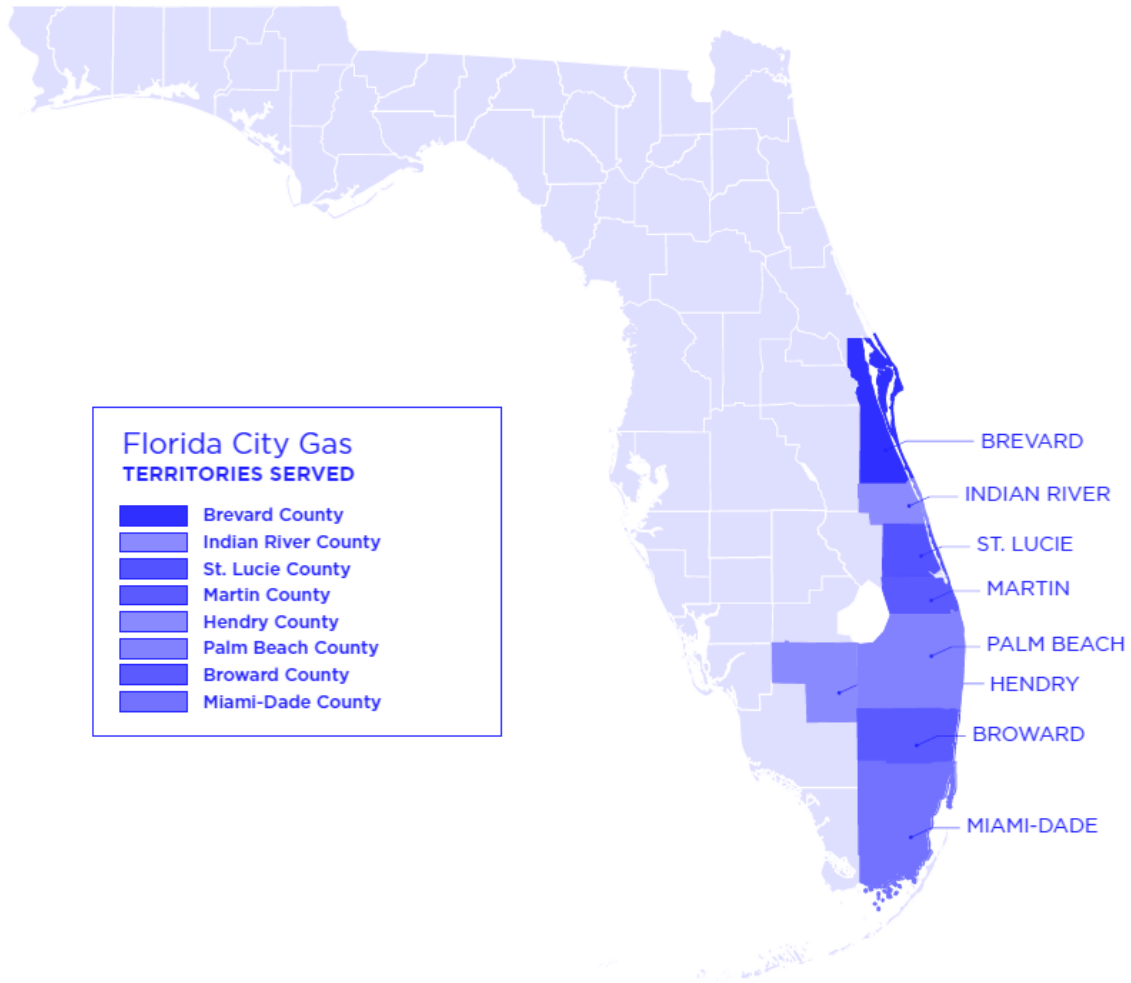
Effective: December 01, 2023



LIST OF SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED

FCG – Florida City Gas Service Area Map*

(Added graphics)



Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Florida City Gas~~

~~*Franchise held by Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

~~Florida City Gas~~

Municipalities

Unincorporated
Communities

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

Counties and Communities Served

Brevard County:
Counties

*Brevard

*Cocoa

*

Communities

Cape Canaveral

Merritt Island

Whispering Hills

Cocoa

Cocoa Beach ~~Indian~~ ~~Atlantic~~

Indian Atlantic

*Indian Harbour Beach

Malabar

Melbourne

*Melbourne Melbourne Beach ~~Melbourne Village~~

Mims

Melbourne Village

Merritt Island

Mims

*Palm Bay

Palm Shores

*Rockledge

*Satellite Beach

*Titusville

*West Melbourne

Whispering Hills

Miami-Dade County:

*Coral Gables

Cutler Ridge

Doral

Florida City

Carol City

Broward

Hallandale

Hollywood

Lake Forest

Miami Gardens

Miramar

Parkland

Pembroke Park

Pembroke Pines

West Hollywood

West Park

Hendry

Clewiston

Indian River

Fellsmere

Indian River Shores

Orchid

Sebastian

Vero Beach

*Franchise held by Florida City Gas

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FCG Counties and Communities Served Continued

Counties

Martin

Miami-Dade

*Hialeah

Communities

Palm City

Carol City

Coral Gables

Cutler Ridge

Doral

Florida City

Hialeah

*Hialeah Gardens

Howard

*Homestead

Howard

*Medley

*Miami

Norland

Miami Lakes

*Miami Springs

Palm Springs

*Miami North (Breezeswept only)

Pennsuco

Norland

*North Miami Beach (Skylake only)

Perrine

*Opa Locka

Westchester

Palm Springs

Palmetto Bay

Pennsuco

Perrine

*South Miami

*Sweetwater

*Village of Pinecrest

*Virginia Gardens

*West Miami

Westchester

*Franchise held by Florida City Gas

LIST OF COMMUNITIES SERVED
(Continued)

Municipalities

Unincorporated
Communities

Broward County:

Hallandale
Hollywood
Miami Gardens
*Miramar
Parkland
Pembroke Park
Pembroke Pines
West Park

Lake Forest
West Hollywood

Hendry County

Clewiston

Indian

River

County:

Fellsmere

e

Indian

River

Shores

Orchid

Sebastian

*Vero Beach

Palm Beach **County:**

*

B

e

t

t

e

G

t

a

d

e

P

a

h

e

k

*Franchise held by Florida City Gas

Belle Glade

Florida City Gas
EPSC Natural Gas Tariff
Original Volume No. 12

Original Sheet No. 4.004

Pahokee
Royal Palm Beach
South Bay
West Palm Beach

~~St. Lucie County:~~
~~*St. Lucie~~
~~Collier County Glades County Lee County~~
~~Martin County~~

Port St. Lucie ~~Charlotte County~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

Florida City Gas
~~*Franchise held by Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

~~Effective: December 01, 2023~~

FGS MFR00137

TECHNICAL TERMS AND ABBREVIATIONS

Alternate Fuel

When used in Rules and Regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below.

Alternate Fuel. Any source of energy other than Gas delivered through Company's distribution facilities.

Application for Service. A request for service made to the Company by a prospective Customer. Applications for residential service may be made by telephone or in writing. An application for any other class of service offered by the Company shall be submitted in writing on Company's Natural Gas Service Agreement.

~~A gas which provides an equivalent amount of energy computed on a "BTU" basis. It is not limited to any specified source of energy. Alternate fuel may include natural gas and, in the Company's opinion, any viable economic alternatives.~~

Area Extension Program (AEP) Recovery Amount. The cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's Mid-Point of its Authorized Rate of Return to be updated annually per Company's FPSC Earning Surveillance Report) required to extend the distributions facilities to serve the prospective Customers.

Atmospheric Pressure. Fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in Atmospheric Pressure from time to time.

British Thermal Unit (BTU/Btu)

The quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water ~~one degree Fahrenheit at or near 39.2~~ from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

Biogas

~~Combustible residues or gases from forest products manufacturing, waste, byproducts, or products from agricultural and orchard crops, waste or coproducts from livestock and poultry operations, waste or byproducts from food processing, urban wood waste, municipal solid waste, municipal liquid waste treatment operations, and landfill gas.~~

Business Day. The weekdays Monday through Friday, exclusive of federal banking holidays, unless notified otherwise.

Commission or PSC

~~Unless otherwise indicated means the Florida Public Service Commission.~~

Company

~~Florida City Gas ("City Gas").~~

Company. Florida City Gas, acting through its duly authorized officers or employees within the scope of their respective duties.

Customer

Cubic Foot of Gas. For purposes of measurement herein shall be determined as follows:

~~A person or entity who takes service from the Company under a Rate Schedule.~~

When Gas is metered at the Standard Delivery Pressure, a Cubic Foot of Gas shall be:

~~Transmission's tariff.~~

a. defined as the specific volume of gas which, and pressure existing in the Meter, occupies one (1) cubic foot.

b. When Gas is metered at other than the Standard Delivery Pressure, a Cubic Foot of Gas shall be defined as the volume of Gas which, at a Flowing Temperature of sixty degrees Fahrenheit (60°F.), and at an absolute pressure of 14.73 pounds per square inch, occupies one

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Cubic Foot of Gas Continued

cubic foot.

c. Where measurement is by means of orifice Meters, volumes shall be computed in accordance with the joint Bureau of Standards, AGA A.S.M.E. specifications published April, 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association as amended or revised from time to time.

Customer. Any person, business, or other legal entity receiving natural gas distribution service, transportation service, or other service specific in this Tariff.

Customer Installation. Customer owned facilities, located on the outlet side of the Company's Delivery Point, constructed to receive gas service from Company.

Dekatherm (Dkt). 1,000,000 Btu's or ten (10) Therms.

Essential Use

. Consistent with "Priority 1 Use" as defined in Florida Gas Transmission's tariff.

FAC. Florida Administrative Code.

Gas

~~Gas is any gas or mixture of gases suitable for domestic or industrial fuel and transmitted or distributed to the user through a piping system, including natural gas, manufactured gas, mixed gas, hydrogen gas, renewable natural gas, and liquefied petroleum gas distributed as a vapor with the admixture of air.~~

Manufactured Gas

~~Any gas artificially produced by any generating or processing equipment, exclusive of naturally occurring hydrocarbon gas.~~

Margin Revenue

~~Revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer.~~

Mixed Gas

~~Transmission's tariff.~~

~~Any mixture of two or more gases of materially different physical character or chemical composition.~~

Natural Gas

~~Naturally occurring hydrocarbon gas mixture consisting primarily of methane, but commonly including varying amounts of other hydrocarbons occurring naturally underground and of a quality consistent with the specifications defined in Florida Gas~~

~~Transmission's tariff.~~

(Continue)

FERC. Federal Energy Regulatory Commission.

Flowing Temperature. The arithmetical average of the temperature of the gas flowing through the Meters as recorded by a recording thermometer installed at the point of measurement. Where such installation is not provided, the Flowing Temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.

FPSC. Florida Public Service Commission or Commission.

Gas. Natural Gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Gas Day. A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

Gas Month. A period beginning 9:00 a.m. Central Clock Time on the first Day of a calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the succeeding calendar Month.

Gas Service Facilities. The Service Line, Meter, regulator, and all appurtenances thereto necessary to convey Gas from the Company's Main to the Company's Delivery Point.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Main. The pipe and appurtenances installed in an area to convey Gas to other Mains or to gas service Facilities.

Maximum Allowable Construction Cost (MACC). The maximum capital cost to be incurred by the Company for an extension of facilities. The MACC shall equal six (6) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.

Maximum Allowable Operating Pressure (MAOP). The maximum pressure, in pounds per square inch gauge (p.s.i.g.), allowed by applicable code, regulation, or product specification, or the operation of any specific portion of Company's distribution system.

Meter. Any device or instrument for measuring and indicating or recording the volume of Gas passing through it.

MMBtu. 1,000,000 Btus, deemed equivalent to one Dekatherm (Dkt).

Non-Residential Customers

Those Customers who are not Residential.

Regulated Sales Service or Sales Customer. Customers receiving Regulated Sales Service gas supply from the Company.

Renewable Natural Gas (RNG). Pipeline-quality biomethane that is interchangeable with conventional natural

gas.

~~Biogas that has been conditioned and upgraded to a quality and standard such that it meets, in the sole view of the Company, the Company's gas quality and heat standards in effect and applicable at the time.~~

Request for Gas Sales or Transportation Service. Company's Natural Gas Service Agreement which, when properly executed by a prospective Customer, requests Gas Service from the Company.

Residential Customers

All those Customers using gas service for domestic purposes, for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations for ~~non-commercial~~non-commercial uses.

~~Sales Service or Sales Customer~~

Retainage. A percentage of Customer's or Customer's Agent's Gas that Company is allowed to ~~Customers receiving gas supply from the~~retain for unaccounted for Gas at no cost to Company.

Service Line. normal Atmospheric Pressure at the Customer's Meter.

All piping between the Main tap up

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

to and including the first valve or fitting of the Meter or regulator setting.

Sub-metering. The practice of installing additional metering equipment beyond the Company installed utility Meter.

Therm

Standard Delivery Pressure. Gas delivered at Standard Delivery Pressure may vary from three (3) inches to fifteen (15) inches of water column. No adjustment will be made for variation from the

A unit of heating ~~energy value~~ equivalent to one hundred thousand (100,000) British ~~thermal units~~ Thermal Units.

Total Heating Value. The number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32°F.) and under standard gravitational force (acceleration 980.665 centimeters per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

Company will determine a monthly average heating value of natural gas to be effective as of the first Day of each Month. Said monthly average heating value will be in effect on a calendar Month basis. It will reflect the average monthly heating value of the natural gas delivered to Company during the immediately preceding calendar Month.

Transportation Service or Transportation Customer
Customers receiving gas supply from a Third Party Supplier.

Florida City Gas

FPSC Tariff

Original Volume No. 12

Original Sheet No. 5.000

Working Day. Shall have the same meaning as Business Day, previously defined herein.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

INDEX OF RULES AND REGULATIONS

<u>A. CLASSIFICATION OF CUSTOMERS, THIRD PARTY SUPPLIERS, AND SERVICES</u>	<u>6.025</u>
<u>B. SERVICE REQUESTS</u>	<u>6.050</u>
<u>C. DEPOSITS AND SECURITY</u>	<u>6.075</u>
<u>D. CUSTOMER'S INSTALLATION</u>	<u>6.100</u>
<u>E. SERVICE CONNECTIONS</u>	<u>6.125</u>
<u>F. FACILITY EXTENSIONS</u>	<u>6.150</u>
<u>G. METERING</u>	<u>6.175</u>
<u>H. MEASUREMENT</u>	<u>6.200</u>
<u>I. ASSIGNMENT OF RATE SCHEDULES</u>	<u>6.225</u>
<u>J. BILLING AND COLLECTING</u>	<u>6.250</u>
<u>K. OBLIGATIONS OF COMPANY AND CUSTOMER</u>	<u>6.275</u>
<u>L. FORCE MAJEURE</u>	<u>6.300</u>
<u>M. DISCONTINUANCE OF SERVICE</u>	<u>6.325</u>
<u>N. LIMITATIONS OF SUPPLY</u>	<u>6.350</u>
<u>O. MISCELLANEOUS SERVICE CHARGES</u>	<u>6.375</u>
<u>P. MEASURING CUSTOMER SERVICE</u>	<u>6.400</u>
<u>Q. GAS CURTAILMENT</u>	<u>6.425</u>
<u>R. UNAUTHORIZED USE</u>	<u>6.450</u>
<u>S. EQUIPMENT FINANCING</u>	<u>6.475</u>
<u>T. TRANSPORTATION SERVICES</u>	<u>6.500</u>

RULES AND REGULATIONS

A. CLASSIFICATION OF CUSTOMERS, THIRD PARTY SUPPLIERS, AND SERVICES

1. ~~GENERAL~~ Classification of Customers:

a. Residential Customers:

Applies to Customers receiving gas service from the Company for use in a single-family dwelling or building, or in an individual flat, apartment or condominium unit in a multiple family dwelling or building or portion thereof occupied as the home, residence or sleeping place of one or more persons. Also applies to Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowner associations subject to the following criteria:

~~These Rules and Regulations of the Company shall supplement the Rules and Regulations of the Florida Public Service Commission governing service by gas public utilities. Where contradiction is developed as between interpretation of the Company's Rules and Regulations and the Commission's Rules and Regulations, the latter shall be deemed to override the former.~~

- i. 100% of the Gas is used exclusively for the co-owner's benefit.
- ii. None of the Gas is used in any endeavor that sells or rents a commodity or provides a service for a fee or otherwise engages in a commercial or Industrial enterprise.
- iii. Each Customer premise is separately metered and billed.
- iv. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

b. Commercial Customers:

Applies to Customers receiving gas service from the Company engaged in selling, warehousing or distributing a commodity, product or service in some business activity or in a profession, or in some other form of economic or social activity (offices, stores, clubs, hotels, etc.)

~~The Company shall furnish service to applicants under the filed rates and in accordance with these Rules and Regulations.~~

All Commercial Customers whose annual consumption of Gas exceeds 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

c. Industrial Customers:

Applies to Customers receiving gas service from the Company engaged in a process which creates a product or changes raw or unfinished materials into another form of product, or which involves the extraction of a raw material from the earth (factories, mills, distilleries, machine shops, wells, refineries, plants, etc.).

All Industrial Customers whose annual consumption of Gas exceeds 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

RULES AND REGULATIONS - CONTINUED

- d. Natural Gas Vehicle Customers:
Non-Residential Customers receiving gas service 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.

- e. Special Purpose Customers:
Customers receive gas service from the Company that do not meet the definition for any of the above Customer Classifications.

- f. Alternate Fuel Customers:
Applies to any Commercial or Industrial Customer whose annual metered gas volume exceeds 25,000 Therms, and who has the continuing capability to utilize an Alternate Fuel which displaces natural Gas delivered by the Company, Alternate Fuel Customers shall, by a contract in writing, provide from time to time, sufficient evidence of the Alternate Fuel price to warrant an adjustment in the Company's rate for the Rate Schedule under which the Customer receives gas service. In all cases where continuous operation of a Customer's facility is necessary, the Alternate Fuel Customers shall, continuously maintain the capability to utilize a supply of Alternate Fuel of sufficient quantity to allow the Curtailment of Gas service without adversely impacting Customer's operation.

- g. Interruptible Customers:
At the sole option of the Company, Customer with or without Alternate Fuel capabilities, whose annual metered Gas Volume exceeds 100,000 Therms, and who, by contract in writing, agrees to periodically interrupt their gas service and discontinue operations to the benefit of other distribution system Customers, may be designated an Interruptible Customer. Such Customers may be deemed eligible to receive service under the Company's Contract Transportation Service or Special Contract provisions. The Company's Interruptible rate schedules are closed at this time.

All Interruptible Customers shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

2. **DEPOSITS TO GUARANTEE PAYMENT OF BILLS** Classification of Services:

- a. Regulated Sales Service:
Gas sales made by the Company through Company's Purchased Gas Cost Recovery mechanism. This service is required for all Residential Customers

located in the Company's FCG Service Area and is optional for all Non-Residential Customers in the Company's FCG service areas .

RULES AND REGULATIONS - CONTINUED

- b. Notwithstanding the provisions of this Section, Company may, in its sole discretion, provide transportation services to those Residential Customers that have daily read capabilities. Upon conversion of Residential Sale Service Customers to Transportation Service, Company will enroll Customer into Company's applicable ADDQ Pool. Customer will be subject to Shipper of Last Resort (Rate Schedule SOLR) Charges in the event of a Third Party Supplier default.

- c. Transportation Service:

Transportation Service is optional for all FCG Service Area Non-Residential Customers. Transportation Services will be provided under Company's DCQ or ADDQ Transportation Service Program(s), in accordance with the Rules and Regulations set forth in this Tariff.

 - i. DCQ Transportation Service (DCQ-TS):
 - 1. Individual Transportation Service is available to Customers who are served under Company's CTS and FGS rate schedules, and Special Contract Customers. Individual Transportation Service Customers are required to execute a Transportation Service Agreement, or the applicable Contract Transportation Service Agreement or Flexible Gas Service Agreement with the Company

 - 2. All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

 - ii. ADDQ - Transportation Service (ADDQ-TS):
 - 1. Transportation Service Pools:

All FCG Service Area Non-Residential Customers shall have the option of utilizing Transportation Service and shall utilize a Company approved Third Party Supplier to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s) or purchasing Gas from Company's Regulated Sales Service Pool.

 - a. Contract Demand Service (KDS) Load Enhancement – Contract Transportation Service (LE-CTS) and Economic Development Gas Service (EGDS):

Transportation Services provided to Customer that has Alternate Fuel, physical and/or economical bypass capabilities or the will provide an economical development benefit and that:

- i. Meets the minimum annual threshold of 250,000 Therms of required Gas supply;

RULES AND REGULATIONS - CONTINUED

- ii. Has executed a CTS Affidavit and an the applicable service agreement which is accepted by the Company; and
- iii. Company may periodically adjust its Tariff rates for gas service to compete with Customers' Alternative Fuel pricing or bypass alternative as provided in the CTS Rider, the Rules and Regulations set forth in this Tariff, and other approved Rule or Regulations of the Company, as applicable. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.413, may also apply.
- b Special Contract Service (SCS):
Transportation Service provided to a Customer at the sole option of the Company pursuant to Florida Public Service Commission Rule 25-9.034, FAC, where the rates, terms and conditions for service may be different than those set forth in the Company's approved Tariff. All SCS Customers shall enter into a Special Contract Agreement with the Company, which is subject to the approval of the FPSC. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.413, may also apply.
- d. Flexible Gas Service (FGS):
This service is available at the Company's option to Customers meeting the applicability standards which include i) the Customer must demonstrate to the Company that Customer has a viable economic energy alternative including verifiable documentation of Customer's energy alternative; ii) the Company must demonstrate that this new Customer will not cause any additional costs to, or cross-subsidization by, the Company's other rate classes; and iii) all FGS Customers shall enter into a Flexible Gas Service Agreement with the Company. Service agreement under this tariff will not require FPSC approval. Nothing in this tariff shall be construed to prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document. The Company is under no obligation to grant service under this Tariff.
- e. Off System Sales Service (OSSS-1):
Interruptible Natural Gas delivered by Company to any person not connected to Company's distribution system. Customer and Company shall rely on measurement made by the Transportation Service Provider. Unless curtailed, all Nominations to Customer's Transportation Service Provider Pipeline Delivery Point shall be considered to have been made by the Transportation Service

Provider. Off-System Sales include i) intrastate and interstate pipeline capacity releases made by the Company, ii) commodity sales made by the Company, and /

RULES AND REGULATIONS - CONTINUED

Off System Sales Service (OSSS-1) Continued

or iii) delivered sales made by the Company. Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's costs recovered through the Company's Purchase Gas Cost Recovery Clause.

f. Renewable Natural Gas Service (RNG):

Service provided to RNG producers which includes conditioning or upgrading biogas into pipeline quality RNG for interconnection, injection, and delivery into the Company's distribution systems. The Company may provide upgrade equipment, compressors, blowers, anaerobic digestors, site work, piping, heat exchangers, driers, metering, system interconnects, injection equipment, storage vessels, and other equipment deemed necessary for the safe and reliable operation of the biogas conditioning site and system interconnect/injection point(s). The Company's provision of RNG service to the Customer may require an agreement between the Company and the Customer. RNG shall conform to the Quality of Gas provisions contained in this tariff.

g. Third Party Supplier ("TPS") Services:

i. Delivery Point Operator Service (DPO):

Administrative service provided to a Third Party Supplier by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff. Company shall provide the following services to Third Party Suppliers receiving DPO service; i) receipt and administration of scheduled Gas quantities for Third Party Supplier's Customer Pool, ii) compilation of measured Gas quantities for Third Party Supplier's Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provided (difference between scheduled Gas quantities for all Third Party Suppliers and measured Gas quantities at the Company's Receipt Points), using approved book-out and/or cash-out processes of Transportation Service Provider(s), iv) resolution of monthly imbalances with Third Party Supplier (difference between scheduled Gas quantities and measured Gas quantities for Third Party Supplier's Customer Pool), in accordance with this Tariff, v) administration of the Operational Balancing Account ("OBA"), in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, and vii) other service as Company

Florida City Gas

FPSC Tariff

Original Volume No. 12

Original Sheet No. 6.030

may determine necessary to administer Gas deliveries by Shippers to Customers.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

RULES AND REGULATIONS - CONTINUED

B. SERVICE REQUEST

1. Request for Service:

A prospective Customer may request Service by:

- a. Applications for service may be made by telephone or in writing to the Company.
- b. Electronic request to the Company's web site (www.fpuc.com)
- c. Applicants for space heating only service shall be required by Company to contribute the cost of providing facilities for such service.

2. Commencement of Service:

Completion of an application or the deposit of any sum of money by the prospective Customer shall not require Company to render Service until the expiration of such time as may be reasonably required by Company to determine if such prospective Customer has fully complied with the provisions of Company's applicable Customer Rules and Regulations and as may reasonably be required by Company to install the required facilities to render Service to such prospective Customer.

3. Withholding of Service:

Company may withhold initiation of service requested by any Customer until such Customer has paid all indebtedness for Service to the Company and such Customer has complied with all applicable Rules and Regulations.

4. Connection and Re-Connection Charge:

Company shall bill the Customer an approved Connection or Re-Connection Charge set forth in the "Miscellaneous Service Charges" section of this Tariff, for initiation or restoration of Service. The Company shall bill the Customer an approved Change of Account Charge for reading the Meter at a premise where there is a change of Customer occupancy.

RULES AND REGULATIONS - CONTINUED

C. DEPOSITS AND SECURITY

1. Establishment of Credit:

In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

2. Residential:

Furnish a satisfactory guarantor to secure payment of bills for service requested; such guarantor must be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a Residential Customer, whose payment of bills is secured by the guarantor, meets the requirements of this Tariff's "Refund of Deposits" section below. Guarantors providing security for payment of Residential Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or

- a. Furnish an irrevocable letter of credit from a bank equal to two (2) Months' average bills; or
- b. Furnish a surety bond equal to two (2) Months' average bills; or
- c. Pay a cash deposit.

3. Non-Residential:

- a. Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a Customer of the Company; or
- b. Furnish an irrevocable letter of credit from a bank equal to two (2) Months' average bills; or
- c. Furnish a surety bond equal to two (2) Months' average bills; or
- d. Pay a cash deposit.

4. Deposit Required:

Unless credit is otherwise established in accordance with this "Deposits and Security" section of the Tariff, the Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes as follows:

RULES AND REGULATIONS - CONTINUED

Deposit Required Continued

- a. For an existing account or premise, the ~~Company requires an initial total~~ deposit ~~of~~ may not exceed two (2) ~~times the actual~~ Months of average ~~monthly bill~~ actual charges, calculated by adding the monthly charges from

the ~~12-month~~Month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 ~~months~~Months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of ~~months~~Months available, and multiplying the result by 2.

- b. For a new service or premise request, the total deposit may not exceed two (2) ~~months~~Months of projected charges, calculated by ~~adding the 12 months~~twelve (12) Months of projected charges, dividing this total by twelve (12), and multiplying the result by two (2). Once the new Customer has had continuous service for a twelve (12-month) Month period, the amount of ~~the~~ deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must ~~be resolved~~be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge. ~~Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills.~~

~~Interest will be paid by the Company on Customer deposits at the rate of 2 percent per annum. The Company will pay interest on Non-Residential Customer deposits at the rate of 3 percent per annum in cases where the Customer has established a satisfactory payment record and has had continuous service for a period of 23 months as consistent with PSC Rule 25-7.083(6). The Company has the option of refunding deposits after 23 months. The amount of such interest due any Customer shall be credited to the Customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period.~~

~~The Company may charge, upon written notice of not less than 30 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills.~~

~~When service is terminated, any balance of the amount deposited and interest accrued will be returned to the Customer; or the deposit may be returned at any time previous thereto at the option of the Company.~~

RULES AND REGULATIONS (Continued)

2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS (CONTINUED)

c. A Residential Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) Months for deposit amounts between \$50 and \$150 and three (3) Months for deposits amounts over \$150, which may be granted at the Company's discretion.

5. New or Additional Deposits:

The Company may require, upon written notice to an existing Customer of not less than thirty (30) Days, a deposit (including guaranty, letter of credit, or surety bond) where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Such notice for a deposit shall be separate and apart from any bill for service and shall explain the reason for the deposit; provided, however, that the total amount of the required new or additional deposit shall not exceed an amount equal to the average actual charges for service for two (2) billing periods during the twelve (12) month period immediately prior to the date of notice. The thirty (30) Day notice shall not apply when service is being reestablished after discontinuance of service for non-payment. In the event the Customer has had service less than twelve (12) months, then the Company shall base its new or additional deposit on the average actual monthly billing available.

RULES AND REGULATIONS - CONTINUED

6. Interest on Deposits:

Company shall pay a minimum interest on deposits of two percent (2%) per annum. Two percent (2%) per annum interest will be credited to a Residential Customer's account annually in accordance with the current effective Rules and Regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of qualifying Non-Residential Customers when the Company elects not to refund such a deposit after twenty-three (23) Months.

The Company shall credit annually three percent (3%) per annum on deposits of Non- Residential Customers qualifying for refund under until the Commission sets a new interest rate applicable to the Company. No Customer shall be entitled to receive interest on his deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six Months, then Customer shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

7. Refund of Deposits:

~~Residential deposits will be returned after the~~ After a residential Customer has ~~had~~ established a satisfactory payment record and has had continuous service for a period of ~~23 months and not less than~~ twenty-three (23) Months, at the Company's option, the Company may refund the Residential Customer's deposit and if ~~Company does not refund Residential Customer's deposit, Company shall pay Customer~~

the higher rate of interest specified in the "Interest on Deposits" section of this Tariff, provided the Customer has not, in the preceding ~~twelve (12 months) Months:~~ i) made more than one late payment of ~~the bill;~~ (after the expiration of twenty (20) days from the date of presentation by Company), ii) paid with a check refused by a bank, iii) been disconnected for non-payment, iv) tampered with the gas meter Meter, or, v) used service in a fraudulent or unauthorized manner. ~~In each case where a refund is made~~

Upon termination of service, the company shall credit the amount of ~~the any cash~~ deposit and accrued interest ~~will be applied thereon~~ against ~~any the final~~ amount ~~owed by the due Company from~~ Customer and the balance ~~refunded. At the option of, if any, shall be returned promptly to~~ the Customer, ~~the deposit will be refunded in full after payment of no later than fifteen (15) days after~~ the final bill for service is rendered.

~~All Commission Rules and Regulations pertaining to Customer deposits (PSC Rule 25-7.083) are incorporated herein by reference and those Commission Rules govern in the event of conflict with Company Rules herein.~~

3. METERING

~~The Customer shall provide a suitable location satisfactory to the Company for its metering equipment.~~

~~This location shall be convenient and accessible at all times to the Company for its meter readers and other agents. This location shall conform with all local, State and Federal requirements.~~

~~The representatives of the Company shall be given access to the premises of the Customer at all reasonable times for obtaining meter readings, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of the Company installed on the premises, and particularly for emergency purposes.~~

~~The Company in its sole discretion may install, at its expense, an Automatic Meter Reading ("AMR") device to monitor a Customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure or such equipment is required by the Rate Schedule under which the Customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices, including devices capable of providing daily readings, to be installed at the Customer's expense. If an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections.~~

~~Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Company.~~

~~All equipment furnished by the Company shall remain its property and may be replaced whenever deemed necessary by the Company or as required by the Commission and may be removed by the Company at any time after discontinuance of service. Payments made by the Customer shall not give the Customer ownership of the equipment.~~

RULES AND REGULATIONS - CONTINUED

D. CUSTOMER'S INSTALLATION

1. General:

Customer's Installation shall be constructed, installed, and maintained in accordance with standard practice as determined by local codes and ordinances, these Rules and Regulations, and other applicable governmental requirements.

2. Inspection of Customer's Installation:

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

Company may also inspect Customer's Installation prior to rendering service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render service to any Customer Installation which Company finds to be hazardous, or in noncompliance with any applicable code, ordinance, regulation, or statute.

Company will withhold or discontinue service to Customer's Gas equipment whenever it finds a hazardous condition or a condition that is in violation of a code, ordinance, regulation or statute governing the installation or use of Gas equipment or Customer's Installation, and service will be rendered or restored only when the hazardous condition or noncompliance has been corrected.

3. Changes in Customer's Installation:

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

4. Right of Way:

Customer shall make or procure satisfactory conveyance to Company, of all necessary easements and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the retirement of Company's property upon termination of service.

5. Protection of Company's Property:

Customer shall properly protect Company's property on Customer's premises, and shall permit no one but Company's employees or agents, or persons authorized by law, to have access to Company's piping, Meters, or apparatus. In the event of any loss or damage to Company's property caused by or arising out of carelessness or misuse thereof by

RULES AND REGULATIONS - CONTINUED

Protection of Company's Property Continued

Customer, Customer shall pay to Company the cost of replacing such loss or repairing such damage. This section does not apply to Customer's check Meter if one is so installed.

6. Operation of Company's Facilities:

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

7. Access to Premises:

The Company or its duly authorized agents shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting or removing the Company's property, reading Meters and such other purposes as are incident to rendering or terminating gas service to the Customer. In such performance the Company and its Agents shall not be liable for trespass.

8. Indemnity to Company:

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

RULES AND REGULATIONS - CONTINUED

E. SERVICE CONNECTIONS

1. Company reserves the right to designate the locations and specifications for the Main line taps, Service Lines, curb cocks, Meters, regulators, and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.
2. Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.
3. The Service Lines, curb cocks, Meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.
4. Any relocation or alteration of Company-owned facilities to furnish gas service to Customer for the convenience and benefit of the Company shall be paid for by the Company; however, any such changes occasioned or necessitated by any action of the Customer, or owner of the property if the Customer is a lessee, shall be at the expense of the Customer or owner.
5. Company reserves the right to postpone to a more favorable season the extension of Mains and connection of Service Lines during seasons of the year when climatic conditions would cause abnormally high construction costs.

RULES AND REGULATIONS - CONTINUED

E. FACILITY EXTENSIONS

1. Distribution Facilities Extension Policy:

a. Feasibility Assessment:

Prior to any extension of distribution facilities for the purpose of providing service to one or more Customer premises, the Company shall assess the economic feasibility of its capital investments for each proposed extension of facilities. For the purposes of this policy, distribution facilities shall mean: Mains, Service Lines, land rights, City Gate stations, district regulator stations, Meters, regulators, other materials and appurtenances, including the installation of such facilities.

b. Security for Expansion Projects:

Notwithstanding the provisions in Section C - Deposits and Security of this Tariff and application of security under this Section 1.b. is in lieu of the requirements in Section 2.b. below and upon the execution of a CTS or FGS Service Agreement, or Special Contract between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the distribution or transportation charges payable by Customer.

c. Maximum Allowable Construction Cost: The maximum capital cost to be incurred by the company for an extension of facilities shall be defined as the Maximum Allowable Construction Cost (MACC). The MACC shall equal the estimated annual service revenues to be derived from the distribution facilities multiplied by six (6).

2. Distribution Facilities Extension Options:

a. Free Extensions:

The Company shall extend its distribution facilities to serve prospective Customer premises at no cost where the capital investment for such extension does not exceed the MACC.

RULES AND REGULATIONS - CONTINUED

Distribution Facilities Extension Options Continued

b. Advance in Aid of Construction:

Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Customer(s) or other person, such as a real estate developer, governmental entity, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference between the estimated capital investment and the MACC.

The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

c. Company at the option of the Depositor shall:

- i. At the end of the initial year of service refund to the Depositor or his assigns an amount equal to the excess, if any, by which six times that year's actual gas revenues, less actual cost of gas, exceeds the allowable construction cost used to determine the amount of the advance in aid or construction; or
- ii. At the end of the initial four years of service refund to the Depositor, or his assigns, an amount equal to the excess, if any, by which gas revenues less the actual cost of gas for those four years exceeds the allowable construction cost used to determine the amount of the advance in aid of construction.
- iii. Refund option shall be determined by Depositor and so stated on the agreement to be executed at the time contribution is received by Company.
- iv. For each additional Customer taking service at any point on a Main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Customer, provided that an additional Main extension shall not have been necessary to serve such additional Customer.
- v. The aggregate refund to any Depositor made through the above provisions shall not exceed the original Advance of such Depositor.

RULES AND REGULATIONS - CONTINUED

Advance in Aid of Construction Continued

vi. The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

2. Minimum Volume Commitment:

a. The Company may require a commitment by Customer to take- or-pay for a minimum volume of Gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level that exceeds the volume used to calculate the MACC for the Customer, nor will the volume commitment term exceed six (6) years.

The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

3. Area Extension Program:

a. AEP Charge

The Company shall calculate the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's allowed cost of capital) required to extend the distribution facilities to serve the prospective Customer(s) (the "AEP Recovery Amount"). The AEP Recovery Amount shall be divided by the number of Customer premises projected to be served at the end of the completed build out date of the extension. The Amortization Period shall apply individually to each premise and shall not exceed one hundred twenty (120) Billing Months. For the purposes of AEP cost recovery, a Billing Month shall mean a month in which Company renders a billing statement to an active Customer account for a premise served by an AEP extension of facilities. In the event a premise becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Recovery Amount shall be divided by the number of months in the Amortization Period to establish a monthly AEP Charge. The AEP Charge shall be billed to each Customer premise activating service prior to the completed build out date following the in-service date of the extension.

RULES AND REGULATIONS - CONTINUED

- b. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.
- c. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.
- 4. Service Extensions from Existing Mains:
The Company shall extend service facilities connecting a Customer premise to an existing Main, where the Company's capital investment to install the service does not exceed the MACC. Where the service extension capital investment exceeds the MACC, the Customer shall pay to the Company a non-refundable amount equal to the difference between the MACC and the estimated capital cost of the service extension.
- 5. Temporary Service:
In the case of temporary service for short-term use, Company may require Customer to pay all costs of making the service connection and removing the material after service has been discontinued, or to pay a fixed amount in advance to cover such expense; provided, however, that Customer shall be credited with reasonable salvage realized by Company when service is terminated.
- 6. Relocation of Distribution Facilities:
When alterations or additions to structures or improvements on premises to which Company provides service necessitate the relocation of Company's distribution facilities, or when such relocation is requested by Customer for any reason, Customer may be required to reimburse Company for all or any part of the costs incurred by Company in the performance of such relocation.
- 7. Ownership of Property:
The Company shall own, operate, and maintain all service pipes, regulators, vents, Meters, Meter connections, valves, and other apparatus from Company Mains to the outlet side of the Meter and shall have a perpetual right of ingress and egress thereto.

RULES AND REGULATIONS - CONTINUED

G. METERING

1. Use of Meters and Measuring Equipment:

- a. The Company shall provide, install, and properly maintain at its own expense such Meter or Meters, recording devices and metering equipment necessary to measure the quantity of Gas used by the Customer. Customer will safeguard Company's equipment and facilities located on Customer's property and will not permit unauthorized persons to operate or alter such Company-owned or controlled equipment or facilities in any manner.
- b. The Customer, upon thirty (30) days-notice to Company, may install, maintain and operate at Customer's expense such check measuring equipment on Customer's Installation as desired provided that such equipment shall be so installed as not to interfere with the safe and efficient operation of Company's equipment. No Gas shall be Sub-metered or further distributed by Customer for purpose of resale unless approved by Company or the FPSC.
- c. Company may furnish and install such regulating and/or flow control equipment and devices as it deems to be in the best interest of the Customer served, or in the best interest and/or function of the Company's distribution system in general.
- d. Only duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or in any way handle Company's Meters. Only Company's duly authorized agents shall make connections to the Company's system. Unauthorized connections to, or tampering with, the Company's Meter or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of the State of Florida, adjustment of prior bills for service furnished, and reimbursement of the Company for all expenses incurred on Customer's account.

2. Remote Telemetry Installation:

- a. All remote reading devices shall be owned, installed and maintained by the Company. When requested by Customer below the annual consumption level above, and approved by the Company, a remote reading device may be installed at a cost payable by the Customer.

RULES AND REGULATIONS - CONTINUED

- b. Customer shall, at the Customer's expense, provide and maintain electrical power and telephone service to the remote reading device location.
 - c. A periodic verification reading shall be taken on the meter and the remote reading device. The Company shall notify the Customer when the periodic verification is required. The Company shall determine the frequency of such verification based on the technical characteristics of the installed equipment and its in-service performance.
 - d. In cases of a measurement dispute related to the remote reading device, the Company's meter may be used as the final determinant in measuring consumption.
3. Location of Meters:
- a. The Customer shall furnish a convenient, accessible, and safe place in which the Meter and/or other such facilities can be installed, operated, and maintained without charge to Company. This location insofar as practical shall be outside the building and free of
 - b. excessive temperature variations or potential causes of damage that might affect Meter operation or accuracy.
 - c. If changes in conditions on the Customer's premises adversely affect the convenience, accessibility or safety of the Meter location, the Customer shall be responsible for the cost of relocating the Meter, its appurtenances, and related piping to a location meeting the above requirements.
4. Meter Accuracy at Installation:
- a. A gas Meter shall be within plus or minus one percent (1%) of accuracy to be installed for Customer use.
 - b. Each Meter removed from service when opened for repairs shall be adjusted to be not more than 1 percent (1%) fast or 1 percent (1%) slow before being reset. If not opened for repairs, the Meter may be reset without adjustment if found to be not more than 1 percent (1%) fast or not more than 1 percent (1%) slow provided the Meter is otherwise in good condition.

RULES AND REGULATIONS - CONTINUED

- c. No Meter may be installed unless it has been tested within the previous 12 Months and found to be within the accuracy limits established herein.

- 5. Periodic Meter Tests:
 - a. Meters installed will be tested periodically at reasonable intervals and in accordance with Commission Rule 25-7.064 FAC.

- 6. Meter Test by Request:
 - a. Upon written request of a Customer, Company shall, without charge, make a test of the accuracy of the Meter in use at Customer's premise, provide, first that the Meter has not been tested by Company or by the FPSC within twelve (12) Months previous to such request.

 - b. Should any Customer request a Meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in accordance with FPSC Rule 25-7.065 FAC.

 - c. If the Meter is found to be more than two percent (2%) fast, the deposit shall be refunded, but if below this accuracy limit, the deposit shall be retained by the Company as a service charge for conducting the test.

- 7. Meter Test – Referee:
 - a. In the event of a dispute, upon written application to the FPSC by any Customer, a test of the Company's Meter at Customer's premise shall be made or supervised as soon as practicable by a representative of the FPSC.

 - b. The Meter shall in no way be disturbed after the Company has received notice that application has been made for such referee test unless a representative of the FPSC is present or unless authority to do so is first given in writing by the FPSC or by the Customer.

 - c. A written report of the results of the test shall be made by the FPSC to the Customer.

RULES AND REGULATIONS - CONTINUED

H. MEASUREMENT

1. Determination of Volume:
 - a. The volume and Total Heating Value of the Gas shall be determined as follows:

2. Base Conditions:
 - a. A standard cubic foot for measurement purposed shall be the volume of such cubic foot at the temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 p.s.i.a.

 - b. The Average Atmospheric Pressure shall be assumed to be fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) irrespective of actual elevation or location of the point of measurement or of variations in such Atmospheric Pressure from time to time.

3. Unit of Volume:
 - a. Subject to the Technical Terms and Abbreviations of this Tariff, the Standard Delivery Pressure shall be 14.98 p.s.i.g. and the Standard Delivery Temperature shall be 60 degrees Fahrenheit.

 - b. For purposes of billing computations, a Cubic Foot of Gas shall be that quantity which, at a pressure of 14.98 p.s.i.g. and a temperature of 60 degrees Fahrenheit, occupies one cubic foot.

 - c. When deliveries are made at flowing pressures in excess of the Standard Delivery Pressure, metered volumes shall be corrected for such variation through utilization of recorded flowing pressure data, correction devices which are an integral part of the Meter installation, or by correction factors for fixed pressure deliveries.

 - d. With respect to Gas delivered at High Pressure, flowing Gas temperature shall be assumed to average 60 degrees Fahrenheit for all measurement, unless Customer and Company agree otherwise. When an assumed Flowing Temperature of 60 degrees Fahrenheit is not used, the temperature shall be determined as the arithmetic average of Flowing Temperatures as recorded by a temperature recorder, if such a recorder is utilized, or through the use of correcting indices or temperature compensating meters, where recording or compensating devices are not installed, the temperature of the Gas shall be assumed to be the climatological 30-year average monthly temperature as established by the nearest National

RULES AND REGULATIONS - CONTINUED

Unit of Volume Continued

Oceanic and Atmospheric Administration Weather Bureau and published by the Department of Commerce.

- e. Unless determined to be otherwise by a gravity balance, the specific gravity of the flowing Gas shall be assumed to be 0.6.
- f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for Flowing Temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyle's Law by use of the appropriate super compressibility factor.

4. Billing Unit:

- a. The sales and transportation unit of Gas shall be the Therm, being 100,000 Btu's. The number of Therms billed to Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at 14.98 p.s.i.g. and 60 degrees Fahrenheit, by the Total Heating Value of such Gas and dividing the product by 100,000.
- b. The Total Heating value of the Gas delivered to Customer shall be determined as that reported periodically by Transportation Service Provider, provided such value is applicable to the Gas delivered to Customer, or such value shall be determined by Company by use of a calorimeter or other instrument suitable for heating value determination. The Total Heating Value shall be corrected to and expressed as that contained in the Unit of Volume addressed on the Technical Terms and Abbreviation Section of this Tariff.

5. Pressure:

- a. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain such higher-delivery pressure. Company does not undertake to deliver Gas at a pressure higher than the Standard Delivery Pressure throughout its Service Areas. Prospective Industrial and large Commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of Company to determine the pressure that Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.

RULES AND REGULATIONS - CONTINUED

6. Quality of Gas:

- a. All Gas which Customer, Third Party Supplier, or Shipper's Designee cause to be received by Company at Company's Receipt Point(s) for transportation and delivery by Company shall conform to the quality and heating value specifications set forth herein. In addition to any other remedies available to Company, Company shall have the right to refuse to accept at Transportation Service Provider's Delivery Point(s) any Gas which fails to conform to such quality and heating value specifications.
- b. Gas delivered to the Company's system from an interconnected pipeline shall be in conformance with the quality specifications as provided for in the Terms and Conditions in the Tariff of that pipeline interconnected to the Company's distribution system.
- c. Any gas entering the Company's system at a Company Receipt Point that is not an interconnected pipeline with gas quality specifications set forth in its Tariff, shall be in conformance with the quality specification listed below:

<u>Containment/Property</u>	<u>Unit</u>	<u>Value</u>
<u>Heating Value</u>	<u>BTU/SCF</u>	<u>960-1100</u>
<u>Wobbe Number</u>	<u>BTU/SCF</u>	<u>1250-1400</u>
<u>Carbon Dioxide</u>	<u>CO2 % vol</u>	<u><2</u>
<u>Oxygen</u>	<u>O2 % vol</u>	<u><0.2</u>
<u>Nitrogen</u>	<u>N2 % vol</u>	<u><3</u>
<u>Total inerts</u>	<u>% vol</u>	<u><4</u>
<u>Hydrogen Sulfide</u>	<u>PPM</u>	<u><4</u>
<u>Siloxanes</u>	<u>PPM</u>	<u><1</u>
<u>Total Sulfur</u>	<u>PPM</u>	<u><78.5</u>
<u>Water</u>	<u>Lbs/MMCF</u>	<u><7</u>

Gas received at injection receipt points shall be commercially free from hazardous waste, solid or liquid matter, dust, gums, and gum-forming constituents microbiological organisms, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interfere with proper operation of the lines, meters, regulators. The Company reserves the right to waive the quality specifications listed above on a not-unduly discriminatory basis.

RULES AND REGULATIONS - CONTINUED

I. ASSIGNMENT OF RATE SCHEDULES

1. Customers:

a. Initial Rate Schedule Assignment:

At the time of Meter activation, Company shall estimate the annual usage of Customer (based upon the connected gas consuming appliances or equipment) and shall assign Customer to the applicable rate schedule. Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

b. Rate Schedule Review

Service under any rate schedule is subject to review by the Company or any time at the Customer's request. If reviewed, the Company will determine the annual usage of each Premise at calendar year end and shall assign each Premise under review to the rate schedule that corresponds to the Premise's respective annual Therm usage. Premises with less than twelve months of billing history will not be re-classified into a different rate schedule. Such rate schedule assignments shall be effective with the first billing cycle in July and not more than one change in rates shall be made within any twelve-month period. The Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

RULES AND REGULATIONS - CONTINUED

J. BILLING AND COLLECTING

1. Billing:

a. Billing Periods:

Each Customer's Meter will be read at regular intervals and bills will be rendered on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of presentation by the Company.

When AMR is provided by the Company, the actual date of the AMR reading used for billing purposes for each Customer shall be determined by Company and shall be at monthly intervals, advanced or postponed by no more than five (5) days from the actual read date of the prior calendar Month, and bills for service will be rendered regularly on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of the Company in accordance with the Commission Rules and Regulations, and the requirements of this Section.

b. Partial Month:

Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

c. Non-Receipt of Bills:

Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.

d. Calculation of Bill:

- i. A Meter or Meters at each Company Delivery Point will measure Customer consumption and the Company shall apply appropriate conversion factors (including Btu factor) to determine Customer's usage and the Monthly Rates set forth in the applicable rate schedule shall be applied to determine the amount of Company's bill for service. Each bill regardless of type shall be subject to the applicable taxes and Billing Adjustments identified in this Tariff.

RULES AND REGULATIONS - CONTINUED

b. Slow Meters:

Except as provided by this sub-section, the Company may back bill in the event that a Meter is found to be slow, non-registering or partially registering. The Company may not back bill for any period greater than twelve (12) Months from the date it removes the Meter of a Customer, which Meter is later found by the Company to be slow, non-registering or partially registering. If it can be ascertained that the Meter was slow, non-registering or partially registering for less than twelve (12) Months prior to removal, then the Company may back bill only for the lesser period of time. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the Company issued the back bill. Nothing in this sub-section shall be construed to limit the application of Subsection i. below.

- i. Whenever a Meter tested is found to have an average error of more than two percent (2%) slow, the Company may bill the Customer an amount equal to the unbilled error in accordance with this Subsection. If the Company has required a deposit as permitted under Rule 25-7.065(2) F.A.C., the Customer may be billed only for that portion of the unbilled error that is in excess of the deposit retained by the Company.
- ii. In the event of a non-registering or a partially registering Meter unless the provisions of Subsection iii. below apply, a Customer may be billed on an estimate based on previous bills for similar usage.
- iii. It shall be understood that when a Meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge shall be that percentage of error as determined by the test.
- iv. In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the gas consumed.
- v. In the event of a Meter error, Company shall provide the corrected Meter readings for the applicable period defined above to the Customer, Shipper's Designee, or authorized Third Party Supplier to facilitate correction of the gas purchase bills provided to the Customer by their supplier.

RULES AND REGULATIONS - CONTINUED

1. Budget Billing Program (Optional):

- a. Residential Customers and Non-Residential Customers served under Rate Schedules GS-1 and GS-2 and may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) Months of consecutive bills and have zero balance owing when the Customer elects to participate in the Program. The Company may waive the zero balance requirement on a not-unduly discriminatory basis.
- b. If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount will be based on an average of the previous twelve (12) Months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account.

After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

- c. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.
- d. An electing Customer's participation in the budgeted payment plan will be continuous unless the Customer requests that participation in the plan be terminated or that gas service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill.

RULES AND REGULATIONS - CONTINUED

7. Payments:

a. Payment Methods:

Customers may elect to pay their bill by cash, check, money order, credit card, debit card, automatic withdrawal from a bank account, or on-line via Company's website no later than twenty (20) Days from the date of presentation by Company.

i. Customers may elect to pay their bill at a Company authorized payment agent listed on Company's website.

b. Application of Payments:

Customer payments received by the Company shall be applied to the billed charges as follows:

i. Aging of Accounts Receivable:

Oldest outstanding billed charges until fully satisfied following the payment application methodology specified below.

Proceeding to the next oldest outstanding billed charge until either the entire payment has been applied or until the entire amount owed has been satisfied following the payment application methodology specified below.

c. Payment Application Methodology:

i. Separately stated taxes and fees, until fully satisfied; then,

ii. Third Party Supplier's charges for the sale of Gas, if any, until fully satisfied; then

iii. Company's regulated charges, until fully satisfied; then,

iv. Other Company non-regulated charges, until fully satisfied; then other Third Party Supplier charges.

RULES AND REGULATIONS - CONTINUED

K. OBLIGATIONS OF COMPANY AND CUSTOMER

1. Obligations of Company:

a. Operation of Company's System:

Company shall use reasonable diligence in operating its system in order to insure a uniform and adequate delivery of Gas to meet Customers' requirements.

Company is responsible for the sale of natural gas and transportation of Customer-owned Gas, as applicable, but is not responsible for providing Gas, except in the circumstances when the Company is providing SOLR Service to Company's Residential Transport Customers.

b. Company's Obligation to Provide Transportation Service to Customers:

Notwithstanding all other applicable provisions of this Tariff and any Special Contract provisions to the contrary, Company shall be obligated to provide service to Customers if Customers' designated Third Party Supplier meets the delivery obligations as defined in Section W12. In the event Customers' designated Third Party Supplier fails to meet said delivery obligations, the Company shall have no obligation to provide service to said transportation Customers.

c. Temporary Interruptions:

Company may temporarily shut off the Meter to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to Company's distribution facilities, and will endeavor to make such interruptions, if required, at a time, where possible, which will cause the least inconvenience to the Customer.

d. Curtailments:

Service may be curtailed or fully interrupted without notice in case of emergency at the sole discretion of Company in accordance with the provisions of the Curtailment plan, on file with the Commission. Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of service rendered hereunder.

e. Information to Customers:

A copy of Company's approved Tariff is available for inspection on the Company's website.

RULES AND REGULATIONS - CONTINUED

2. Obligations of Customers:

a. Access to Customer's Premises:

The Customer shall grant to the Company without cost to the Company, all rights, easements, permits, and privileges which in the Company's opinion are necessary for the rendering of service. The Customer will furnish to the Company without charge an acceptable location for the Company's meter and shall give Company employees and representatives access to the Customer's premise so that the Company may operate, inspect and maintain its facilities. Customer shall be obligated to allow Company or its duly authorized agents to enter Customer's premises at all reasonable hours for obtaining Meter readings, for shutting off the flow of Gas when necessary or due to any Customer delinquency or any infraction, for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of Company installed on the premises or for all other reasons set forth in other sections of these Rules and Regulations. Access shall be granted at all times for emergency purposes. Any refusal on the part of Customer to permit Company access to premises will be cause for discontinuance of service without liability to the Company.

b. Right of Way:

The Customer shall grant or cause to be granted to Company, without cost to Company, all rights, easements, permits and/or privileges that in Company's opinion are necessary for the rendering of service.

c. Protection of Company's Property:

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

d. Interfering or Tampering with Company's Property:

Customer will be held responsible for broken seals, tampering or any interference with Company's Meter or Meters, or other equipment of Company installed on Customer's premises. No one except employees or authorized agents of Company will be allowed to make any repairs or adjustments to any Meter or other piece of apparatus belonging to Company except in cases of emergency.

RULES AND REGULATIONS - CONTINUED

- e. Non-Residential Customer Request to Increase Usage:
Non-Residential Customer at an existing premise shall notify Company of Non-Residential Customer's intent to increase its current annual usage by at least 25% at said premise at least sixty (60) days prior to the expected increase in usage.
- Company shall respond to Non-Residential Customer's request within thirty (30) days of receipt, indicating Company's acceptance or denial of Non-Residential Customer's request and any limitations of service.
3. Conformance with Tariff:
Upon commencement of service, the Rules and Regulations and the applicable rate schedules of this Tariff shall be binding upon Customer and Company unless otherwise stated in a Special Contract as approved by the Commission in accordance with Commission Rule 25-9.034 FAC or as stated in a Flexible Gas Service Agreement.

[Link-to-previous setting changed from on in original to off in modified.]

RULES AND REGULATIONS (Continued)- CONTINUED

3. METERING (Continued)

L. FORCE MAJEURE

~~The Customer shall be liable to the Company for damage to or loss of meters, connections, or other Company property on their premises due to negligence or carelessness on the part of the Customer, members of their household, their agents, or employees~~

~~The gas supplied to any Customer shall be measured at the pressure existing at the meter. Gas supplied at other than the standard delivery pressure of the Company will be corrected to effect meter readings at the standard delivery pressure.~~

~~In the event of stoppage or failure of a meter to register the utility shall bill the Customer on an estimate of the gas used for a period not to exceed 12 months based on the Customer's past consumption.~~

~~In the case of unauthorized or fraudulent use, or meter tampering the utility shall bill the Customer on an estimate of the gas used, based on the Customer's past consumption or gas equipment at premises whichever is greater.~~

1. In the event either Company, Customer, Customer's Agent or Third Party Supplier is unable wholly or in part by Force Majeure to carry out its obligations under this Tariff, or under a Special Contract, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

~~The Company will select the type and make of metering equipment and may, from time to time, change or alter such equipment. It shall be the obligation of the Company to supply meters that will accurately and adequately furnish records for billing purposes. Bills will be based upon registration of Company meters only.~~

2. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government-mandated quarantines associated herewith, landslides, lightning, earthquakes, fires, storms, hurricanes or evacuation orders due to

[Link-to-previous setting changed from on in original to off in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

[Link-to-previous setting changed from on in original to off in modified.]

~~Florida City Gas
FCS Natural Gas Tariff
EPSC Tariff
Volume No. 11~~
Original Volume No. 12

~~Original Sheet No.~~

Original Sheet No. 6.301

hurricanes, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of well or lines of pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, right of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

~~With the exception of the following, the gas supplied to any Customer, under any of the Company's Rate Schedules, shall not be re-metered or sub-metered for sale either directly or indirectly. Under no conditions will service be rendered under any agreement whereby the Customer or their tenants resell the gas either within or without their premises, nor under conditions by which gas is transmitted outside the premises under contract.~~

3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

A. Residential Meter Reading

~~All Residential Customers shall be included in one of the Company's regularly scheduled meter reading cycles with each cycle being read every month through automated meter reading (AMR) devices. The AMR technology allows the Company to read meters remotely; however, if a read is not obtained the Customer's meter readings will be noted as estimated until the Company obtains an actual meter reading.~~

[Link-to-previous setting changed from on in original to off in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

FCS MFR000181

~~Effective: December 01, 2023~~

RULES AND REGULATIONS - CONTINUED

M. DISCONTINUANCE OF SERVICE

The Company reserves the right, but assumes no liability for failure to do so, to discontinue service to any Customer for cause as follows:

1. Without Notice:
 - a. For Customer's non-compliance with or violation of any State or municipal law or regulation governing gas service.
 - b. For Customer's failure or refusal of the Customer to correct any deficiencies or defects in Customer's piping or appliances which are reported to Customer by Company.
 - c. For Customer's failure or refusal to provide adequate space for the Meter and service equipment of Company.
 - d. In the event of a condition known to Company to be hazardous.
 - e. In the event of Customer's tampering with regulators, valves, Meters, or other facilities furnished and owned by Company.
 - f. In the event of Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Company, before restoring service, may require the Customer to make at Customer's expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.
 - g. Upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.
2. With Notice:

After five (5) Working Days' (any day on which the Company's business office is open and the U.S. Mail is delivered) notice in writing.

 - a. For Customer non-payment of bills for gas service.
 - b. When Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving

RULES AND REGULATIONS - CONTINUED

Discontinuance of Service - With Notice Continued

service for his own use under a different name in order to avoid past due payments to Company.

- c. For Customer refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
- d. For violation of these Rules and Regulations which Customer refused or neglects to correct.
- e. For Customer's neglect or refusal to provide reasonable access to Company or its agents for the purpose of reading Meters or inspection and maintenance of equipment owned by Company.

Waiver of Discontinuance of Gas Service:

Discontinuance of gas service shall be temporarily waived in specific cases provided that service is medically essential and discontinuance will endanger life or require hospitalization to sustain life. Prior to granting a medical waiver, the Customer shall be required to furnish the Company written notice from a competent physician acceptable to the Company that service is required for life support.

Collection in Lieu of Discontinuance of Gas Service:

A Collection in Lieu of Discontinuance Charge (applicable Section O) shall be added to the Customer's past due bill when payment, inclusive of said charge, is made at a billed address prior to discontinuance of gas service for non-payment of Company's regulated charges.

Reconnection of Service:

When service has been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by Customer.

1. Where Service was Discontinued without Notice:

- a. The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

RULES AND REGULATIONS - CONTINUED

- b. All bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - c. If reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - 2. Where Service was Discontinued with Notice:
 - a. Satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - b. Satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - c. A satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - d. The violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - 3. Termination of Service at the Request of Customer:
 - a. Change of Occupancy:

Subject to any existing agreement by Customer and Company, if Customer wishes the gas service to be terminated, the Customer shall give notice to the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any gas that may pass through the Meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the Meter and/or other movable equipment shall not have been removed within that time by the Company.

RULES AND REGULATIONS - CONTINUED

- b. Removal of Service:
If Customer wishes Company's property to be removed, Customer shall give notice to the Company at least ten (10) Working Days prior to the time of such requested removal.

RULES AND REGULATIONS ~~(Continued)~~ - CONTINUED

3. METERING (Continued)

N. LIMITATIONS OF SUPPLY

B. Meter Reading Estimates

~~Where the Company does not, for any reason, read the meter, the Company may estimate the amount of gas supplied based upon past usage, seasonal conditions, and other available information and submit a bill determined on that basis. Such a bill shall be marked as an estimated bill. Adjustment of Customer's estimated usage to actual usage shall be made when an actual reading is next obtained.~~

C. PSC Rule 25-7.071 Measuring Customer Service

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from nonaffiliated companies that may jeopardize service to existing Customers.

~~PSC Rule 25-7.071 is included herein:~~

Under no circumstances is Company required to deliver hourly quantities of natural gas greater than the hourly quantities of natural gas that has been scheduled by the interstate or intrastate pipeline directly upstream of Company's facilities.

RULES AND REGULATIONS - CONTINUED

O. MISCELLANEOUS SERVICE CHARGES

	<u>Residential</u>	<u>Non-Residential</u>
1. <u>Service Connection Charge</u> <u>Regularly Scheduled</u>	<u>\$95</u>	<u>\$150</u>
<u>Same Day or Outside Normal</u> <u>Business Hours</u>	<u>\$200</u>	<u>\$200</u>
2. <u>Service Reconnection Charge</u> <u>Regularly Scheduled</u>	<u>\$90</u>	<u>\$120</u>
3. <u>Change of Account Charge (Read Meter Only)</u> <u>Regularly Scheduled</u>	<u>\$55</u>	<u>\$55</u>
4. <u>Failed Trip Charge – Applies when Customer</u> <u>fails to keep a scheduled appointment with the</u> <u>Company’s employee, agent, or representative</u> <u>Regularly Scheduled</u>	<u>\$55</u>	<u>\$55</u>
5. <u>Temporary Disconnection of Service Charge</u> <u>Regularly Scheduled</u>	<u>\$55</u>	<u>\$55</u>
6. <u>Late Payment Charge:</u> <u>A bill shall be considered past due upon the expiration of twenty (20) days from the date</u> <u>of presentation by Company. The balance of all past due charges for services rendered</u> <u>may be subject to a Late Payment Charge of 1.5% or \$5.00, whichever is greater, except</u> <u>the accounts of federal, state, and local governmental entities, agencies, and</u> <u>instrumentalities. A Late Payment Charge may be applied to the accounts of federal,</u> <u>state, and local governmental entities and instrumentalities at a rate no greater than</u> <u>allowed, and in a manner permitted by applicable law.</u>		
7. <u>Worthless Check Service Charge:</u> <u>The service charge for each worthless check shall be determined in accordance with</u> <u>Section 68.065, Florida Statutes. Such service charge shall be added to the Customer's</u> <u>bill for gas service for each check dishonored by the bank upon which it is drawn.</u> <u>Termination of service shall not be made for failure to pay the returned check charge.</u>		

Company may waive miscellaneous service charges for cause on a not unduly discriminatory basis.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

RULES AND REGULATIONS - CONTINUED

P. MEASURING CUSTOMER SERVICE

(1) All gas sold to ~~Customers~~Customer shall be measured by commercially acceptable measuring devices owned and maintained by the ~~utility~~Company, except where it is impractical to ~~meter~~Meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in ~~the utility's~~Company's filed ~~tariff~~Tariff.

1. ~~(2)(a)~~ Individual gas metering by ~~the utility~~Company shall be required for each separate occupancy unit of new commercial establishments, ~~Residential~~residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual ~~meters~~Meters shall not, however, be required:
 - a. ~~i.~~ In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless ~~the utility~~Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
 - b. ~~ii.~~ For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;
 - c. ~~iii.~~ For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities ~~certificated~~certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, ~~and similar~~and similar facilities. For separate, ~~specially-designated~~specially designated areas for overnight ~~occupancy at~~occupancy at trailer, mobile home and ~~recreation~~recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means;

RULES AND REGULATIONS (Continued)

3. METERING (Continued)

~~iv.~~ In such multiple occupancy units, which would require the provision of individual gas service above the second story, unless ~~specifically requested~~ specifically requested.

RULES AND REGULATIONS - CONTINUED

~~(2)(b)~~ For purposes of this ~~Rule~~ Section P:

1. ~~i.~~ "Occupancy unit" means that portion of any commercial establishment, single and multi-unit ~~Residential~~ residential building, ~~or~~ trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.
2. ~~ii.~~ "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by ~~membership~~ member ship, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any ~~other means~~ other means, whereby a purchaser, in exchange for a consideration, ~~receives~~ received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than ~~three years~~ three years.

~~iii.~~ The construction of a new commercial establishment, ~~Residential~~ residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

~~iv.~~ The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with ~~subsection (2)(a)~~ Subsection 1.c. above.

~~(3)~~ Where individual metering is not required ~~under Subsection (2)(a)iii~~ and master metering is used in lieu thereof, ~~sub-metering~~ Sub-metering may be used by ~~the~~ Customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by ~~the utility~~ Company. The term "cost" as used herein represents only those charges specifically authorized by ~~the gas utility's tariff~~ Company's Tariff including but not limited to the

Customer, energy, ~~purchased gas adjustment~~ Purchased Gas Cost Recovery Factor, and conservation charges made by ~~the gas utility~~ Company plus applicable taxes and fees to ~~the~~ Customer of record responsible for the master ~~meter~~ Meter payments. The term cannot be construed to include late payment charges, returned ~~check~~ charges check charges, the cost of the distribution system behind the master ~~meter~~ Meter, the cost for billing, and other such costs.

4. PIPING AND APPLIANCES

The piping, fixtures, and appliances for which the Customer is responsible shall be maintained in conformity with all Local, State and Federal requirements.

RULES AND REGULATIONS (Continued)

3. GAS LEAKS

~~The Customer shall give immediate notice to the Company of leakage of gas. No deduction on account of leakage shall be required to be made from Customer's bills unless such leakage occurs as the result of fault or neglect of agents of the Company. In case of leakage or fire, the stopcock at the meter should be closed without delay and no light or flame used in the vicinity of the leak.~~

4. CONNECT CHARGE

~~A charge of \$90.00 for Residential service or \$150.00 for Non-Residential service will be made on the Customer's next bill when gas service is initiated, connected or turned on. If service is performed, at Customer request, outside of normal business hours the charges shall be \$110.00 for Residential service or \$200.00 for Non-Residential service.~~

5. RECONNECTION CHARGE

~~A charge of \$90.00 for Residential service or \$105.00 for Non-Residential service will be made on the Customer's next bill when gas service is reconnected after disconnection for non-payment of bills. If service is performed, at Customer request, outside of normal business hours the charges shall be \$105.00 for Residential service or \$120.00 for Non-Residential service.~~

6. FAILED TRIP CHARGE

~~A charge of \$20 for Residential and Non-Residential service will be made on the Customer's next bill when the Customer fails to keep a scheduled appointment with the Company's employee, agent or representative.~~

7. LATE PAYMENT CHARGE

~~A bill shall be considered past due upon the expiration of twenty (20) days from the date of mailing or other delivery thereof by Company. The balance of all past due charges for services rendered are subject to a Late Payment Charge of 1.5% or \$5.00 whichever is greater, except that the Late Payment Charge applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities shall be at a rate no greater than allowed, and in a manner permitted by applicable law.~~

8. RETURNED CHECKS

Issued by: [Jeffrey Sylvester, Chief Financial Officer](#)

[Effective:](#)

~~Florida City Gas~~
Issued by: [Jeffrey Sylvester, Chief Operating Officer](#)
[Florida City Gas](#)

Effective: December 01, 2023

Florida City Gas

Florida City Gas

Original Vehicle Gas Tariff

First Revised Sheet No. 13
Original Sheet No. 6.401

~~The service charge for each returned check shall be determined in accordance with section 68.065, Florida Statutes. Payment of the full amount of the dishonored payment, plus a service charge of \$25 if the face value does not exceed \$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5 percent of the face amount of the dishonored instrument, whichever is greater.~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

Florida City Gas

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

~~Florida City Gas~~

RULES AND REGULATIONS (Continued)

11. OTHER CHARGES

The following charges relating to Customer accounts will apply:

Change of account	\$20.00
Bill collection in lieu of disconnection	\$25.00
(outside of normal business hours)	\$32.00
Meter read outside normal schedule	\$15.00
(outside of normal business hours)	\$22.00

12. Temporary Disconnection of Service—Customer Request

A charge of \$35.00 for Residential and Non-Residential service will be made on the Customer's next bill when the Customer requests a Temporary Disconnection of Service. If service is performed, at Customer request, outside of normal business hours the charges shall be \$45.00 for Residential and Non-Residential service.

13. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER

The Company may temporarily shut off the supply of gas to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency. In addition the PSC Rule 25-7.089, Refusal or Discontinuance of Service by Utility, as follows, shall apply:

(1) Until adequate facilities can be provided a utility may refuse to serve an applicant if, in the best judgment of the utility, it does not have adequate facilities or supply of gas to render the service applied for, or if the service is of a character that is likely to affect unfavorably service to other Customer.

(2) If the utility refuses service for any reason specified in this subsection, the utility shall notify the applicant for service as soon as practicable, pursuant to subsection (5), of the reason for refusal of service. If the utility will discontinue service, the utility shall notify the Customer at least 5 working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the utility's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The 5-day notice provision does not apply to paragraphs (h), (i) or (j). In all instances involving refusal or discontinuance of service the utility shall advise in its notice that persons dissatisfied with the utility's decision to refuse or discontinue service may register their complaint with the utility's Customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552 which is a toll free number. As applicable, each utility may refuse or discontinue service under the following conditions:

RULES AND REGULATIONS (Continued)- CONTINUED

13. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER (Continued)

Q. GAS CURTAILMENT

- ~~(a) For non-compliance with or violation of any State or municipal law or regulation governing gas service.~~
- ~~(b) For failure or refusal of the Customer to correct any deficiencies or defects in his piping or appliances which are reported to him by the utility.~~
- ~~(c) For the use of gas for any other property or purpose than that described in the application.~~
- ~~(d) For failure or refusal to provide adequate space for the meter and service equipment of the utility.~~
- ~~(e) For failure or refusal to provide the utility with a deposit to insure payment of bills in accordance with the utility's regulations provided that written notice, separate and apart from any bill for service, be given the Customer.~~

1. During periods of supply shortages, operational constraints or Force Majeure events the Company may implement the terms of its Gas Curtailment Plan. The purpose of this plan is to preserve the ability to continue to provide essential gas services to the broadest base of Customers given limited gas supply and/or delivery capacity. Any Unauthorized Gas Use will be governed by the terms stated in the Unauthorized Gas Use section of this tariff. If a Customer notifies the Company that they have a medical necessity requiring gas use the Company will endeavor to provide adequate notice of any curtailments.

- ~~(f) For neglect or refusal to provide reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility provided that written notice, separate and apart from any bill for service, be given the Customer.~~
- ~~(g) For non-payment of bills or noncompliance with the utility's rules and regulations, and only after there has been a diligent attempt to have the Customer comply, including 5 working days' written notice to the Customer, such notice being separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the utility's business office is open and the U.S. Mail is delivered. Upon request of the Customer, the utility shall give a copy of the notice of discontinuance to a designated third party in the service area of the utility. A utility shall not, however, refuse or~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Florida City Gas
Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas~~

Effective: December 01, 2023

~~discontinue service for non-payment of a dishonored check service charge imposed by the utility.~~

~~(h) Without notice in the event of a condition known to the utility to be hazardous.~~

~~(i) Without notice in the event of tampering with regulators, valves, meters or other facilities furnished and owned by the utility.~~

~~(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility, before restoring service, may require the Customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.~~

RULES AND REGULATIONS (Continued)- CONTINUED

~~13. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER
(Continued)~~

R. UNAUTHORIZED USE

~~(3) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.~~

~~(4) When service has been discontinued for proper cause, the utility may charge a reasonable fee to defray cost of restoring service provided such charge is set out in its approved tariff on file with the Commission.~~

~~(5) In case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or Customer in writing of the reason for such refusal or discontinuance.~~

1. Unauthorized Gas Use includes, but is not limited to, any volume of gas taken by Customer in excess of its Demand Charge Quantity requirement as set forth in its Service Agreement with Company or the quantity of gas allowed by the Company on any day as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or by the Florida Public Service Commission of the State of Florida or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Company.

2. The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

~~(6) If the Company has reasonable evidence that there is or may be a danger from the Customer or any occupant and/or invitee of the Customer's Premises to Company personnel or agents who might be called to said Premises in the course of their duties with the Company, including but not limited to any direct or implied threats against the Company or its personnel or agents from said Customer or occupant and/or invitee.~~

~~(7) The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or Customer.~~

~~(a) Delinquency in payment for service by a previous occupant of the premises unless the current applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer will receive benefit from such service.~~

3. If a Customer uses gas after having been notified that gas is not available or, if applicable,

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

Effective: December 01, 2023

~~Florida City Gas~~

uses gas in excess of the Demand Charge Quantity or requirements as established in the Service Agreement, then Unauthorized Gas Use charges shall apply to those amounts. Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Rate Schedule, then Unauthorized Gas Use charges shall apply to the TPS.

~~(b) Failure to pay for appliances purchased from the utility.~~

4. All Unauthorized Gas Use charges shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price, for each day, for gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. However, this rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the Federal Energy Regulatory Commission approved gas tariffs of the interstate pipelines which deliver gas into Florida. This charge is in addition to all applicable taxes, charges and assessments of the applicable Rate Schedule.
5. Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service. Such payment for unauthorized use of gas shall not be deemed as giving Customer or TPS any rights to use such gas.

- (e) ~~water. Failure to pay for a different type of utility service, such as electricity or~~
~~(d) Failure to pay for a different class of service.~~
~~(e) Failure to pay the bill of another Customer as guarantor thereof.~~
~~(f) Failure to pay a dishonored check service charge imposed by the utility.~~
~~(8) No utility shall discontinue service to any noncommercial Customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day unless such discontinuance is at the request of the Customer or is necessary in the interest of safety. Holiday as used in this subsection shall mean New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.~~
~~(9) Each utility shall submit, as a tariff item, a procedure for discontinuance of service when that service is medically essential.~~

RULES AND REGULATIONS (Continued)- CONTINUED

13. RIGHT TO SUSPEND OR DISCONTINUE SERVICE TO A CUSTOMER (Continued)

~~Failure of Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.~~

S. EQUIPMENT FINANCING

~~When service has been discontinued for any of the reasons set forth in the Tariff, the Company shall not be required to restore service until the Customer has paid the applicable charges to the Company required for service restoration.~~

14. EXTENSION OF FACILITIES

~~A. Free Extensions of Mains and Services: The maximum capital investment required to be made by the Company for main and service facilities without cost to the Customer shall be defined as the Maximum Allowable Construction Cost ("MACC"). The MACC shall equal six times the annual Margin Revenues estimated to be derived from the facilities. However, Customers initially served under the Residential Standby Generator Service ("RSG") and Commercial Standby Generator Service ("CSG") Rate Schedules shall not be eligible for extension allowances, even if additional load is added at a later date, but such Customers may be eligible to receive refunds of amounts paid to the Company for extensions under B.(2)below.~~

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

- ~~1. If the Company agrees to provide the necessary gas conversion, compression, or RNG equipment to be owned and maintained by the Customer, an agreement as to terms and conditions governing recovery of the costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred, including carrying cost at the Company's overall cost of capital, in providing such equipment. At such time when the Company has recovered its costs of providing such equipment the ongoing gas deliveries shall be billed at rates stated in the Customers applicable Rate Schedule.~~

~~(1) At the end of the first year following construction, the Company shall refund to the person paying the ATC or their assigns an amount equal to the excess, if any, of the MACC as recalculated using actual gas~~

~~[Link-to-previous setting changed from off in original to on in modified.]~~

~~Issued by: Jeffrey Sylvester, Chief Financial Officer~~

~~Effective:~~

~~Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas~~

~~Effective: December 01, 2023~~

~~revenues, less the actual cost of gas, over the estimated MACG used to determine the amount of the ATC.~~

~~(2) For each additional Customer taking service at any point on the extension within a period of five (5) years from date of construction, the Company shall refund to the person paying the ATC or their assigns an amount by which the MACG for the new Customer exceeds the cost of connecting the Customer, provided that an additional main extension shall have not been necessary to serve the additional Customer.~~

~~(3) The aggregate refund to any Customer made through the provisions of (a) and (b) above shall at no time exceed the original ATC of such Customer.~~

~~(4) The extension shall at all times be the property of the Company and any un-refunded portion of the ATC at the end of five (5) years shall be credited to the plant account of the Company.~~

~~(5) The Company may require a commitment by a Customer to take or pay for a minimum volume of gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level that exceeds the volume amount used to calculate the MACG for the Customer, nor will the volume commitment term exceed six (6) years.~~

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

Florida City Gas

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

RULES AND REGULATIONS (Continued) - CONTINUED

14. EXTENSION OF FACILITIES (Continued)

~~C. Area Extension Program Charge: Notwithstanding the provisions of Sections A and B when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge ("AEP"). The Company, in its sole discretion, may require this charge when:~~

~~(1) The cost of the project facilities required to provide service through the area is greater than the aggregate MACG for the Customers to be served; and~~

~~(2) The Company reasonably forecasts Margin Revenues plus the AEP during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities.~~

~~The AEP, which shall be stated on a per therm basis, shall apply with respect to all gas sold or transported to Company Customers located within the applicable discrete geographic area during the Amortization Period.~~

~~The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to Customers within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital.~~

~~AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACG. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected Customers for amounts over collected, if any.~~

~~Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. Further reassessments shall be performed by the Company following the fifth, seventh and ninth anniversary of the date when the project facilities were originally placed in service. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.~~

RULES AND REGULATIONS (Continued)

14. EXTENSION OF FACILITIES (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 AEP.~~

~~The length of the Amortization Period may be modified upon the specific approval of the Florida Public Service Commission.~~

D. General

~~The Company will own control and maintain all service pipes, regulators, vents, meters, meter connections, valves and other appurtenances from the main to the outlet side of the meter.~~

~~The extension of facilities provisions shall not require the Company to extend its mains across private property or in streets that are not at established grade; nor prohibit the Company from making extensions of mains of greater length than required herein.~~

~~15.~~ T. TRANSPORTATION ~~-SPECIAL CONDITIONS~~ SERVICE

1. ~~A.~~ A Transportation Service Agreement or other means of enrollment accepted by the Company is a condition precedent for Transportation Service under each applicable Rate Schedule, the initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.

2. ~~B.~~ The usage charges in the Rate Schedules shall be based upon actual or estimated consumption as determined by the Company, not by Third Party Supplier deliveries.

a. ~~C.~~ Nominations and Transportation of Gas

The Customer's Third Party Supplier ("TPS") shall nominate on behalf of its Customers the total monthly requirements for that billing month. The TPS is responsible for making arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier. The gas transported under this Rate Schedule is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with its Gas Curtailment Plan.

b. ~~D.~~ Indemnification

As between Company and Customer, the Customer or its Third Party Supplier warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

3. ~~E.~~ Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver gas on behalf of its Customers, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide gas supplies to Customers that contract for gas supply from a TPS. In the event that a Customer seeks to purchase gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company ~~may require~~ may require.

RULES AND REGULATIONS - CONTINUED

4. ~~F.~~ Balancing Receipts and Deliveries

Third Party Suppliers will be billed for all their Customers' balancing and other transportation related charges, as set forth in the TPS Rate Schedule, determined by the Company to be billable to a TPS on behalf of their Customers. If there are any unpaid charges the TPS'

Customers shall be individually responsible for any portion attributable to their individual action and/or for their ~~prorate~~pro-rata share as follows: The Company will first determine individual Customer charges, if any, and second prorate charges based on allocating the

RULES AND REGULATIONS (Continued)

15. TRANSPORTATION – SPECIAL CONDITIONS (Continued)

F. Balancing Receipts and Deliveries (Continued)

amount of TPS gas received, if any, in the following priority; first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV, followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers. Each Customer in a Rate Schedule that does not receive gas supply to meet the entire Rate Schedule requirements will receive a ~~prorata~~pro-rata charge based on their percentage of gas consumed, as estimated or measured on the meter reading date following the incurrence of imbalance charges, to the total of their Rate Schedule for the period that charges apply.

5. G. Transportation Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer as follows:

- a. ~~(1)~~ If, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
- b. ~~(2)~~ In the event Company is notified by its delivering pipeline pursuant to the Federal Energy Regulatory Commission approved curtailment plans or provision of its tariff to interrupt or curtail deliveries for uses of the same type or category as Customer's use of gas hereunder; or
- c. ~~(3)~~ When necessary to maintain the operational reliability of Company's system.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use

RULES AND REGULATIONS - CONTINUED

6. H. Facilities

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under each applicable Rate Schedule. If in Company's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, ~~then Company~~then Company shall notify Customer of the estimated costs of such facilities, including electronic measurement equipment, shall, subject to the receipt and acceptance of any necessary ~~regulatory approval~~regulatory approval, be constructed, acquired or expanded by

~~Florida City Gas~~

~~FPSC Natural Gas Tariff~~

Company in accordance with the terms of ~~the executed~~the executed Service Agreement.

RULES AND REGULATIONS (Continued)

15. TRANSPORTATION – SPECIAL CONDITIONS (Continued)
H. Facilities (Continued)

Prior to the initial receipt of service hereunder, unless agreed otherwise, Customer shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities which are constructed, acquired, or expanded by Company to receive or deliver Customer's gas.

All facilities required to provide service under each applicable Rate Schedule shall be designed, constructed, installed, operated, and owned by Company, unless otherwise agreed to by Company.

Company's execution of a Transportation Service Agreement under each applicable Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

7. ~~H.~~ Designated Pools

- a. This section designates the Pools that have been adopted for the Company's service territory in order to facilitate the operation of the Company's system.

Basic Pools result from the physical characteristics of the Company's system and the location of the delivery points of the interstate pipeline companies.

RULES AND REGULATIONS - CONTINUED

The Company's service territory is composed of two Primary Pools, each of which is composed of one or more Basic Pools:

- i. ~~(a)~~ Brevard
- ii. ~~(b)~~ Miami-Dade
- b. Determination of the Demand Charge Quantity ("DCQ")

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty- six month historic period ending March 31st of each year.

RULES AND REGULATIONS - CONTINUED

c. Determination of the Average Daily Delivery Quantity ("ADDQ")

The ADDQ for each Customer without an AMR device will be calculated by the Company by dividing the Customer's usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer's ADDQ at any time, due to changes in Customer's equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer's gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month on the Company's EBB, or other means as determined by the Company. If TPS does not agree with Company's determination of TPS's aggregate ADDQ, it must notify the Company in writing within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

8. ~~J~~-Allocation, Assignment, of Capacity and ~~SupplyAssets~~Supply Assets

This section sets forth the method and provisions by which the Company will allocate, on an equal access, nondiscriminatory basis, the Company's Interstate Pipeline Capacity to a Third Party Supplier based upon the Average Daily Delivery Quantity ("ADDQ") and Demand Charge Quantity ("DCQ") of the Transportation Customers served by the Third Party Shipper.

The portion of the Company's Interstate Pipeline Capacity not associated with premises served by Third Party Supplier will remain with the Company. The Company will hold the capacity

required to service its Customers on a Design Day plus a reserve margin not to be less than 5%. The Company will post on the Electronic Bulletin Board (“EBB”) each allocation of the Company’s Interstate Pipeline Capacity to a Third Party Supplier for viewing only by such Third Party Shipper. Until the Company has sufficient Interstate Pipeline Capacity to satisfy 100% of its Sales and Essential Use Customers throughput the Company may opt to not release capacity to Third Party Suppliers. Once adequate capacity is obtained to meet the Sales and Essential Use Customers’ needs, capacity releases will be prioritized based upon Customer groups. The Company will first release Interstate Pipeline Capacity to service Cycle Read Customers (ADDQ) based upon Third Party Supplier market share.

RULES AND REGULATIONS ~~(Continued)~~ - CONTINUED

15. TRANSPORTATION – SPECIAL CONDITIONS (Continued)

The remaining Interstate Capacity will then be released to service Daily Read Customers (DCQ) that are identified as Essential Use based upon Third Party Supplier market share. Any remaining Interstate Pipeline Capacity will then be released to service Daily Read Customers that are not identified as Essential Use based upon Third Party Supplier market share.

Each month the Company will calculate market share for each Third Party Supplier based upon the sum of the ADDQ and DCQ of premises served by each Third Party Supplier. Each month the Company will make capacity allocations to each Third Party Supplier based upon ~~their~~market~~their~~market share as calculated on the twentieth (20th) calendar day of the preceding month. The Company will post on the EBB on the twentieth (20th) calendar day of the preceding month, the total Interstate Pipeline Capacity that a Third Party Supplier is allocated for viewing only by ~~such Third~~such Third Party Shipper.

The rate for Interstate Pipeline Capacity will be the maximum rate stated in the applicable FERC Gas Tariff; provided, however, that if the proper regulatory approvals have been received, the rate for an assigned service will not exceed the rate charged to the Company as of the date of the assignment. Assignments will have a term of one calendar month and will be made and become effective on the first day of such month.

The Company will, when possible, provide firm gas delivery service to Sales Customers who were Transportation Customers. However, if sufficient interstate pipeline capacity is not available, those Customers may not receive firm gas delivery service.

All capacity charges associated with release of Interstate Capacity to Third Party Suppliers will be billed directly to the Third Party Supplier by the pipeline company.

9. ~~K~~-Recall of Released Capacity

The Company, at its sole discretion, has the right to recall Interstate Pipeline Capacity from Third Party Suppliers if:

- a.** ~~(a)~~ A determination by the Company, in a Force Majeure event to recall capacity in order to maintain the operational integrity of the system;
- b.** ~~(b)~~ A Third Party Supplier's failure to meet the security requirements of this Tariff or meet its responsibilities as a replacement shipper on the Pipeline;
- c.** ~~(c)~~ A filing of bankruptcy by ~~a Third~~a Third Party Supplier;
- d.** ~~(d)~~ A Third Party Supplier fails to meet system ~~delivery requirements~~delivery requirements;

RULES AND REGULATIONS - CONTINUED

- e. ~~(e)~~ An order of the State or Federal Commissions where recall would be necessary to comply with Commission orders;
 - f. ~~(f)~~ The Company, for any reason, determines that recall is necessary to maintain the operational integrity of the system
-

RULES AND REGULATIONS (Continued)

15. TRANSPORTATION – SPECIAL CONDITIONS (Continued)

10. L. Disposition of Recalled Capacity

Capacity recalled to the above section, shall be re-released as follows:

In the case of Interstate Pipeline Capacity is recalled, the Company will re-release the recalled Interstate Pipeline Capacity to all Third Party Suppliers promptly.

11. M. Limitations on Released Capacity

The Interstate Pipeline Capacity being released to Third Party Suppliers under the provisions of this tariff was obtained for the purpose of making gas available to Customers in Florida. It is being released to Third Party Suppliers for the same purpose. Accordingly, in ~~addition to~~ addition to any other limitations on the released capacity that may apply, and as a condition for receiving the released capacity, Third Party Suppliers must comply with the following limitations on the use ~~of released~~ of released capacity.

Any agreement to trade, assign, sell, or otherwise re-release the released capacity shall include the right of FCG to recall the capacity under Section K.

In the event that a Third Party Shipper sells, trades, or otherwise transfers all or part of the Third Party Supplier's Customer base to another Third Party Supplier, it shall also release to the other Third Party Supplier an equal percentage of its released Interstate Pipeline Capacity;

Any agreement to trade, assign, sell, or otherwise re-release the released Interstate Pipeline Capacity shall include the right of Third Party Supplier to recall the capacity if the ~~capacity is~~ capacity is necessary to provide service to the Third Party Suppliers' Customers.

16. FORCE MAJEURE

~~Neither Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, or software, line freezups, temporary failure of gas supply, temporary failure of firm transportation arrangements or curtailments, the binding order of any court or governmental authority which has been resisted in good faith by reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within~~

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

Effective: December 01, 2023

Florida City Gas

~~the control of the party claiming suspension and which by the exercise of reasonable diligence such party is unable to prevent or overcome.~~

~~Such causes or contingencies affecting the performance by the Company, Third Party Supplier or Customer, however, shall not relieve it of liability in the event of its concurrent negligence, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.~~

~~*[Link-to-previous setting changed from off in original to on in modified.]*~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

~~Florida City Gas~~

INDEX OF RATE SCHEDULES

<u>CUSTOMER RATE SCHEDULES</u>	<u>7.100</u>
<u>RESIDENTIAL SERVICE – (RS)</u>	<u>7.100</u>
<u>RESIDENTIAL STANDBY GENERATOR SERVICE – (RSG)</u>	<u>7.101</u>
<u>GENERAL SERVICE - 1 – (GS-1)</u>	<u>7.102</u>
<u>GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)</u>	<u>7.104</u>
<u>GENERAL SERVICE - 2 - 10K – (GS-2 – 10K)</u>	<u>7.106</u>
<u>GENERAL TRANSPORTATION SERVICE – 2 - 10K – (GTS-2 – 10K)</u>	<u>7.108</u>
<u>GENERAL SERVICE – 3 - 50K – (GS-3 – 50K)</u>	<u>7.110</u>
<u>GENERAL TRANSPORTATION SERVICE – 3 - 50K – (GTS-3 – 50K)</u>	<u>7.112</u>
<u>GENERAL SERVICE – 4 - 120K – (GS-4 – 120K)</u>	<u>7.114</u>
<u>GENERAL TRANSPORTATION SERVICE – 4 - 120K – (GTS-4 – 120K)</u>	<u>7.116</u>
<u>GENERAL SERVICE – 5 - 1250K – (GS-5 – 1250K)</u>	<u>7.118</u>
<u>GENERAL TRANSPORTATION SERVICE - 5 - 1250K – (GTS-5 – 1250K)</u>	<u>7.120</u>
<u>GENERAL SERVICE - 6 - 11M – (GS-6 – 11M)</u>	<u>7.122</u>
<u>GENERAL TRANSPORTATION SERVICE - 6 - 11M – (GTS-6 – 11M)</u>	<u>7.124</u>
<u>GENERAL SERVICE - 7 - 25M – (GS-7 – 25M)</u>	<u>7.126</u>
<u>GENERAL TRANSPORTATION SERVICE - 7 - 25M – (GTS-7 – 25M)</u>	<u>7.128</u>
<u>COMMERCIAL STANDBY GENERATOR SERVICE – (COM-SG)</u>	<u>7.130</u>
<u>COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-SGT)</u>	<u>7.131</u>
<u>FLEXIBLE GAS SERVICE – (FGS)</u>	<u>7.133</u>
<u>CONTRACT DEMAND SERVICE – (KDS)</u>	<u>7.136</u>
<u>LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE- CTS)</u>	<u>7.139</u>
<u>ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS)</u>	<u>7.142</u>
<u>OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)</u>	<u>7.145</u>
<u>RENEWABLE NATURAL GAS SERVICE – (RNGS)</u>	<u>7.200</u>
<u>THIRD PARTY SUPPLIER RATE SCHEDULES</u>	<u>7.203</u>
<u>THIRD PARTY SUPPLIER SERVICE – (TPS)</u>	<u>7.203</u>
<u>TRANSPORTATION SUPPLY SERVICE – (TSS)</u>	<u>7.211</u>
<u>OPERATIONAL BALANCING ACCOUNT</u>	<u>7.212</u>
<u>CUSTOMER RIDERS</u>	<u>7.300</u>
<u>AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)</u>	<u>7.300</u>
<u>BILLING ADJUSTMENTS</u>	<u>7.400</u>
<u>COMPETITIVE RATE ADJUSTMENT</u>	<u>7.400</u>
<u>ENERGY CONSERVATION COST RECOVERY</u>	<u>7.402</u>
<u>SAFETY, ACCESS AND FACILITY ENHANCEMENT (SAFE)</u>	<u>7.403</u>
<u>RULES TAXES AND REGULATIONS (Continued)</u>	<u>7.408</u>
<u>17. GAS CURTAILMENT PLAN</u>	
<u>PURCHASED GAS COST RECOVERY FACTOR</u>	<u>7.409</u>
<u>NATURAL GAS FACILITIES RELOCATION COST RECOVERY CLAUSE (NGFRCRC)</u>	<u>7.410</u>
<u>SWING SERVICE RIDER</u>	<u>7.412</u>

~~During periods of supply shortages, operational constraints or Force Majeure events the Company may implement the terms of its Gas Curtailment Plan. The purpose of this plan is to preserve the ability to continue to provide essential gas services to the broadest base of Customers given limited gas supply and/or delivery capacity. Any Unauthorized Gas Use will be governed by the terms stated in the Unauthorized Gas Use section of this tariff. If a Customer notifies the Company that they have a medical necessity requiring gas use the Company will endeavor to provide adequate notice of any curtailments.~~

SHIPPER OF LAST RESORT

7.413

~~18. UNAUTHORIZED GAS~~RESERVED FOR FUTURE USE

7.414

~~Unauthorized Gas Use includes, but is not limited to, any volume of gas taken by Customer in excess of its Demand Charge Quantity requirement as set forth in its Service Agreement with Company or the quantity of gas allowed by the Company on any day as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or by the Florida Public Service Commission of the State of Florida or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Company.~~

~~The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.~~

~~If a Customer uses gas after having been notified that gas is not available or, if applicable, uses gas in excess of the Demand Charge Quantity or requirements as established in the Service Agreement, then Unauthorized Gas Use charges shall apply to those amounts. Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Rate Schedule, then Unauthorized Gas Use charges shall apply to the TPS.~~

~~All Unauthorized Gas Use charges shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price, for each day, for gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. However, this rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the Federal Energy Regulatory Commission approved gas tariffs of the interstate pipelines which deliver gas into Florida. This charge is in addition to all applicable taxes, charges and assessments of the applicable Rate Schedule.~~

~~Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service. Such payment for unauthorized use of gas shall not be deemed as giving Customer or TPS any rights to use such gas.~~

RATE SCHEDULES
RESIDENTIAL SERVICE – (RS)

Availability:

Available throughout the Service Area of the Company.

RULES AND REGULATIONS (Continued)

19. EQUIPMENT FINANCING

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

20. TAXES AND OTHER ADJUSTMENTS

Applicability:

Applicable to Residential Service excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator.

~~There will be added to all bills rendered all applicable local utility and franchise taxes, State sales taxes and gross receipts tax presently assessed by governmental authority, as well as any future changes or new assessments by any governmental authority subsequent to the date of any Rate Schedule. All such assessments as described above shall be shown on Customer bills.~~

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

21. BUDGET BILLING PLAN

~~Available to any Residential Customer as defined under the Technical Terms and Abbreviations of this tariff. A Customer may elect to enroll in the Company's Budget Billing Plan to help stabilize their monthly payments. To qualify for the Budget Billing Plan, a Customer must be a year-round Customer and have no balance owing when beginning the plan. Following a Customer's request to participate in the Budget Billing Plan the Company shall have 45 days in which to~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Florida City Gas

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

~~Effective: December 01, 2023~~

~~determine the Customer's eligibility and process an enrollment to initiate billing under the plan.~~

Monthly Rate

Customer Charge:

\$36.50 per Meter per Month

Non-Fuel Energy Charge:

\$0.91502 per Therm

~~If a Customer requests the Budget Billing Plan, the initial budgeted payment amount will be based on the average of the previous 12 months usage normalized for weather applied to the then current or Company projected billing rates, and shall include any regulatory fees or taxes applicable to the Customer. If the Customer has not received Gas Service from the Company for the preceding 12 months, the Company will use the best information available to calculate the initial monthly payment amount. The total deferred debit or credit balance will be shown on the Customer's bill.~~

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

~~The Company reviews all budget payments and resets them annually on or about August of each year. On such recalculation, one-twelfth of any debit or credit deferred balance will be added to the following year's recalculated budgeted monthly payment amount. However, a Customer may request a payment of a credit balance in which case the recalculated amount will be adjusted to reflect the removal of the credit balance. In addition, the Company also performs a semi-annual review and may adjust the budget payment if it varies by more than \$5.00 or 10% whichever is less.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RESIDENTIAL STANDBY GENERATOR SERVICE – (RSG)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to Residential Service classification where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge:

\$54.27 per Meter per Month

Non-Fuel Energy Charge:

\$0.91502 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.
3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~ ~~Effective: December 01, 2023~~
~~Florida City Gas~~

GENERAL SERVICE - 1 – (GS-1)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than or equal to 9,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

Not applicable.

Monthly Rate:

Customer Charge:

\$85.00 per Meter per Month

Non-Fuel Energy Charge:

\$0.93355 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

GENERAL SERVICE – 1 – (GS-1) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

[Link-to-previous setting changed from off in original to on in modified.]

~~Florida City Gas~~

~~EPSC Natural Gas Tariff~~

~~Original Volume No. 12~~

Original Sheet No. 7.105

GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)

~~Volume No. 11
27~~

~~Original Sheet No.~~

~~RULES AND REGULATIONS (Continued)~~

~~The Company may also recalculate the payment quarterly if it determines that changes in Customer equipment or billing rates warrant. However, the Company may only begin charging such recalculated quarterly amounts on the Customer's next successive bill if the recalculated budgeted payment amount varies by 35% or more from the budgeted payment amount then in effect. Any balances outstanding at the time of a non-annual recalculation shall be included in such recalculation with the objective of achieving a net zero balance at the end of the program year.~~

~~A Customer's participation in the Budget Billing Plan will be continuous unless the Customer requests that participation in the plan be discontinued, or gas service has been terminated at the premise, or the Customer is delinquent in paying the budgeted payment amount, which may result in shut-off for non-payment and/or removal from the program. If a Customer no longer participates in the plan, the Customer shall pay any deferred debit balances with their next regular monthly bill, with any deferred credit balance being used to reduce the amount due from the next regular monthly bill. Upon termination from the plan, for any reason, any billed outstanding balance not paid by the next due date shall be considered past due and late payment fees shall apply. In addition, prior to plan termination, late payment fees shall apply to past due Budget Billing Plan payment amounts.~~

~~22. LIMITS OF COMPANY RESPONSIBILITIES~~

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

Availability:

Available throughout the Service Area of the Company.

~~Whenever the Company deems an emergency or system operating condition warrants interruption, curtailment or other limitation of the Gas Service being rendered, such interruption, curtailment or other limitation shall not constitute a breach of contract and shall not render the Company liable for damages suffered as a result of such interruption, curtailment or other~~

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

~~Florida City Gas~~

FCG MFR000222

[Link-to-previous setting changed from off in original to on in modified.]

~~Florida City Gas~~

~~EPSC Natural Gas Tariff~~

~~Original Volume No. 12~~

Original Sheet No. 7.106

~~limitation of Gas Service or excuse the Customer from continuing to fulfill its obligations to the Company.~~

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than or equal to 9,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable.

Monthly Rate

Customer Charge:

\$85.00 per Month

Transportation Charge:

\$0.93355 per Therm

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

GENERAL TRANSPORTATION SERVICE – 1 - (GTS-1) - CONTINUED

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

~~Florida City Gas~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

~~Florida City Gas~~

FCG MFR000223

[Link-to-previous setting changed from off in original to on in modified.]

Florida City Gas

EPSC Natural Gas Tariff

Original Volume No. 12

Original Sheet No. 7.107

Miscellaneous:

In ~~no~~the event shall the Company ~~be under any obligation to inspect the gas piping or appliances of a Customer. Where the Company has reason to believe the flues, gas piping or appliances do not comply with recognized requirements or code, the Company may refuse to supply gas to the Customer. However, the Company shall have no responsibility whatsoever for determining whether any local code or ordinance or any other government requirement is applicable.~~ agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

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

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

Florida City Gas

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

~~Effective: December 01, 2023~~

Florida City Gas

FCG MFR000224

RULES AND REGULATIONS (Continued)

23. LIMITATION OF DAMAGES

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

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

24. ACCESS TO PREMISES

~~The Customer shall grant to the Company without cost to the Company, all rights, easements, permits and privileges which in the Company's opinion are necessary for the rendering of service. The Customer will furnish to the Company, without charge, an acceptable location for the Company's meter and shall give Company employees and representatives access to the Customer's premise so that the Company may operate, inspect and maintain its facilities. Failure to grant access could result in disconnection of service.~~

25. Excess Flow Valves

~~Existing single family residential regardless of size, as well as multi-family residences and commercial Customers not using in excess of one thousand (1,000) standard cubic feet per hour (SCFH) per service, may request the Company to install an excess flow valve (EFV) or equivalent equipment, which appropriate equivalent will be determined in the Company's sole discretion, for the purpose of interrupting the flow of gas. The Customer shall reimburse the Company for the cost associate with installing an EFV (or equivalent equipment) when such installation is performed at the request of the Customer.~~

RESIDENTIAL GENERAL SERVICE - 12 - 10K - (RS-1GS-2 - 10K)

APPLICABILITY Availability:

~~Available throughout the~~ Service is available to Residential Customers using between 0 and 99 therms per year as determined by Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 10,000 and less than and equal to 49,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

CHARACTER OF SERVICE

~~A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.~~

Electronic Measurement Equipment:

~~*MONTHLY RATE~~ Not required.

Monthly Rate:

Customer Charge:

~~\$18.00~~ 155.00 per Meter per Month

~~Distribution~~ Non-Fuel Energy Charge, per therm:

~~\$0.67667~~ 0.83077 per Therm

Commodity Telemetry Maintenance Charge ~~Per Rider "A"~~ Not applicable

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.~~

MINIMUM BILL

Minimum Bill:

~~The minimum monthly bill shall be the~~ Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

SPECIAL CONDITIONS OF SERVICE

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-

7.413.

Terms and Conditions:

~~1. Application of~~Service under this rate schedule is subject to the ~~general~~Company's Rules and Regulations ~~of the~~
~~Company as they may be in effect from time to time and as filed with the regulatory authorities~~applicable to gas
service.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

GENERAL SERVICE – 2 - 10K – (GS-2 – 10K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

RESIDENTIAL GENERAL TRANSPORTATION SERVICE – ~~100 (RS-100) - 10K – (GTS-2 – 10K)~~

APPLICABILITY

Availability:

~~Available throughout the Service is available to Residential Customers using between 100 and 599 therms per year as determined by Area of~~ the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 10,000 and less than and equal to 49,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

CHARACTER OF SERVICE

~~A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

Electronic Measurement Equipment:

Not required.

***MONTHLY RATE**

Monthly Rate:

Customer Charge: \$~~19.00~~ 155.00 per Meter per Month
~~Distribution~~ Transportation Charge, ~~per therm:~~ \$~~0.57424~~ 0.83077 per Therm

Commodity Telemetry Maintenance Charge ~~Per Rider "A"~~ Not applicable

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.~~

MINIMUM BILL

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

SPECIAL CONDITIONS OF SERVICE

Terms and Conditions:

~~1. Application of Service under this rate schedule is subject to the general Company's Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities applicable to Transportation Service.~~

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

GENERAL TRANSPORTATION SERVICE – 2 - 10K – (GTS-2 – 10K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

RESIDENTIAL GENERAL SERVICE – 600 (RS 6003 - 50K – (GS-3 – 50K)

APPLICABILITY

Availability:

Available throughout the Service ~~is available to Residential Customers using 600 or more therms per year as determined by~~ Area of the Company.

CHARACTER OF SERVICE Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 50,000 and less than and equal to 119,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.
~~A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

~~*MONTHLY RATE~~

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge: ~~\$25.00~~ 600.00 per Meter per Month
~~Distribution~~ Non-Fuel Energy Charge, per therm: ~~\$0.70799~~ 0.73250 per Therm

Commodity Telemetry Maintenance Charge ~~Per Rider "A"~~ Not applicable

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.~~

~~MINIMUM BILL~~ Minimum Bill:

~~The minimum monthly bill shall be the~~ Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

~~TERMS OF PAYMENT~~

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

~~SPECIAL CONDITIONS OF SERVICE~~

Terms and Conditions:

1. ~~Application of~~ Service under this rate schedule is subject to the ~~general~~ Company's Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities applicable to gas service.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

2. Customer must contract for service on an annual basis.

GENERAL SERVICE – 13 - 50K – (GS 13 - 50K) – CONTINUED

APPLICABILITY

~~Service is available to Non-Residential Customers using between 0 and 5,999 therms per year as determined by the Company.~~

Miscellaneous:

~~In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.~~

CHARACTER OF SERVICE

~~A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

*MONTHLY RATE

<u>Customer Charge</u>	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Distribution Charge, per therm	\$31.00	\$31.00
Commodity Charge	\$0.57949	\$0.57949
	Per Rider "A"	Per TPS Agreement

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

MINIMUM BILL

GENERAL TRANSPORTATION SERVICE – 3 - 50K – (GTS-3 – 50K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 50,000 and less than and equal to 119,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:

\$600.00 per Meter per Month

Transportation Charge:

\$0.73250 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's

City Gate.

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

SPECIAL CONDITIONS OF SERVICE

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

~~1. Application of~~ Service under this rate schedule is subject to the ~~general~~ Company's Rules and Regulations ~~of the Company as they may be in effect from time to time and as filed with the regulatory authorities~~ applicable to Transportation Service.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

GENERAL TRANSPORTATION SERVICE – ~~1(GS-1)3 - 50K – (GTS-3 – 50K) - CONTINUED~~

(Continued)

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

- ~~1. See the Rules and Regulations for Transportation – Special Conditions for terms related to Customers taking Gas Supply from a TPS.~~
- ~~2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.~~

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – ~~6K4 - 120K~~ – (GS-4 – ~~6K~~ 120K)

APPLICABILITY

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

~~Service is available to Non-Residential Customers using between 6,000 and 24,999 therms per year as determined by the Company.~~

Availability:

Available throughout the Service Area of the Company.

CHARACTER OF SERVICEApplicability:

~~A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 120,000 and less than or equal to 1,249,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

*MONTHLY RATE

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Gas Supply from PGA Gas Supply from TPS

Monthly Rate:

Customer Charge: ~~\$44.00~~ ~~\$44.00~~ 750.00 per Meter per Month

Non-Fuel Energy Charge: \$0.36219 per Therm

Demand Charge \$0.92517 per Therm

~~Distribution Charge, per therm \$0.48722 \$0.48722~~

~~Commodity Charge Per Rider "A" Per TPS Agreement~~

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

Telemetry Maintenance Charge

Not applicable

MINIMUM BILL

~~The minimum monthly bill shall be the Customer Charge.~~

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

SPECIAL CONDITIONS OF SERVICE

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 4 - 120K – (GS-4 – 120K) - CONTINUED

Terms and Conditions:

1. ~~Application of Service under~~ this rate schedule is subject to the ~~general~~ Company's Rules and Regulations ~~of the Company as they may be in effect from time to time and as filed with the regulatory authorities~~ applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

~~GENERAL SERVICE – 6K (GS-6K)~~
(Continued)

~~SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)~~

~~1. See the Rules and Regulations for Transportation – Special Conditions for terms related to Customers taking Gas Supply from a TPS.~~

~~2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.~~

GENERAL TRANSPORTATION SERVICE – ~~25K (GS-25K)4 - 120K – (GTS-4 – 120K)~~

APPLICABILITY

~~Service is available to Non-Residential Customers using between 25,000 and 119,999 therms per year as determined by the Company.~~

Availability:

Available throughout the Service Area of the Company.

CHARACTER OF SERVICEApplicability:

~~A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 120,000 and less than or equal to 1,249,999 Therms annually.

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

*MONTHLY RATE

<u>Customer Charge</u>	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Distribution Charge, per therm	\$188.00	\$188.00
Commodity Charge	\$0.44046	\$0.44046
	Per Rider "A"	Per TPS Agreement

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

Monthly Rate:

MINIMUM BILL

~~The minimum monthly bill shall be the Customer Charge.:~~ \$750.00 per Meter per Month

Transportation Charge: \$0.36219 per Therm

Demand Charge \$0.92517 per Therm

TERMS OF PAYMENT

Issued by: Jeffrey Sylvester, Chief Operating Officer Effective: December 01, 2023
Florida City Gas

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

SPECIAL CONDITIONS OF SERVICE

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

~~1. Application of~~Service under this rate schedule is subject to the ~~general~~Company's Rules and Regulations ~~of the Company as they may be in effect from time to time and as filed with the regulatory authorities~~applicable to Transportation Service.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

~~GENERAL SERVICE – 25K (GS-25K)~~

~~(Continued)~~

~~SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)~~

~~1. See the Rules and Regulations for Transportation – Special Conditions for terms related to Customers taking Gas Supply from a TPS.~~

~~2. Customer's TPS shall deliver an Average Daily Delivery Quantity ("ADDQ"), as determined monthly by the Company.~~

GENERAL TRANSPORTATION SERVICE – 4-120K – (GSGTS-4 – 120K) - CONTINUED

APPLICABILITY ~~Miscellaneous:~~

~~Service is available to Non-Residential Customers using between 120,000 and 1,249,999 therms per year as determined by the Company.~~

~~In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.~~

CHARACTER OF SERVICE

~~A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$375.00	\$375.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.28336	\$0.28336
Commodity Charge	Per Rider "A"	Per TPS Agreement

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

~~The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.~~

~~The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.~~

GENERAL SERVICE – ~~120K5 - 1250K~~ – (GS-~~5~~ – ~~120K~~ 1250K)

(Continued)

Availability:

Available throughout the Service Area of the Company.

~~DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ): (continued)~~

~~At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty-six month historic period ending March 31st of each year.~~

~~MINIMUM BILL~~

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 1,250,000 and less than or equal to 10,999,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge: \$1,250.00 per Meter per Month

Non-Fuel Energy Charge: \$0.14125 per Therm

Demand Charge: \$0.92517 per Therm

Telemetry Maintenance Charge: Not applicable

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge ~~and~~ plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying ~~therms~~ Therms specified in this Rate Schedule and the annual usage of the Customer.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERM OF CONTRACT

~~The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

SPECIAL CONDITIONS OF SERVICE

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 5 - 1250K – (GS-5 – 1250K) - CONTINUED

Terms and Conditions:

1. ~~Application of~~ Service under this rate schedule is subject to the ~~general~~ Company's Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities applicable to gas service.
2. Customer must contract for service on an annual basis.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

~~3. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for all Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.~~

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS(TPS)

1. ~~See the Rules and Regulations for Transportation—Special Conditions~~ for terms related to Customers taking Gas Supply from a TPS.

GENERAL TRANSPORTATION SERVICE - ~~1,250K (GS-1,250K)~~ 5 - 1250K - (GTS-5 - 1250K)

APPLICABILITY

Service is available to Non-Residential Customers using between 1,250,000 and 10,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE Availability:

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

Available throughout the Service Area of the Company.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$625.00	\$625.00
Demand Charge, per DCQ	\$0.719	\$0.719

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

Florida City Gas

FPSC Natural Gas Tariff

Volume No. 11

Third Revised Sheet No. 40

Cancels Second Revised Sheet No. 40

Distribution Charge, per therm	\$0.14073	\$0.14073
Commodity Charge	Per Rider "A"	Per TPS Agreement

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 1,250,000 and less than or equal to 10,999,999 Therms annually.

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

~~DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)~~

~~The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.~~

Monthly Rate:

Customer Charge: \$1,250.00 per Meter per Month

Transportation Charge: \$0.14125 per Therm

Demand Charge: \$0.92517 per Therm

~~The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.~~

Telemetry Maintenance Charge:

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Terms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

GENERAL TRANSPORTATION SERVICE – 5 - 1250K– (GTS-5 – 1250K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - ~~1,250K6 - 11M~~ (GS-~~6~~ - ~~1,250K~~ 11M)

(Continued)

Availability:

Available throughout the Service Area of the Company.

~~DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)~~

~~At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty-six month historic period ending March 31st of each year.~~

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 11,000,000 and less than or equal to 24,999,999 Therms annually.

~~MINIMUM BILL~~

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

<u>Customer Charge:</u>	<u>\$2,500.00 per Meter per Month</u>
<u>Non-Fuel Energy Charge:</u>	<u>\$0.10358 per Therm</u>
<u>Demand Charge:</u>	<u>\$0.92517 per Therm</u>

Telemetry Maintenance Charge:

Not applicable

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge ~~and~~ plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying ~~therms~~ Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

TERM OF CONTRACT

~~The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

SPECIAL CONDITIONS OF SERVICE

GENERAL SERVICE – 6 - 11M – (GS-6 – 11M) - CONTINUED

Terms and Conditions:

- ~~1. Application of Service under~~ this rate schedule is subject to the ~~general~~ Company's Rules and Regulations ~~of the Company as they may be in effect from time to time and as filed with the regulatory authorities~~ applicable to gas service.
2. Customer must contract for service on an annual basis.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its

Florida City Gas

costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

~~3. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for all Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.~~

~~SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)~~

~~See the Rules and Regulations for Transportation – Special Conditions for terms related to Customers taking Gas Supply from a TPS.~~

Issued by: Jeffrey Sylvester, Chief Operating Officer Effective: December 01, 2023

SERVICE - 6 - 11M - (~~GS~~GTS-6 - 11M)

APPLICABILITY

~~Service is available to Non-Residential Customers using between 11,000,000 and 24,999,999 therms per year as determined by the Company.~~

CHARACTER OF SERVICE Availability:

~~A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.~~

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 11,000,000 and less than or equal to 24,999,999 Therms annually.

*MONTHLY RATE

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Gas Supply from PGA Gas Supply from TPS

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge: \$1,250.00 \$1,250.00 2,500.00 per Meter per Month

Transportation Charge: \$0.10358 per Therm

Demand Charge, per DCQ: \$0.749 \$0.749 0.92517 per Therm

Distribution Charge, per therm \$0.10320 \$0.10320

Commodity Charge Per Rider "A" Per TPS Agreement

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.~~

Telemetry Maintenance Charge

Not applicable

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

Retainage: Up to 1.5% of deliveries tendered at Company's City Gate.

~~The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer Effective: December 01, 2023
Florida City Gas~~

Florida City Gas

FPSC Natural Gas Tariff

Second Revised Sheet No. 42

~~for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.~~

~~The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.~~

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Terms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

GENERAL TRANSPORTATION SERVICE – 6 - 11M – (GTS-6 – 11M) - CONTINUED

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - ~~11M7 - 25M~~ (GS-7 - ~~11M25M~~)

(Continued)

~~DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)~~

~~At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty-six month historic period ending March 31st of each year.~~

MINIMUM BILL

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 25,000,000 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge: \$5,000.00 per Meter per Month

Non-Fuel Energy Charge: \$0.05179 per Therm

Demand Charge: \$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge ~~and~~plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying ~~therms~~Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

TERM OF CONTRACT Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

~~The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.~~

SPECIAL CONDITIONS OF SERVICE

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 7 - 25M – (GS-7 – 25M) - CONTINUED

Terms and Conditions:

1. ~~Application of~~Service under this rate schedule is subject to the ~~general~~Company's Rules and Regulations ~~of the Company as they may be in effect from time to time and as filed with the regulatory authorities~~applicable to gas service.

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

2. Customer must contract for service on an annual basis.

~~3. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for all Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.~~

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

Florida City Gas

FPSC Natural Gas Tariff

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

See the Rules and Regulations for Transportation—Special Conditions for terms related to
Customers taking Gas Supply from a TPS.

GENERAL SERVICE – 25M (GS – 25M)

APPLICABILITY

Service is available to Non-Residential Customers using 25,000,000 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$2,500.00	\$2,500.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.05160	\$0.05160
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL TRANSPORTATION SERVICE - 7-25M = (~~GS~~GTS-7 – 25M)

(Continued)

~~DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)~~

Availability:

Available throughout the Service Area of the Company.

~~At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty six month historic period ending March 31st of each year.~~

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 25,000,000 Therms annually.

MINIMUM BILL

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge: \$5,000.00 per Meter per Month

Transportation Charge: \$0.05179 per Therm

Demand Charge: \$0.92517 per Therm

Telemetry Maintenance Charge: Not applicable

Retainage: Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge ~~and~~ plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the ~~Distribution~~ Transportation Charge hereunder to the difference between the annual minimum qualifying ~~therms~~ Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

~~TERMS OF PAYMENT~~

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

~~TERM OF CONTRACT~~

Terms and Conditions:

~~The initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.~~

~~SPECIAL CONDITIONS OF SERVICE~~

~~1. Application of Service under this rate schedule is subject to the ~~general~~ Company's Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities applicable to Transportation Service.~~

~~GENERAL TRANSPORTATION SERVICE – 7 - 25M – (GTS-7 – 25M) - CONTINUED~~

~~2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.~~

~~3. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for all Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.~~

Florida City Gas

SPECIAL CONDITIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS(TPS)

~~See the Rules and Regulations for Transportation—Special Conditions for terms related to
Customers taking Gas Supply from a TPS.~~

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

~~Issued by: Jeffrey Sylvester, Chief Operating Officer Effective: December 01, 2023~~

GAS LIGHTING SERVICE (GL)

AVAILABILITY

See "Limitations of Service" below.

APPLICABILITY

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

LIMITATIONS OF SERVICE

This Rate Schedule is closed and is restricted to Customers who were served prior to March 17, 1975.

*MONTHLY RATE

Distribution Charge	\$10.69 per lamp (\$0.59363 per therm X 18 therms)
---------------------	---

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. For the purpose of applying Riders or other billing adjustments usage of eighteen therms per lamp per month will be assumed.

MINIMUM BILL

The minimum monthly bill shall be the Monthly Rate.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

~~RESIDENTIAL~~COMMERCIAL STANDBY GENERATOR SERVICE = (~~RSG~~COM-SG)

APPLICABILITYAvailability:

Available throughout the Service Area of the Company.

~~Service is available to Residential Customers whose only gas usage is for a standby electric generator.~~

Applicability:

Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator and that uses less than 120,000 Therms annually.

CHARACTER OF SERVICE

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

~~A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.~~

Electronic Measurement Equipment:

Not required.

*MONTHLY RATE

Monthly Rate:

Customer Charge:

~~\$25.00~~231.58

Non-Fuel Energy Charge:

\$0.83077 per Therm

~~Distribution Charge: 0-14 therms~~

More than 14 therms
\$0.00000 per therm
\$0.57421 per therm

Minimum Bill:

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.~~

MINIMUM BILL

The ~~minimum monthly bill shall be the~~ Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

SPECIAL CONDITIONS OF SERVICE

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. ~~1.~~ Subject to ~~special condition~~ No. 3 below, a ~~customer~~ Customer receiving gas service under this rate schedule shall ~~remain~~ be obligated to remain on this schedule for ~~twelve (12-months)~~ Months. This ~~12-month~~ Month requirement shall be renewed at the end of each ~~12-month term unless the customer~~ twelve- Month period unless Customer terminates ~~the service in writing within 30 days before~~ at the end of ~~the term~~ any 12-Month period.
 2. ~~If the customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.~~
3. If ~~the customer~~ Customer installs an additional gas Gas appliance at the premise at which service is provided, ~~then the customer will~~ hereunder, Customer shall be transferred to ~~the applicable~~ an appropriate rate schedule ~~based on total therms~~.

~~4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.~~

COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (CSG COM-SGT)

APPLICABILITY Availability:

Available throughout the Service Area of the Company.

Applicability:

~~Service is available to Non-residential Customers whose only gas usage is for a standby~~ Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator with annual consumption of and that uses less than 120,000 therms Therms annually.

CHARACTER OF SERVICE

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

~~A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.~~

Electronic Measurement Equipment:

Not required.

*MONTHLY RATE

Monthly Rate:

Customer Charge: ~~\$36.00~~ 231.58
Transportation Charge: \$0.83077 per Therm

Telemetry Maintenance Charge

Not applicable

~~Distribution Charge: 0–26 therms \$0.00000 per therm
More than 26 therms \$0.57949 per therm~~

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.~~

MINIMUM BILL

Minimum Bill:

The ~~minimum monthly bill shall be the~~ Customer Charge plus Demand Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

SPECIAL CONDITIONS OF SERVICE

COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-SGT) -
CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. ~~1-~~ Subject to ~~special condition~~ No. 3 below, a Customer receiving gas service under this rate schedule shall ~~remain~~ be obligated to remain on this schedule for twelve (12-months) Months. This ~~12-month requirements~~ shall ~~Month requirement~~ shall be renewed at the end of each ~~12-month term~~ twelve-Month period unless ~~the~~ Customer terminates ~~the~~ service ~~in writing within 30 days before~~ at the end of ~~the term~~ any 12-Month period.

- ~~2. If the Customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.~~
- ~~3. If the Customer installs an additional gas Gas appliance at the premise at which service is provided, then the hereunder, Customer will~~ shall be transferred to ~~the applicable~~ an appropriate rate schedule ~~based on total terms.~~

- ~~4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.~~

~~NATURAL~~FLEXIBLE GAS ~~VEHICLE SERVICE-I(NGV-I)~~SERVICE – (FGS)

(CLOSED SCHEDULE)

APPLICABILITY

Objective:

The objective of this service classification is to enable the Company the opportunity to compete in markets where natural gas service is not a monopoly service.

This Tariff provides the Company with both the opportunity and risk to compete in these markets. It is designed to increase load by working with Customers with regard to the specific terms and conditions of service.

~~For gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers. NGV-I is only available to those Customers who are presently receiving this service as of August 13, 2013. Customers seeking such service after this date shall take service under the NGV-II terms of this Tariff.~~

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$31.00	\$31.00

Distribution Charge, per therm	\$0.23232	\$0.23232
Commodity Charge	Per Rider "A"	Per TPS Agreement

~~*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.~~

This Tariff places the Company's shareholders at risk, not the general body of ratepayers (see rate-making treatment).

MINIMUM BILL

~~The minimum monthly bill shall be the Customer Charge. In addition, a minimum annual charge, if applicable, shall be assessed by applying the applicable rates and adjustments hereunder to the difference between the minimum therms, if any, established per the Customer's Agreement and the Customers annual usage.~~

TERMS OF PAYMENT Applicability:

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.~~

This service is available at the Company's option to Customer(s) meeting the applicability standards, which include (1) the Customer must provide the Company with a viable economic energy alternative including verifiable documentation of Customer alternative and (2) the Company must demonstrate that this new Customer will not cause any additional cost to the Company's other rate classes. The Company is under no obligation to grant service under this Tariff. Absent a service agreement with the Company under this rate schedule, Customers are under no obligation to accept service under this rate schedule and may elect to receive service under other applicable Tariff rate schedules.

Terms of service under this rate schedule, including pressure, capital repayment, operating conditions and length of service are separately set forth in individual agreements between the Company and the Customers.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

~~1. See the Rules and Regulations for Transportation—Special Conditions for terms related to Customers taking Gas Supply from a TPS.~~

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

~~2. Automatic Meter Reading (AMR) equipment is required for transportation Customers served under this Rate Schedule using over 120,000 therms per year. See the Rules and Regulations for Metering for terms and conditions related to Amr's.~~

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer agree to utilize all reasonable and available measures to guard the confidentiality of said information, subject to requirements of courts and agencies having jurisdiction hereof.

NATURAL GAS VEHICLE SERVICE-II (NGV-II)

APPLICABILITY

~~For gas delivered to any Customer, including RNG delivered into the Company's system by any customer, for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers after August 13, 2013.~~

In the event either party is asked to provide the information by such a court or agency, it will promptly inform the other of the request, and will cooperate in defending and maintaining the

MONTHLY RATE

~~Service is available under any General Service (GS) Rate Schedule (GS-1 through GS-1250k) based on the Customer's terms per year as determined by the Company.~~

~~The charges, terms and conditions as provided under the applicable GS Rate Schedule shall apply, including all applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company, notwithstanding the Special Conditions sections below.~~

MONTHLY FACILITIES CHARGE WHEN COMPANY PROVIDES EQUIPMENT NECESSARY FOR NGV-II SERVICE

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

~~The Monthly Facilities Charge, if applicable, shall be equal to 1.6% multiplied by the Company's Gross Investment in facilities, as determined by the Company required to serve the Customer. As used here, Gross Investment means the total installed cost of the facilities as determined by the Company, which may include but are not limited to dryers, compressors, storage vessels, controls, piping, metering, dispensers, and any other related appurtenances including the necessary redundancy to provide for reliable service, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The 1.6% factor is subject to adjustment if the Customer makes a contribution in aid of construction. The adjusted factor will be as stated in the Company's standard agreement for service provided under this Rate Schedule. If the service is provided under a standard agreement to more than one Customer, the charges applicable to each Customer shall be as stated in the agreement with the individual Customer. The standard agreement may also require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee, such as a bond or letter of credit, and/or other provisions as determined appropriate by the Company.~~

1) COMPANY PROVIDED FACILITIES ON CUSTOMER PREMISES

~~If Company provides and maintains the necessary facilities for compression and dispensing of such gas for delivery to vehicles on the Customer's property, the following additional charge shall apply:~~

NATURAL GAS VEHICLE SERVICE II (NGV-II)

(Continued)

1) COMPANY PROVIDED FACILITIES ON CUSTOMER PREMISE (Continued)

Monthly Facilities Charge

~~The provision and maintenance of the facilities does not include the physical dispensing of compressed gas into vehicles, or the provision of electricity required to operate the facility. The physical dispensing of compressed gas into vehicles, the collection and remittance of any federal or state or local tax imposed on compressed gas dispensed for use as motor fuel, and the payment for electricity used to operate the facility shall be the responsibility of the Customer. A Company-provided facility could be a residential fueling station.~~

2) LIMITED ACCESS FACILITIES LOCATED ON COMPANY PREMISES

~~The Company may, under agreement with one or more Customers, provide and maintain, on the Company's premises, the necessary facilities for compression and dispensing of gas into motor vehicles. The Customer may elect to receive distribution service and purchase gas under any of the GS schedules, provided that the Customer would otherwise meet the requirement to be served under the provision of the rate schedule elected.~~

~~In addition to the distribution and gas charges as provided under the rate schedule elected by the Customer, the following charges shall apply:~~

a) Monthly Facilities Charge

~~The Monthly Facilities Charge, if applicable, shall be equal to 1.6% multiplied by the Company's Gross Investment in facilities, as determined by the Company required to serve the Customer. As used here, Gross Investment means the total installed cost of the facilities as determined by the Company, which may include but are not limited to dryers, compressors, storage vessels, controls, piping, metering, dispensers, and any other related appurtenances including the necessary redundancy to provide for reliable service and land and land rights, before any adjustment for accumulated depreciation, a contribution in aid of construction, etc. The 1.6% factor is subject to adjustment if the Customer makes a contribution in aid of construction. The adjusted factor will be as stated in the Company's standard agreement for service provided under this Rate Schedule. If the service is provided under a standard agreement to more than one Customer, the charges applicable to each Customer shall be as stated in the agreement with the individual Customer. The standard agreement may also require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee, such as a bond or letter of credit, and/or other provisions as determined appropriate by the Company.~~

b) Compressed Gas Dispensing Fee

~~The monthly dispensing fee shall recover all costs related to dispensing and be provided in the standard agreement.~~

NATURAL GAS VEHICLE SERVICE II (NGV-II)

(Confidentiality Continued)

2) LIMITED ACCESS FACILITIES LOCATED ON COMPANY PREMISES (Continued)
confidentiality of the information.

This provision shall not prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document.

e) Tax

~~The Company shall collect from the Customer and remit to the applicable authority any motor fuel tax on compressed gas.~~

~~Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company and specified in the agreement(s) with the Customer(s). The standard agreement may require a commitment to purchase service for a minimum period of time, take or pay for a minimum amount of service, a contribution in aid of construction, a guarantee (such as a bond) and/or other provisions as determined appropriate by the Company.~~

Rate-Making Treatment:

To the extent that the Company enters into Flexible Gas Service agreements with Customers, the Company is at risk for the capital investment necessary to serve the Flexible Gas Service Tariff Customers, not the general body of ratepayers.

3) PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY PREMISES

~~If the Company offers service to Customer from facilities located on the Company's premises only the following charges shall apply:~~

Rate Base:

In the case of providing service to a new Customer under this Tariff, the Company will identify the incremental capital costs, including construction work-in-progress, required to provide service to the Customer. In this instance, the Company will separately account for all such costs, excluding them from rate base.

~~Distribution and Dispensing: \$0.50 /Therm~~

~~Gas Cost: No lower than the monthly PGA~~

~~Taxes: Applicable motor fuel or other taxes applicable to compressed gas dispensed for motor fuel~~

Where the Customer is served from the Company's existing distribution system, a portion of the net book value of common distribution facilities, including Mains and measuring and regulating stations, reflecting the Customer's distance from the nearest point on an Interstate Gas Pipeline and the size of pipe required to serve that Customer's peak demand for Gas shall be removed from rate base.

~~The total charge, consisting of the Distribution and Dispensing charge, the Gas Cost, and Taxes, shall be as determined by the Company. However, the Gas Cost component of the charge shall not be less than the Purchased Gas Adjustment (PGA) and other adjustments, charges and/or credits determined to be applicable. In addition, the gas commodity component (total charge less the Distribution and Dispensing charge and applicable taxes) will be accounted for as~~

~~recovery of gas cost in the annual PGA docket. Other Riders of this Tariff will not be credited for such service.~~

~~Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company.~~

MINIMUM BILL

In the case of transferring an existing Customer to this Tariff, in addition to excluding all incremental capital costs and common distribution facilities from rate base, the net book value of Mains, Service Lines, and metering equipment that were specifically installed to serve the particular Customer shall be removed from rate base.

~~The minimum monthly bill shall be the minimum bill as provided for in the GS Rate Schedule applicable to the Customer plus any additional Monthly Facilities Charge except for option 3.~~

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the Flexible Gas Service Tariff Customer. These expenses will primarily be related to the incremental capital required to serve the Customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, Meter reading, Customer billing and accounting, sales, and administrative expenses.

NATURAL GAS VEHICLE SERVICE II (NGV-II)

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

(Operating, Maintenance, and Administrative Expenses Continued)

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this Tariff as determined by this methodology.

3) PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY PREMISES (Continued)

TERMS OF PAYMENT

~~Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company and are subject to late payment charges.~~

SPECIAL CONDITIONS

Depreciation and Amortization Expenses:

The Company will exclude all depreciation and amortization expenses related to this Tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each Customer under this Tariff as defined above.

Revenue and Related Taxes:

Revenues related to this Tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this Tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

~~1. Service under this Rate Schedule shall be subject to the general Rules and Regulations of the Company as they may be in effect from time to time, and as filed with the regulatory authorities.~~

~~2. A separate meter or sub-meter may be requested by the Customer or required by the Company; in which case the Customer will pay the cost of the meter and installation which shall remain the property of the Company.~~

~~3. The collection and remittance of any federal or state or local tax specifically imposed on compressed gas dispensed for motor fuel shall be the responsibility of the Customer or Retailer, unless otherwise provide for in a Customer's agreement.~~

~~4. The terms and conditions applicable to sub-metering and allocation of cost included elsewhere in this Tariff are not applicable to Compressed Natural Gas used for motor fuel.~~

All cost allocation related to this Tariff shall remain subject to FPSC audit.

~~5. NGV service is not available for resale by residential customers.~~

~~6. The Company shall not be responsible in any manner for the use, care or handling of gas once it is delivered to a natural gas vehicle.~~

~~7. If the Company, by itself or in partnership with another entity, responds to a competitive situation of a government agency or commercial customer and has volumes greater than 250,000 therms per year, the Company has the option to provide NGV service, equipment, facilities, and distribution at rates and charges set on an individual Customer basis via a special contract as long as the rate is above incremental cost with a reasonable return. At the Company's discretion it may recover the difference between the otherwise applicable tariff rate and the approved contract rate under this rate provision through Rider "C", Competitive Rate Adjustment ("CRA").~~

~~8. If a Customer is phasing in the use of compressed gas as motor fuel and is acquiring and placing into service vehicles fueled by compressed gas over a period of years, the Monthly Facilities Charge may be phased in over the term of agreement. However, the net present value of the revenue from the phased-in charges, discounted at the Company's authorized rate of return, shall be set equal to the net present value of the revenue that would be generated over the term of the contract if the Monthly Facilities Charge was not phased in. Any such phase in shall be provided in the agreement for service.~~

CONTRACT DEMAND SERVICE =(KDS)

OBJECTIVE

Objective:

The objective of this Rate Schedule is to enable the Company to attach incremental load to its system by providing the Company with the flexibility to negotiate individual service agreements with Customers taking into account competitive and economic market conditions and system growth opportunities.

APPLICABILITYApplicability:

Sales or Transportation service is available under this Rate Schedule to any non- Residential Customer, or customer receiving service under Rate Schedule RNGS, bringing a minimum new incremental demand of 250,000 additional therms per year to the Company's system at one location.

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may elect to receive service under other applicable Rate Schedules.

GAS SUPPLY OBLIGATION

Gas Supply Obligation:

The Company shall have no obligation to provide gas supplies to Transportation Customers under this Rate Schedule.

Monthly Rate:

~~4.~~The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to serve the Customer. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes. The charge shall include any capital recovery mechanism. The charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with gas. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with gas. With respect to existing Customers, an additional load of at least 250,000 therms must be added, and the negotiated KDS rate will only apply to the additional load added to the Company's system.

CONTRACT DEMAND SERVICE =(KDS) - CONTINUED

(Continued)

MONTHLY RATE (Continued)

~~2-~~ The Commodity Charge, if taking supply from the Company, shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas.

INTERRUPTION AND CURTAILMENT

Interruption and Curtailment:

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan the Company shall have the right to reduce or to completely curtail deliveries to Customer pursuant to this Rate Schedule:

~~4-~~ If in the Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or

~~2-~~ in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or

~~3-~~ when necessary to maintain the operational reliability of Company's system.

CONFIDENTIALITY

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

SPECIAL CONDITIONS

Special Conditions:

~~4-~~ Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

~~2-~~ Term of Agreement: If the provision of service hereunder requires the installation of gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

CONTRACT DEMAND SERVICE =(KDS) - CONTINUED

(Continued)

SPECIAL CONDITIONS (Continued)

~~3.~~ Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule, see the Rules and Regulations for Metering for terms and conditions related to AMR's.

~~4.~~ When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirements.

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE - (~~LESLE~~- CTS)

OBJECTIVE

Objective:

The objective of this Rate Schedule is to enable the Company to retain or obtain significant load on its system by providing the Company with the flexibility to negotiate individual service agreements with non-Residential Customers taking into account competitive and economic market conditions and overall system benefits.

Applicability:

Customers with Alternate Fuel capabilities who execute a LE - CTS Affidavit (Sheet Nos. 8.113-8.114) and a Load Enhancement - Contract Transportation Service Agreement (Sheet Nos. 8.115-8.122), which is accepted by Company, for a minimum term of one year, and who transport over 250,000 Therms annually.

APPLICABILITY

This sales or transportation service is available at the Company's sole discretion to Customer's which meet the applicability standards, including (1) an existing commercial customer receiving service under contract or any new or existing customer that would otherwise qualify for service under Rate Schedules KDS, TSS, OSS, ~~GS-120K-4~~, ~~GS-1,250K-5~~, ~~GS-11M-6~~ or ~~GS-25M-7~~;

~~(2)~~ the Customer must provide the Company verifiable documentation of either a viable alternative fuel or of a Customer's opportunity to economically bypass the Company's system;

~~(3)~~ the Company must demonstrate that the Customer served under this Rate Schedule will not cause any additional cost to the Company's other rate classes, including, at a minimum, that the rate shall not be set lower than the incremental cost plus some additional amount as reasonable return on investment and; (4) the Customer and the Company must enter into a service agreement under this Rate Schedule. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

Service Agreement Obligations:

SERVICE AGREEMENT OBLIGATIONS

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may request service under other applicable Rate Schedules.

~~Any service agreement under LES~~Substantial changes to the Company's LE-CTS Service Agreement (Sheet Nos. 8.115 – 8.122) shall be subject to explicit approval by the Florida Public Service Commission (FPSC) before any contract rate is implemented and the agreement can be executed by the parties. LE-CTS Service Agreements that conform to the Company's tariff Sheet Nos. 8.115 – 8.122 can be executed by the parties and placed into service absent explicit Commission approval.

LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE-CTS) - CONTINUED

Gas Supply Obligation:

GAS SUPPLY OBLIGATION

The Company shall have no obligation to provide gas supplies to Transportation Customers under this ~~Rate Schedule~~rate schedule.

Florida City Gas
FPSC Natural Gas Tariff
Volume No. 11

First Revised Sheet No. 58
Cancels Original Sheet No. 58

Monthly Rate:

Issued by: ~~Jeffrey Sylvester, Chief Operating Officer~~ Effective: December 01, 2023
Florida City Gas

LOAD ENHANCEMENT SERVICE (LES)
(Continued)

MONTHLY RATE

~~1-~~The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost plus some additional amount as a reasonable return on investment the Company incurs to serve the Customer. The distribution charge also shall include any capital recovery mechanism. The distribution charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with gas as applicable. Such evaluation may include, but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with gas. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

~~2-~~The Commodity Charge shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas, if taking supply from the Company.

~~3-~~The Company may permit the Customer to combine the accounting for the gas load delivered to multiple meters serving the same premise for this service.

INTERRUPTION AND CURTAILMENT

Interruption and Curtailment:

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan, the Company shall have the right to curtail deliveries to Customer pursuant to this Rate Schedule:

~~1-~~If in the Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or

~~2-~~in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as ~~Customer's~~Customer's use of gas hereunder; or

~~3-~~ when necessary to maintain the operational reliability of ~~Company's~~Company's system.

CONFIDENTIALITY

LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE-CTS) - CONTINUED

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

Special Conditions:

LOAD ENHANCEMENT SERVICE (LES)

(Continued)

SPECIAL CONDITIONS

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement but such modification or exemption shall not apply to the minimum prerequisite requirements set forth in the Applicability section of this Rate Schedule.
2. Term of Agreement: If the provision of service hereunder requires the installation of gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.
3. No later than 180 days prior to the expiration of this special contract, a Customer served under an LES/LE-CTS contract may request a new contract under the terms and conditions of this tariff provision. If an agreement is not reached by the end of the term, the agreement will convert to the applicable General Services tariff (based on volume) until a new contract has been approved by the FPSC and executed by the parties.
4. Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.
5. When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirement.
6. The difference between the otherwise applicable tariff rate and the approved contract rate under this Rate Schedule may be subject to recovery through Rider "C", the Competitive Rate Adjustment ("CRA").

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

~~Effective: December 01, 2023~~

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS)

Availability:

Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.

Applicability:

To receive service under this Rate Schedule, the Customer's written application to the Company shall include sufficient information to permit the Company to determine the Customer's eligibility.

Eligibility Requirements: A qualifying person must intend to become a new Customer with the intent to utilize gas to provide significant economic development or environmental benefits within the State of Florida or in a manner that increases system utilization; be an existing Customer that materially expands its use of gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing Customer that meets other criteria as determined appropriate by the Florida Public Service Commission.

Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by applicable state, county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.

Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measurable benefits to improve Florida's environment.

Qualifying Volumes: To be eligible for service under this rate schedule a new Customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing Customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's sole judgement an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the Customer for service under this rate schedule, the Company shall adjust the Customer's consumption to eliminate any abnormal conditions. The Company, through use of historical data shall determine the base annual consumption for existing Customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the Customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule.

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS) - CONTINUED

The existing facilities of the Company must be adequate in the sole judgment of the Company to supply the new or expanded gas requirements. If construction of new or expanded local facilities by the Company is required, the Customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the Customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Extension of Facilities provisions in the Company's filed tariff.

The Customer must execute a contract for service under this tariff for a minimum of 10 years.

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.

The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the Customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the applicable rate schedule that would otherwise apply.

Customer Charge:

A full monthly Customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.

Monthly Rate:

The non-gas charges that would be billed in accordance with the applicable rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new Customer the factor will be applied to the charges for the total volume delivered. For an existing Customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12th of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly Customer charge.

<u>Contract</u>		<u>Discount from</u>	
<u>Year</u>	<u>Billing Months</u>	<u>Adjustment Factor</u>	<u>Companion Rate Schedule</u>
<u>1</u>	<u>1st through 12th</u>	<u>60%</u>	<u>40%</u>
<u>2</u>	<u>13th through 24th</u>	<u>70%</u>	<u>30%</u>
<u>3</u>	<u>25th through 36th</u>	<u>80%</u>	<u>20%</u>
<u>4</u>	<u>37th through 48th</u>	<u>90%</u>	<u>10%</u>
	<u>Beyond the 48th Month</u>	<u>100%</u>	<u>0%</u>

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS) - CONTINUED

If the volume of gas purchased or transported in a contract year is less than the volume specified in the contract, the difference in the actual volume and the volume specified in the contract shall be deemed a volume deficiency. For any volume deficiency, the Customer shall be billed an amount equal to the non-gas volumetric charge that would have been billed for the delivery of the volume equal to the deficiency. The bill shall be computed in accordance with the applicable rate schedule that would otherwise apply subject to the discount provided under this rate schedule.

Payment Terms:

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be assessed late payment charges as defined in Section 7 on Sheet No. 13 of the Company's tariff.

Billing Adjustments:

Bills for gas service hereunder shall be subject to adjustment for the applicable taxes, fees, and the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA), and shall be subject to other adjustments, charges and/or credits as determined to be applicable to the applicable rate schedule under which the Customer would otherwise be served. The adjustment factor provided under this rate schedule will not be applied to the PGA and other adjustments factors.

OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

Availability:

Throughout the service areas of Company, and of any interstate or intrastate 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.

Charges:

Customer Charge

None

Transaction Charge

\$100.00 per transaction

Commodity Charge

As set forth below

For all Scheduled Quantities (as such term is defined in Special Condition 4 below), the Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this Rate Schedule.

The Commodity 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 limited to: the cost of gas which is available to service 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 Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive but shall have not an obligation to do so.

The Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this Rate Schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery 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.

OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

Special Conditions:

1. Neither Customer nor Company shall have any obligation to 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. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph "net revenues" shall equal the difference between the Commodity Charge and the cost of gas delivered to Customer inclusive of all taxes and adjustments. Fifty percent (50%) of all net revenues shall be retained by Company. The remaining fifty percent (50%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of gas recovered through the Purchased Gas Cost Recovery Adjustment Clause.
3. 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 Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use. Company may bill and Customer shall pay for such unauthorized use per the charges in the Rules and Regulations - Unauthorized Gas Use section.
4. 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 Company for delivery shall be "Scheduled Quantities".
5. 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.
6. 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.

RENEWABLE NATURAL GAS SERVICE – (RNGS)

Availability:

Throughout the service areas of the Company.

Character of Service:

Service provided by the Company for the purpose of conditioning and upgrading Customer's biogas to Renewable Natural Gas ("RNG") such that the RNG can be utilized onsite by Customer and/or to be delivered into Company's distribution system for transportation and delivery.

Applicability:

Service under this Rate Schedule ("RNG Service") is available to eligible Customers that produce biogas to be utilized as RNG onsite by the Customer or delivered into the Company's distribution system for transportation and delivery pursuant to Rate Schedules GS-1, GS-2, GS-3, GS-4, GS-5, GS-6, GS-7, or KDS or to a compressed natural gas station or other point of delivery on the Company's system. Service under this Rate Schedule is contingent upon the Company and the Customer entering a mutually satisfactory RNG Service Agreement; provided, however, that in no event shall the service provided to the Customer under this Rate Schedule cause any additional cost to the Company's other rate classes.

RNG Service Agreement:

The terms of service, including design, location, quantity, gas quality specification, operation of facilities and the Monthly Service Charge, will be set forth in a mutually satisfactory agreement between the Company and the Customer ("RNG Service Agreement"). The RNG Service Agreement may require commitment(s) by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit or other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company. Absent an RNG Service Agreement with the Company under this Rate Schedule, the Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule.

Monthly Service Charge:

The Monthly Service Charge shall be an amount negotiated between the Company and the Customer, but in no event shall Monthly Service Charge cause any additional cost to the Company's other rate classes. The Monthly Charge shall be set in a manner to allow the Company to recover the total installed cost of the facilities required to provide RNG Service plus the carrying costs at the Company's overall cost of capital, which facilities may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and

RENEWABLE NATURAL GAS SERVICE – (RNGS) - CONTINUED

Monthly Service Charge Continued:

any other related appurtenances including any redundancy necessary to provide reliable RNG Service.

Delivery Charge:

In addition to the Monthly Service Charge, the Company will also collect the applicable tariff rate for any volume of RNG that is delivered, into the Company's distribution system for transportation and delivery on behalf of the Customer at the Customer's request. In the event service is provided under Rate Schedule

KDS, the delivery charge shall be an amount negotiated between the Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to redeliver Customer's gas back to the Customer.

Electric and Fuel Reimbursement Charge:

The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the RNG facilities or to be added to the RNG produced by the Customer. The Customer shall reimburse Company for all such electricity and other fuel expenses incurred by Company to provide RNG Service to Customer under this Rate Schedule.

Special Conditions:

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the Company's tariff, except to the extent modified under this Rate Schedule and / or in an RNG Service Agreement.
2. All Customer RNG that is delivered into Company's distribution system for transportation and delivery must (i) meet the gas quality standards defined in Florida Gas Transmission's tariff in effect and applicable at the time the RNG Service Agreement entered and (ii) have an acceptable heat content such that the RNG delivered into the Company's distribution system does not, as determined in the sole discretion of the Company, impact the Company's ability to deliver Gas on the order of 1,100 British Thermal Units per cubic foot.
3. Each year the Company shall re-determine the Rate Schedule applicable to the transportation and delivery of the Customer RNG based on the Customer's annual usage. If the Company determines that the Customer should be reclassified to a different Rate Schedule for the transportation and delivery of RNG, such reclassification shall be prospective only.
4. A Gas Chromatograph and Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

RENEWABLE NATURAL GAS SERVICE – (RNGS) - CONTINUED

Ownership of RNG Commodity:

Unless otherwise agreed to between a Customer and the Company, ownership of the RNG commodity will remain with the Customer through all phases of any services the Company provides unless Company and Customer enter into a RNG commodity purchase agreement.

THIRD PARTY SUPPLIER RATE SCHEDULES
THIRD PARTY SUPPLIER SERVICE – (TPS)

APPLICABILITY

Applicability:

The provisions of this Rate Schedule shall apply to brokers, marketers, Customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers” or “TPS”) of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company’s system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of the Company’s Tariff.

TERM OF CONTRACT

Term of Contract:

The term of the contract shall be at least three (3) years and from month to month thereafter unless terminated on thirty (30) days written notice.

TERMS OF PAYMENT

Terms of Payment:

The TPS agrees to pay for all balancing and other transportation related charges determined by the Company to be billable to a TPS on behalf of their Customers as provided for in this tariff. All charges due from a TPS under this Rate Schedule shall be paid in full within 20 days of the billing date. The TPS and the Company will

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

resolve any disputed amounts. Adjustments, if any, will be reflected on future billings.

CREDITWORTHINESS Creditworthiness:

Company shall not be required to permit any TPS who fails to meet Company's standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

1. Current financial statements (to include a balance sheet, income statement, and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the un-audited statements submitted is true, correct and a fair representation of TPS's financial condition.
2. A bank reference and at least three trade references.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

3. A written attestation from TPS that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.
-

THIRD PARTY SUPPLIER (TPS)
(Continued)

CREDITWORTHINESS (Continued)

4. A written attestation from TPS that it is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.
5. A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the TPS's ability to remain solvent.
6. To remain in good standing, no uncontested delinquent balances should be outstanding for natural gas sales, storage, Transportation Services, or imbalances previously billed by Company, and TPS must have paid its account according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.
7. TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.
8. Company shall not be required to permit and shall have the ability to suspend any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell / deliver gas on the Company's system if TPS elects one of the following options:
 - a. ~~(A)~~ Payment in advance for up to three (3) months service as determined by the Company.
 - b. ~~(B)~~ A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months service. The letter of credit must be drawn upon a bank acceptable to Company.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

- c. ~~(C)~~ A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS's performance of its obligations to Company.
- d. ~~(D)~~ Such other form of security as TPS may agree to provide and as may be acceptable to Company.

THIRD PARTY SUPPLIER

(TPS)

(Continued)

CREDITWORTHINESS (Continued)

In the event TPS fails to meet the terms of this Creditworthiness section, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend TPS until such time as they are deemed compliant by the Company.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the TPS, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any Parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

MONTHLY RATE Monthly Rate:

Customer Charge	\$400.00
Charge for each Transportation Customer served by the TPS	\$6.21

DETERMINATION OF THE AVERAGE DAILY DELIVERY QUANTITY Determination of the Average Daily Delivery Quantity (“ADDQ”)

The ADDQ for each Customer without an AMR device will be calculated by the Company by dividing the Customer’s usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer’s ADDQ at any time, due to changes in Customer’s equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer’s gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month on the Company’s EBB, or other means as determined by the Company. If TPS does not agree with Company’s determination of TPS’s aggregate ADDQ, it must notify the Company in writing within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

Nominations for Service:

THIRD PARTY SUPPLIER (TPS)
(Continued)

NOMINATIONS FOR SERVICE

The TPS daily nominations shall consist of the ADDQ amount as provided by the Company, if applicable, plus an amount to meet their non-ADDQ Customers daily requirements. The TPS shall use its best efforts to match their daily nominations to ADDQ and non-ADDQ requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending TPS. In addition, TPS must identify interstate pipeline contract(s) on which deliveries will be made to the Company's distribution system on the Company's EBB conforming with NAESB cycles. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

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

In making Nominations the TPS shall provide the following:

1. ~~(1)~~ The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company's distribution system.
2. ~~(2)~~ The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point, however the Company reserves the right to specify at which pipeline receipt point a TPS will deliver gas as a percentage of the TPS total monthly deliveries.
3. ~~(3)~~ The estimated term of ~~the nomination~~ the nomination.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

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

THIRD PARTY SUPPLIER (TPS)
(Continued)

NOMINATIONS FOR SERVICE (Continued)

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

If Customer's TPS fails to comply with provisions 1 through 5 above, Company may not schedule the commencement of service or change a prior nomination.

DAILY NOMINATION PENALTIES

Daily Nomination Penalties:

The TPS shall deliver, or cause to be delivered, to the Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been Nominated for Service.

Except for conditions of Force Majeure or per prior agreement with the Company to modify nominations, on any day that the sum of the actual daily quantity of natural gas received by Company ("Actual Receipts") varies from the sum of daily quantities Nominated for Service during such day for transportation at the points of receipt (Scheduled Volumes) by more than ten percent of the Nominated Receipts, the Company may impose a penalty equal to Unauthorized Gas Use charge times the variance in excess of ten percent of the Nominated Receipts unless in its opinion the system or Customers receiving PGA service were not harmed as a result of the imbalance. The Company reserves the right to limit this imbalance to five percent upon twenty four hours notice to the TPS representatives.

These charges are in addition to monthly cash-outs and any other imbalance charges and convey no rights to any quantities of gas to the TPS or its Customers. In the event of non-payment, these charges shall not be assessed to the TPS Customers by the Company. In addition, the Company shall not be required to continue to perform service for TPS Customers if their TPS fails to deliver adequate gas supplies per their daily nominations. The Company reserves the right to discontinue receipts from a TPS until the penalty is paid in full.

Pipeline Imbalance Charges:

PIPELINE IMBALANCES AND CHARGES

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS's failure to deliver confirmed quantities of gas. In the event that Company is assessed penalties as a result of TPS's actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS's actions or omissions. The Company reserves the right to commingle and charge TPSs on a prorated basis, as determined by the Company, any pipeline charges related to transportation that are not readily identifiable to a specific TPS.

THIRD PARTY SUPPLIER SERVICE – (TPS) – CONTINUED

(Continued)

INDEMNIFICATIONIndemnification:

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

ALLOCATION OF SUPPLIES

Allocation of Supplies:

Gas received by the Company from the TPS shall be allocated first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers.

DAILY AND MONTHLY CONTRACT BALANCING

Daily and Monthly Contract Balancing:

Third Party Suppliers will be billed for all their Customers' balancing charges as follows:

1. a) Daily Imbalance Charge

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers of the TPS are served.

The Company reserves the right to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed.

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

<u>Imbalance *</u>	<u>Charge **</u>		
<u>Underdeliveries</u>	<u>Under</u>	to 10%	<u>\$0.10 per</u>
	<u>deliveries</u>	<u>Therm</u>	
	0%		
	to 5%	>10%	
	<u>\$0.00 per</u>		
	<u>Therm</u>		
		5	
		.	
		1	
		%	

\$0.00 per therm \$0.10 per therm	<u>1</u>	\geq	<u>0%</u> per therm	\$0.50
Overdeliveries <u>Over deliveries</u>	> 10%		\$0.10 per therm	

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

(Continued)

DAILY AND MONTHLY CONTRACT BALANCING (Continued)

a) Daily Imbalance Charge (Continued)

*The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all ~~underdeliveries~~under deliveries in excess of 5% shall be considered Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges.

**The Company may suspend ~~overdelivery~~over delivery charges if it determines such ~~overdeliveries~~over deliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS Customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

2. b) Monthly Imbalance Cash-Out Charge:

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

<u>Imbalance Level</u>	<u>UnderdeliveriesUnder deliveries (1) Factor</u>	<u>OverdeliveriesOver deliveries (2) Factor</u>
0 to 5%	1.00	1.00
5.1% to 20%	1.10	0.90
> 20%	1.20	0.80

The Company reserves the right to gross up Customer's total consumption for fuel loss at a rate not to exceed 1.5%.

(1) For ~~underdeliveries~~under deliveries the amount due to the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the higher of the total GS-25k Sales Service rate or the monthly average spot price of gas delivered to Florida Gas ~~Transmission at~~Transmission at St. Helena Parish, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

(Continued)

DAILY AND MONTHLY CONTRACT BALANCING (Continued)

b) Monthly Imbalance Cash-Out Charge (Continued)

1. ~~(2)~~ For ~~overdeliveries~~ over deliveries the amount payable by the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the Company's lowest supplier commodity rate applicable to the billing month in which the Customer over tendered gas to the Company, or the monthly average spot price for gas delivered to Florida Gas Transmission at Tivoli, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Rate Schedule. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges specified in the Rules and Regulations section of this tariff.

CAPACITY ASSIGNMENT

Capacity Assignment:

TPSs will be required to obtain firm interstate pipeline capacity into the Company's distribution system at points designated by the Company at a quantity equivalent to their Customers' aggregate ADDQ. TPSs that do not demonstrate sufficient interstate firm capacity will be required to accept assignment of such capacity from the Company to the extent that it's available, and consistent with the capacity assignment process outlined in the Rules and Regulations Section ~~45T~~ (Transportation—~~Special Conditions~~) section of the tariff. Refer to Rules and Regulations Section ~~45T~~ (Transportation—~~Special Conditions~~) for the terms associated with the Capacity Assignment process for TPSs.

TREATMENT OF REVENUE

Treatment of Revenue:

All revenue produced under this Rate Schedule derived from any balancing charges or other revenue related to the recovery of gas costs, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

STANDARDS OF CONDUCT

Standards of Conduct:

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

TRANSPORTATION SUPPLY SERVICE =(TSS)

APPLICABILITY

Applicability:

Service is available to a TPS who signs a service agreement with the Company.

Character of Service:

CHARACTER OF SERVICE

At the Company's discretion gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased providing that Company facilities are suitable and gas supplies can be secured for this service. The Company reserves the right to interrupt this service upon two (2) hours notice at its sole discretion.

*CHARGESCharges:

1. An Annual Service Charge of \$500 shall be assessed upon the initial request for this service. This charge will be reassessed for subsequent requests made after June 30 of any year.
2. A Daily Usage Charge of \$50.00 shall be assessed for each day this service is utilized.
3. The Commodity rate per therm for gas used shall be computed to be the higher of
~~a) a)~~ a) the PGA or b) the incremental cost of purchasing or producing said gas plus \$0.0750 per therm.

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

TERMS OF PAYMENT

Terms of Payment:

Bills are due upon receipt by the TPS and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONSSpecial Conditions:

1. Gas Supply: gas purchased for sale under this Rate Schedule shall not be included as part of the gas costs that are recoverable through the PGA Charge.
1. ~~2.~~ Balancing: gas supplied under this rate schedule shall be deemed a gas delivery by the TPS for purposes of applying the Daily and Monthly Contract Balancing terms of the TPS Rate Schedule.

TRANSPORTATION SUPPLY SERVICE (TSS)

(Continued)

SPECIAL CONDITIONS (Continued)

2. ~~3.~~ Rules and Regulations: service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

OPERATIONAL BALANCING ACCOUNT

Authorization for Recovery or Refund:

It is the intent of this Tariff that the Company shall be authorized to recover or refund any and all charges and credits, related to the provision of Transportation Service, as have historically been recovered from or allocated pursuant to the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.

Charges or Credits:

The OBA provides the mechanism by which the Company accumulates and allocates the following charges or credits, which include but are not limited to:

1. Charges or credits associated with balancing, the measured Gas quantities at the Company's Delivery Points with Transportation Service Providers scheduled quantities of Gas on Transportation Service Providers' system(s).
2. Charges or credits associated with the balancing between Third Party Supplier, Shipper's Designees, and Customers on the Company's distribution systems, less Retainage for unaccounted for gas, to actual daily deliveries of Gas by Company to Customers.
3. Charges or credits associated with operational controls and pipeline balancing. Such charges or credits associated with the Operational Controls shall be recorded in a separate sub-account of the Operational Balancing Account ("OBA").
4. Charges or credits associated with any unreleased Transportation Service Provider capacity that has not otherwise been assigned or allocated.
5. Charges or credits resulting from the over and under collection of Company's interstate pipeline capacity costs calculated monthly using Company's projected weighted average pipeline capacity expenses and released on an annualized basis and as described herein.
 - a. Company shall calculate the Weighted Average Capacity Cost ("WACC") annually (on a calendar year basis) as follows:

The Company's Weighted Average Cost of Capacity ("WACC") shall equal the

[Link-to-previous setting changed from off in original to on in modified].

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

projected annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Company's Rate Schedules FGS and Rider CTS, Customers served by the Company pursuant to a Special Contract, Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long-term capacity release i.e., a period longer than one year.

OPERATIONAL BALANCING ACCOUNT – CONTINUED

Company shall include a load factor adjustment to Company's WACC based on Company's Residential and Non-residential Customer(s) daily demand and load factor(s) and on-going Company interstate pipeline capacity acquisition, turn-back, or long-term releases.

Company may re-project Company's WACC throughout the calendar year and if the re-projected expenses for the remaining period exceed projected recovery for the twelve (12) month period, the Company may re-project the WACC and recall and rerelease capacity to the applicable Third Party Supplier at the recalculated WACC.

Any over-recovery or under-recovery of Company's interstate capacity costs included in the WACC by the Company shall be "trued-up". The "trued up" WACC amount shall be applied prospectively to the succeeding calendar year's projected WACC.

Company shall maintain a separate sub-account in this OBA to track interstate pipeline capacity expenses included in Company's OBA.

6. Charges and credits associated with providing Temporary Back-Up Service in the event of the non-performance of Customer, Shipper's Designee, or Third Party Supplier.
7. Other charges or credits related to the provision of Transportation Service that have historically been recovered or allocated through the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.
8. This mechanism should not be considered to preclude the Company from recovering other penalties and charges from its Customers as otherwise defined in this Tariff.

Disposition of OBA Balance:

A Customer or Third Party Supplier may request that its OBA balance be billed and paid on a regular monthly basis or at the end of each calendar quarter, which may be granted at the Company's discretion. Where the OBA is not billed regularly on a monthly or quarterly basis,

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

the Company shall, within 30 days after calendar quarter end, dispose of any OBA balance with Customers and Third Party Suppliers if such balance is at least \$100,000 (debit or credit balance). If the OBA balance at calendar quarter end is below \$100,000 (debit or credit balance), then the Company shall not dispose of the OBA balance until such time that the OBA balance is at least \$100,000 (debit or credit balance) at any subsequent calendar quarter. The Company shall, within 45 days after calendar year end, dispose of the OBA balance, regardless of balance amount, with Customers and Third Party Suppliers. Each Customer's or Third Party Supplier's refund or charge shall be based upon the proportion of scheduled Gas of each Customer or Third Party Supplier to the total amount of scheduled Gas by all Customers and Third Party Suppliers during the corresponding OBA refund or charge period.

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

CUSTOMER RIDERS
AREA EXTENSION PROGRAM – RIDER – (AEP -
RIDER)

Effective: ~~December 01, 2023~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

OFF-SYSTEM SALES SERVICE (OSS)

AVAILABILITY

Throughout the service areas of Company, and of any interstate or intrastate 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.

CHARGES

Customer Charge	None
Transaction Charge	\$100.00 per transaction
Commodity Charge	As set forth below

For all Scheduled Quantities (as such term is defined in Special Condition 4 below), the Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this Rate Schedule.

The Commodity 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 service 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 Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive, but shall have not an obligation to do so.

The Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this Rate Schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery 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.

Issued by: Jeffrey Sylvester, Chief Operating Officer Effective: December 01, 2023
Florida City Gas

OFF-SYSTEM SALES SERVICE (OSS)
(Continued)

SPECIAL CONDITIONS

~~1. Neither Customer nor Company shall have any obligation to 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. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph "net revenues" shall equal the difference between the Commodity Charge and the cost of gas delivered to Customer inclusive of all taxes and adjustments. Fifty percent (50%) of all net revenues shall be retained by Company. The remaining fifty percent (50%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of gas recovered through the Purchased Gas Cost Recovery Adjustment Clause.~~

~~3. 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 Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use. Company may bill and Customer shall pay for such unauthorized use per the charges in the Rules and Regulations – Unauthorized Gas Use section.~~

~~4. 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 Company for delivery shall be "Scheduled Quantities".~~

~~5. 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.~~

~~6. 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.~~

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective: December 01, 2023

Economic Development Gas Service (EDGS)

AVAILABILITY

~~Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.~~

APPLICABILITY

~~To receive service under this Rate Schedule, the Customer's written application to the Company shall include sufficient information to permit the Company to determine the Customer's eligibility.~~

~~Eligibility Requirements: A qualifying person must intend to become a new Customer with the intent to utilize gas to provide significant economic development or environmental benefits within the State of Florida or in a manner that increases system utilization; be an existing Customer that materially expands its use of gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing Customer that meets other criteria as determined appropriate by the Florida Public Service Commission.~~

~~Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by applicable state, county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.~~

~~Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Florida's environment.~~

~~Qualifying Volumes: To be eligible for service under this rate schedule a new Customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing Customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's sole judgement an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the Customer for service under this rate schedule, the Company shall adjust the Customer's consumption to eliminate any abnormal conditions. The Company, through use of historical data shall determine the base annual consumption for existing Customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the Customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule.~~

Economic Development Gas Service (EDGS)
(Continued)

~~The existing facilities of the Company must be adequate in the sole judgment of the Company to supply the new or expanded gas requirements. If construction of new or expanded local facilities by the Company is required, the Customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the Customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Extension of Facilities provisions in the Company's filed tariff.~~

~~The Customer must execute a contract for service under this tariff for a minimum of 10 years. All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.~~

~~The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the Customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the applicable rate schedule that would otherwise apply.~~

CUSTOMER CHARGE

~~A full monthly Customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.~~

MONTHLY RATE

~~The non-gas charges that would be billed in accordance with the applicable rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new Customer the factor will be applied to the charges for the total volume delivered. For an existing Customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12th of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly Customer charge.~~

Contract Year	Billing Months	Adjustment Factor	Discount from Companion Rate Schedule
1	1st through 12th	60%	40%
2	13th through 24th	70%	30%
3	25th through 36th	80%	20%
4	37th through 48th	90%	10%
	Beyond the 48th Month	100%	0%

Economic Development Gas Service (EDGS)

(Continued)

~~If the volume of gas purchased or transported in a contract year is less than the volume specified in the contract, the difference in the actual volume and the volume specified in the contract shall be deemed a volume deficiency. For any volume deficiency, the Customer shall be billed an amount equal to the non-gas volumetric charge that would have been billed for the delivery of the volume equal to the deficiency. The bill shall be computed in accordance with the applicable rate schedule that would otherwise apply subject to the discount provided under this rate schedule.~~

PAYMENT TERMS

~~All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be assessed late payment charges as defined in Section 7 on Sheet No. 13 of the Company's tariff.~~

BILLING ADJUSTMENTS

~~Bills for gas service hereunder shall be subject to adjustment for the applicable taxes, fees, and the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA), and shall be subject to other adjustments, charges and/or credits as determined to be applicable to the applicable rate schedule under which the Customer would otherwise be served. The adjustment factor provided under this rate schedule will not be applied to the PGA and other adjustments factors.~~

RENEWABLE NATURAL GAS SERVICE (RNGS)

AVAILABILITY:

~~Throughout the service areas of the Company.~~

CHARACTER OF SERVICE:

~~Service provided by the Company for the purpose of conditioning and upgrading Customer's biogas to Renewable Natural Gas ("RNG") such that the RNG can be utilized onsite by Customer and/or to be delivered into Company's distribution system for transportation and delivery.~~

APPLICABILITY:

~~Service under this Rate Schedule ("RNG Service") is available to eligible Customers that produce biogas to be utilized as RNG onsite by the Customer or delivered into the Company's distribution system for transportation and delivery pursuant to Rate Schedules GS-1, GS-6K, GS-25K, GS-120K, GS-1250K, GS-11M, GS-25M, KDS or NGV-II to a compressed natural gas station or other point of delivery on the Company's system. Service under this Rate Schedule is contingent upon the Company and the Customer entering a mutually satisfactory RNG Service Agreement; provided, however, that in no event shall the service provided to the Customer under this Rate Schedule cause any additional cost to the Company's other rate classes.~~

RNG SERVICE AGREEMENT:

~~The terms of service, including design, location, quantity, gas quality specification, operation of facilities and the Monthly Service Charge, will be set forth in a mutually satisfactory agreement between the Company and the Customer ("RNG Service Agreement"). The RNG Service Agreement may require commitment(s) by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit or other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company. Absent an RNG Service Agreement with the Company under this Rate Schedule, the Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule.~~

MONTHLY SERVICES CHARGE:

~~The Monthly Service Charge shall be an amount negotiated between the Company and the Customer, but in no event shall Monthly Service Charge cause any additional cost to the Company's other rate classes. The Monthly Charge shall be set in a manner to allow the Company to recover the total installed cost of the facilities required to provide RNG Service plus the carrying costs at the Company's overall cost of capital, which facilities~~

RENEWABLE NATURAL GAS SERVICE (RNGS)
(Continue)

~~may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and any other related appurtenances including any redundancy necessary to provide reliable RNG Service.~~

DELIVERY CHARGE:

~~In addition to the Monthly Service Charge, the Company will also collect the applicable tariff rate for any volume of RNG that is delivered, into the Company's distribution system for transportation and delivery on behalf of the Customer at the Customer's request. In the event service is provided under Rate Schedule KDS, the delivery charge shall be an amount negotiated between the Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to redeliver Customer's gas back to the Customer.~~

ELECTRIC AND FUEL REIMBURSEMENT CHARGE:

~~The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the RNG facilities or to be added to the RNG produced by the Customer. The Customer shall reimburse Company for all such electricity and other fuel expenses incurred by Company to provide RNG Service to Customer under this Rate Schedule.~~

SPECIAL CONDITIONS:

- ~~1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the Company's tariff, except to the extent modified under this Rate Schedule and / or in an RNG Service Agreement.~~
- ~~2. All Customer RNG that is delivered into Company's distribution system for transportation and delivery must (i) meet the gas quality standards defined in Florida Gas Transmission's tariff in effect and applicable at the time the RNG Service Agreement entered and (ii) have an acceptable heat content such that the RNG delivered into the Company's distribution system does not, as determined in the sole discretion of the Company, impact the Company's ability to deliver Gas on the order of 1,100 British Thermal Units per cubic foot.~~
- ~~3. Each year the Company shall re-determine the Rate Schedule applicable to the transportation and delivery of the Customer RNG based on the Customer's annual usage. If the Company determines that the Customer should be reclassified to a different Rate Schedule for the transportation and delivery of RNG, such reclassification shall be prospective only.~~

RENEWABLE NATURAL GAS SERVICE (RNGS)

(Continue)

4. A Gas Chromatograph and Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

OWNERSHIP OF RNG COMMODITY:

Unless otherwise agreed to between a Customer and the Company, ownership of the RNG commodity will remain with the Customer through all phases of any services the Company provides unless Company and Customer enter into a RNG commodity purchase agreement.

Availability:
Throughout the Service Areas of the Company.

RIDER "A"

Applicability:
Customers activating Gas service prior to the completed build out date following the in-service date of the extension of facilities for which an AEP Charge has been established, in accordance with Section F.3. of this Tariff.

Monthly Rate:

The AEP monthly rate shall be calculated by dividing (1) the estimated amount of additional revenue required (inclusive of the Company's estimated allowed cost of capital) in excess of the MACC by (2) the number of Customer premises projected to be served at the end of year ten (10) following the in-service date of the extension. The result of said calculation shall be divided by the number of months in the amortization period. The AEP-Rider charge shall be stated as a fixed dollar amount per Customer premise per Month and added to the applicable Transportation Charge of the Monthly Rate for each respective Customer to which the AEP-Rider is applicable.

Purchased Gas Adjustment ("PGA")

~~Applicable to all Customers taking Sales Service from the Company under all GS, GL, RSG, CSG and NGV Rate Schedules. The PGA Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and assessments in connection with the purchase and sale of gas.~~

~~A. The rate per therm for gas supplied in any billing period shall be adjusted by the Company's expected weighted average cost of gas (WACOG), and other adjustments as specified and approved by the Florida Public Service Commission. The WACOG may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the twelve-month period ending December 31st, in accordance with the methodology adopted by the Commission. The factor determined as set forth above shall be multiplied by 1.00503 for regulatory fees, and rounded to the nearest \$0.00001 per therm, to be applied to the total number of therms consumed by the Customer during the billing period.~~

Existing Areas Subject to AEP Charge

Monthly AEP Charge/Customer

~~B. The PGA cap recovery factor approved by the Commission for the billing months of January 2025 through December 2025 is \$1.0015 per therm.~~

~~C. If re-projected gas cost expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a midcourse 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, shall have the option of flexing downward (reducing the WACOG) or upward (increasing the WACOG) to the extent that the 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.~~

None

~~D. Any overrecovery or underrecovery of purchased gas costs by the Company as a result of adjustments made pursuant to the above shall be "trued-up" (refunded to Customer or collected by Company) with interest, during succeeding billing periods as an adjustment to the WACOG, in accordance with the methodology adopted by the Commission, or as such methodology may be amended from time to time by further order of the Commission.~~

RIDER "B"

Energy Conservation Cost Recovery Adjustment ("ECGR")

~~Applicable to all Customers served under the Rate Schedules shown in the table below except for those Customers receiving a discount under the AFD Rider.~~

~~The Distribution Charge for the applicable Rate Schedules shall be increased or decreased for the ECGR Rider to reflect the recovery of conservation related expenditures by the Company. The ECGR factor shall be multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.00001 per therm. 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 review, approval, recovery, and recording of such costs and revenues is set forth in PSC Rule 25-17.015.~~

~~The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2025 through December 31, 2025 are:~~

RS-1, RSG	\$0.25141 per therm
RS-100	\$0.11554 per therm
RS-600	\$0.06816 per therm
GS-1, CSG	\$0.04592 per therm
GS-6K	\$0.03291 per therm
GS-25K	\$0.03059 per therm
GS-120K	\$0.02165 per therm
GS-1250K	\$0.01252 per therm
GS-11M-GS-25M	\$0.00000 per therm
Gas Lighting Customers	\$0.03615 per therm

BILLING ADJUSTMENTS
COMPETITIVE RATE ADJUSTMENT

RIDER "C"

~~Competitive Rate Adjustment ("CRA")~~

Applicable to all Customers except those taking service under Rate Schedules KDS, TSS, ~~OSS,~~
~~LES or under the NGV special contract~~OSSS-1, LE-CTS, or a Special Contract rate.

The Distribution Charge for gas sold or transported after June 30, 1991, to Customers to whom this charge applies, is subject to adjustment in accordance with the following provisions, for prior shortfalls or surpluses.

~~A.~~ For the purposes of this clause, the following definitions shall apply:

1. "Margin Revenue" means revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer
2. ~~(1)~~ "Actual revenue" means Company's actual Margin Revenue derived from service provided on the ~~LES~~LE - CTS Rate Schedule during a ~~determination period~~determination period.
3. ~~(2)~~ "Base revenue" means the Margin Revenue which Company would have derived had all gas sold on the ~~LES~~LE - CTS Rate Schedule during a determination period, been sold under Rate Schedules ~~GS-120K-4,~~ ~~GS-1,250K,~~ ~~GC-11M-5,~~ GS-6, and GS-25M-7.
4. ~~(3)~~ "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a ~~determination period~~determination period.
5. "Margin Revenue" means
6. ~~(4)~~ "Shortfall" means the amount, if any by which Company's base revenue exceeds its actual revenue for a determination period.

~~B.~~ 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 actual twelve months ending September 30th ("~~determination period~~determination period").

~~C.~~ A surplus refund or shortfall recovery shall be implemented during an "adjustment period" beginning January 1st by reducing or increasing the Distribution Charge per therm charge prescribed in each applicable Rate Schedule of this tariff by an adjustment factor computed as follows and multiplied by the tax factor of ~~1.00544~~1.00503 and rounded to the nearest \$0.00001 per therm.

In the event of a surplus, subtract the amount derived from dividing the Surplus Refund due to Customers by the projected therm sales for these Customers.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~
~~Florida City Gas~~

~~Effective: December 01, 2023~~

In the event of a shortfall, add the amount derived from dividing the Shortfall Recovery by the projected therm sales for these Customers.

COMPETITIVE RATE ADJUSTMENT - CONTINUED

Any variation between the actual surplus 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.

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

ENERGY CONSERVATION COST RECOVERY

~~FPSC Natural Gas Tariff
Sheet No. 78 Volume No. 11
Revised Sheet No. 78~~

~~Fifth Revised
Cancels Fourth~~

RIDER "D"

Applicability:

Applicable to all Customers served under the Rate Schedules shown in the table below except for those Customers receiving a discount under the LE – CTS Rate Schedule.

The Distribution Charge for the applicable Rate Schedules shall be increased or decreased for the ECCR Rider to reflect the recovery of conservation related expenditures by the Company. The ECCR factor shall be multiplied by the tax factor of 1.00503 and rounded to the nearest

\$0.00001 per therm. 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 review, approval, recovery, and recording of such costs and revenues is set forth in PSC Rule 25-17.015.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2026 through December 31, 2026 are:

<u>RS, RSG</u>	<u>To be determined per therm</u>
<u>GS-1, GTS-1, CSGS, CSGTS</u>	<u>To be determined per therm</u>
<u>GS-2, GTS-2</u>	<u>To be determined per therm</u>
<u>GS-3, GTS-3</u>	<u>To be determined per therm</u>
<u>GS-4, GTS-4</u>	<u>To be determined per therm</u>
<u>GS-5, GTS-5</u>	<u>To be determined per therm</u>
<u>GS-6, GTS-6, GS - 7, GTS-7</u>	<u>To be determined per therm</u>

Procedure for Establishing SAFE Revenue Requirements

The SAFE Revenue Requirements and any changes thereto shall be calculated and implemented in accordance with the provisions contained in this Rider. SAFE Revenues shall be subject to refund based upon a finding and order of the Commission to the extent provided in this Rider.

The Company shall calculate its SAFE Revenue Requirements annually in the manner prescribed by this Rider and shall file the appropriate petitions with the Commission seeking to establish or change the SAFE Revenue Requirements and Surcharge. The annual filings shall include the following:

1. An annual final true-up filing showing the actual Eligible Replacement costs and actual SAFE Revenues for the most recent 12-month historical period from January 1 through December 31 that ends prior to the annual petition filing. As part of this filing, the Company shall include a summary comparison of the actual Eligible Replacement costs and SAFE Revenues to the estimated total Eligible Replacement costs and SAFE Revenues previously reported for the same period covered by the filing in paragraph(2) of this section. The filing shall also include the final over- or under-recovery of total SAFE Revenue Requirements, with interest, for the final true-up period.
2. An annual estimated/actual true-up filing showing seven months actual and five months projected Eligible Replacement costs and any SAFE Revenues collected or projected to be collected during the estimated/actual true-up period. The filing shall also include the estimated/actual over- or under-recovery of total Eligible Replacement costs, with interest, for the estimated/actual true-up period.
3. An annual projection filing showing 12 months projected SAFE Revenue Requirements for the period beginning January 1 following the annual filing hearing.
4. An annual petition setting forth proposed SAFE Revenue Requirements and Surcharges to be effective for the 12-month period beginning January 1 following the annual hearing. Such proposed SAFE Revenue Requirements and Surcharges shall take into account the data filed pursuant to paragraphs (1), (2), and (3) of this section.

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

Applicable to all Customers served under the Rate Schedules shown in the table below except for those Customers receiving a discount under the AFD Rider.

Through its SAFE Program, the Company has identified the potential replacement projects focusing initially on area of limited access/pipe overbuilds, early vintage polymer pipeline, obsolete, span, shallow, exposed pipe and risk assessment for Rear Lot ~~Mains and~~ Mains and Services considering:

1. ~~i.~~ The pipe material;
2. ~~ii.~~ Leak incident rates;
3. ~~iii.~~ Age of pipeline;

4. ~~iv.~~ Pressure under which the pipeline is operating.

The Eligible Infrastructure Replacement includes the following:

Company investment in mains and service lines, as replacements for existing Rear Lot Facilities, early vintage polymer pipelines obsolete, span, shallow, exposed pipe and regulatory station and other distribution system components, the installation of ~~which is~~ which is required as a consequence of the replacement of the aforesaid facilities that:

1. ~~i.~~ do not increase revenues by directly connecting new Customers to the plant asset;
2. ~~ii.~~ are in service and used and useful in providing utility service; and
3. ~~iii.~~ that were not included in the Company's rate base for purposes of determining the Company's base rates in its most recent general base ~~rate proceeding~~ rate proceeding.

The Company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the following:
 - a. ~~a.)~~ Equity balance from the most recent year-end surveillance report and the ROE and equity ratio cap from the most recent rate case;
 - b. ~~b.)~~ Debt and customer deposit components from the Company's most recent year-end surveillance report; and
 - c. ~~c.)~~ Accumulated deferred income tax balance from the Company's most recent year-end surveillance report as adjusted, if applicable, consistent with the normalization rules of the Internal Revenue Code.
2. Depreciation expense (calculated using the currently approved depreciation rates);

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

3. Customer and general public notification expenses associated with the SAFE Program incurred for:
-

RIDER "D"

SAFETY, ACCESS AND FACILITY ENHANCEMENT (SAFE) PROGRAM
 (Continued)

- i. all Customers regarding the implementation of the SAFE Program and the approved surcharge factors;
 - ii. the immediately affected Customers where the eligible infrastructure is being replaced; and
 - iii. the general public through publications (newspapers) covering ~~the geographic~~the geographic areas of the eligible infrastructure replacement activities;
4. Ad valorem taxes; and
5. Federal and state ~~incometaxes~~income taxes.

The Company is utilizing a surcharge mechanism in order to recover the costs associated with the SAFE Program. The Company has developed the revenue requirement for the SAFE Program using the same methodology approved in its most recent rate case. The SAFE revenue requirement will be ~~allocated to~~allocated to each Customer class (Rate Schedule) using allocation factors established by the Florida Public ~~Service Commission~~Service Commission for the SAFE Program. The per Customer SAFE surcharge is calculated by dividing the ~~revenue requirement~~revenue requirement allocated to each Customer class by the number of Customers in the class.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, ~~2025~~2026 through December 31, ~~2025~~2026 are:

<u>Rate Class</u>	<u>Rates</u> Per Customer <u>Rate Schedule</u>
RS-1	\$4.66
Rate Schedule RS- 100	\$4.66 , <u>RSG</u> <u>To be determined</u>
Rate Schedule RS-600	\$4.66
Rate Schedule GS-1	\$4.66 , <u>CSG, GTS-1, CGTS</u> <u>To be determined</u>
Rate Schedule GS- 6K	\$7.77 -2, <u>GTS-2</u> <u>To be determined</u>
Rate Schedule GS- 25K	\$7.77 -3, <u>GTS-3</u> <u>To be determined</u>
<u>Rate Schedule GS-4, GTS-4</u>	<u>To be determined</u>
Rate Schedule GS- 120K	\$7.77 -5, <u>GTS-5</u> <u>To be determined</u>
Rate Schedule GS- 1,250K	\$7.77 -6, <u>GTS-6</u> <u>To be determined</u>

Florida City Gas

~~Rate Schedule GS-11M~~

~~\$7.77~~

~~Rate Schedule GS-25M~~

~~\$7.77~~

Rate Schedule ~~GL~~

~~\$4.66~~ GS-7, GTS-7 To be determined

RIDER "D"

SAFETY, ACCESS AND FACILITY ~~ENHANCEMENT~~IMPROVEMENT (SAFE)
PROGRAM~~CONTINUED~~

~~(Continued)~~ Procedure for Establishing SAFE Revenue Requirements

The SAFE Revenue Requirements and any changes thereto shall be calculated and implemented in accordance with the provisions contained in this Rider. SAFE Revenues shall be subject to refund based upon a finding and order of the Commission to the extent provided in this Rider.

The Company shall calculate its SAFE Revenue Requirements annually in the manner prescribed by this Rider and shall file the appropriate petitions with the Commission seeking to establish or change the SAFE Revenue Requirements and Surcharge. The annual filings shall include the following:

1. An annual final true-up filing showing the actual Eligible Replacement costs and actual SAFE Revenues for the most recent 12-month historical period from January 1 through December 31 that ends prior to the annual petition filing. As part of this filing, the Company shall include a summary comparison of the actual Eligible ~~Replacement costs~~Replacement costs and SAFE Revenues to the estimated total Eligible Replacement costs and SAFE Revenues previously reported for the same period covered by the filing in paragraph (2) of this section. The filing shall also include the final over- or under- recovery of total SAFE Revenue Requirements, with interest, for the final true-up period.
2. An annual estimated/actual true-up filing showing seven months actual and five months projected Eligible Replacement costs and any SAFE Revenues collected ~~or projected~~or projected to be collected during the estimated/actual true-up period. The filing shall also include the estimated/actual over- or under-recovery of total Eligible Replacement costs, with interest, for the estimated/actual true-up period.
3. An annual projection filing showing 12 months projected SAFE Revenue Requirements for the period beginning January 1 following the annual ~~filing hearing~~filing hearing.
4. An annual petition setting forth proposed SAFE Revenue Requirements and Surcharges to be effective for the 12-month period beginning January 1 following the annual hearing. Such proposed SAFE Revenue Requirements and Surcharges shall take into account the data filed pursuant to paragraphs (1), (2), and (3) of this section.

The Company shall establish separate accounts or subaccounts for each Eligible Replacement for purposes of recording the costs incurred for each project. The Company shall also establish a separate account or subaccount for any revenues derived from ~~SAFE Surcharges~~SAFE Surcharges.

Florida City Gas
FPSC Natural Gas Tariff
Volume No. 11

~~Fifth Revised Sheet No. 81~~
~~Cancels Fourth Revised Sheet No. 81~~

[Link-to-previous setting changed from on in original to off in modified.]

[Florida City Gas](#)

[FPSC Tariff](#)

[Original Volume No. 12](#)

[Original Sheet No. 7.409](#)

RIDER"D"

**SAFETY, ACCESS AND FACILITY ~~ENHANCEMENT~~IMPROVEMENT
(SAFE;~~PROGRAM~~**

(Continued) CONTINUED

Calculation of the SAFE Revenue Requirements and SAFE Surcharges.

In determining the SAFE Revenue Requirements, the Commission shall consider only (a) the net original cost of Eligible Replacements (i.e., the original cost); (b) the applicable depreciation rates as determined and approved by the Commission based on the Company's most recent depreciation study; (c) ~~the~~ accumulated depreciation associated with the Eligible ~~Replacements~~Replacements;

(d) the current state and federal income and ad valorem taxes; and (e) the Company's weighted average cost of capital ~~as calculated on Tariff Sheet No. 78.~~

The SAFE Revenue Requirements shall be calculated ~~as follows~~as follows:

Line	Description	Value	Source
1	Revenue Expansion Factor	1.35270	As calculated in most recent base rate proceeding using <u>proceeding using</u> current tax rates
2	Ad Valorem Tax Rate	%	Effective Property Tax Rate for most recent 12 Months ended December 31
3	Mains	\$	Eligible Replacement Mains
4	Services	\$	Eligible Replacement Services
5	Regulators	\$	Eligible Replacement Regulators
6	Other	\$	Eligible Replacement Other
7	Gross Plant	\$	L3+L4+L5+L6
8	Accumulated Depreciation	\$	Previous Period Balance +L13
9	Construction Work In Progress	\$	Non-interest Bearing
10	Net Book Value	\$	L7-L8+L9
11	Average Net Book Value	\$	(L10 + Balance From Previous Period)/2
12	Return on Average Net Book Value	\$	L 11 X Company's calculated weighted average cost of capital
13	Depreciation Expense	\$	Lines 3,4,5 & 6 X applicable approved Depreciation Rates
14	Property Tax	\$	(L7-L8) XL 2
15	Customer and general public notification and other applicable expense	\$	O&M expense incurred as a result of eligible plant replacement
16	SAFE Revenue Requirement	\$	(L12+L13+L14+L15) XL 1

[Link-to-previous setting changed from on in original to off in modified.]

[Issued by: Jeffrey Sylvester, Chief Financial Officer](#)

[Effective:](#)

[Florida City Gas](#)

[Link-to-previous setting changed from on in original to off in modified.]

Florida City Gas

FPSC Tariff

Original Volume No. 12

Original Sheet No. 7.410

[Link-to-previous setting changed from on in original to off in modified.]

Issued by: Jeffrey Sylvester, Chief Financial Officer

Effective:

Florida City Gas

TAXES AND OTHER ADJUSTMENTS

~~Effective: January 1, 2024~~

~~Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas~~

~~FPSC Natural Gas~~

~~Tariff Volume No. 11~~

~~82~~

~~Original Sheet No.~~

RIDER "E"

There will be added to all bills rendered, all applicable local, state and federal fees and taxes, including but not limited to, municipal utility taxes, franchise fees, state gross receipts tax, and state sales taxes presently assessed by governmental authorities, as well as any future changes or new fees, taxes or assessments by any governmental authorities subsequent to the effective date of this Tariff. All such fees, taxes and assessments as described above shall be shown on Customer or Third Party Supplier bills.

~~Transportation Balancing Charge ("TBC")~~

PURCHASED GAS COST RECOVERY FACTOR

Applicable to all Customers taking ~~Transportation~~Sales Service from ~~a Third-Party Supplier (TPS). The Transportation Balancing~~the Company under all GS, GL, RSG, CSG and NGV Rate Schedules. The PGA Charge ~~(TBC)~~, as defined herein, is designed to recover the ~~incremental costs incurred by~~cost to the Company ~~to balance differences between the gas supply nominated by the TPS on behalf of the Transportation Customer and the gas supply consumed by the Transportation Customer. The TBC will become effective once the Company's billing system modifications are complete.~~of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and assessments in connection with the purchase and sale of gas.

~~A. The TBC shall allocate a portion of the Company's total annual capacity and storage costs booked to its Purchased Gas Adjustment (PGA) based on a multi-year average system-wide total TPS imbalance as a percentage of FCG's total annual capacity and storage maximum daily quantities (MDQ).~~

~~B. The TBC shall be a fixed monthly rate per therm for gas consumed by a Transportation Customer supplied in any billing period. The TBC shall be adjusted by the Company's expected weighted average cost of gas (WACOG), and other adjustments as specified and approved by the Florida Public Service Commission. The WACOG may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the twelve-month period ending December 31st, in accordance with the methodology adopted by the Commission. The factor determined as set forth above shall be multiplied by 1.00503 for regulatory assessment fees, and rounded to the nearest \$0.00001 per therm, to be applied to the total number of therms consumed by the Transportation Customer during the billing period.~~

~~C. Upon the effective date of this Rider E, the TBC shall be \$0.0078/therm, including regulatory assessment fees, and shall be applied to the monthly bills of all Customers taking Transportation Service during the billing month.~~

1. The PGA cap recovery factor approved by the Commission for the billing months of January 2026 through December 2026 is \$1.2769 per therm.
2. If re-projected gas cost expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a midcourse 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, shall have the option of flexing downward (reducing the WACOG) or upward (increasing the WACOG) to the extent that the 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.

~~D. The TBC shall remain fixed until modified by order of the Florida Public Service Commission. The Company shall file to update the TBC rate if there are future material changes in the total capacity/costs booked to the PGA. The Company shall also track the average~~

~~monthly TPS balances on an annual basis and shall submit a filing to update the Balancing Charge if the three-year average monthly system-wide total TPS imbalances change by more than 10.0%.~~

~~E. All revenues recovered through the TBC shall be used to reduce the Company's annual capacity and storage costs and shall be recorded to and reflected as an offset or credit to the annual PGA actual final true-up filing.~~

- 3. Any over recovery or under recovery of purchased gas costs by the Company as a result of adjustments made pursuant to the above shall be "trued-up" (refunded to Customer or collected by Company) with interest, during succeeding billing periods as an adjustment to the WACOG, in accordance with the methodology adopted by the Commission, or as such methodology may be amended from time to time by further order of the Commission.

~~FPSC Natural Gas
Tariff Volume No. 11
83~~

~~Original Sheet No.~~

RIDER "F"

**NATURAL GAS FACILITIES RELOCATION COST RECOVERY CLAUSE
(NGFRCRC)**

Applicability:

Applicable to all Customers served under the Rate Schedules shown in the table below:

The Non-Fuel Energy Charge or Transportation for the applicable Rate Schedules shall be increased or decreased for the NGFRCRC Rider Charge to reflect recovery of facility relocation related expenditures by the Company. The NGFRCRC factors include a tax factor of 1.00503 and rounded to the nearest \$0.00001 per Therm. The charges were calculated in accordance with Florida Statute 366.99(1) and Commission Rule 25-7.150.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2026 through December 31, 2026 are:

<u>Rate Schedule</u>	<u>Rates per Therm</u>
<u>RS, 4</u>	\$0.05343 <u>RSG</u> <u>To be determined</u>
<u>GS-1, GTS-1, COM-SG, COM-SGT</u>	<u>To be determined</u>
<u>GS-2, GTS-2</u>	<u>To be determined</u>

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

GS-3, GTS-3

To be determined

G4-4, GTS-4

To be determined

GS-5, GTS-5

To be determined

GS-6, GTS-6

To be determined

GS-7, GTS-7

To be determined

SWING SERVICE RIDER

Applicability:

The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

The Swing Service factors for the period from the first billing cycle for each Company Operating Unit for the period of January 2027 through the last billing cycle for December 2027 are as follows:

Rate Schedule

Rates per Therm

GTS-1

To be determined

GTS-2

To be determined

GTS-3

To be determined

GTS-4

To be determined

GTS-5

To be determined

GTS-6

To be determined

GTS-7

To be determined

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

RS-100 \$0.02808
RS-600 \$0.01614

Definitions

This surcharge allocates a fair portion of Upstream Capacity Costs and expenses associated with the provision of Swing Service to transportation Customers in accordance with FPSC approval.

GS-1 \$0.01204

SHIPPER OF LAST RESORT

Applicability:

All Customers in an ADDQ Customer Pool, only when the Company, upon default of a Third Party Supplier, is providing the Shipper of Last Resort Service.

The Monthly Rate shall contain an additional component (the "SOLR Fuel Charge") for Gas supplied in any billing period. The SOLR Fuel Charge shall be Company's weighted average cost of Gas (WACOG). The WACOG shall be derived from such charges (Gas supply costs, interstate pipeline capacity charges, monthly imbalance charges, Operational Order charges, SAS and SABS Charges, etc.) that comprise the total cost of Gas to the Company. The WACOG shall be determined 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 grossed up by 1.00503 for regulatory fees and rounded to the nearest \$0.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during each billing period.

During the time the Company is providing SOLR Service, all over- or under-recovery of the cost of Gas supplied by the Company shall be "trued up", with interest, during succeeding billing

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

Florida City Gas

FPSC Tariff

Original Volume No. 12

Original Sheet No. 7.417

periods as an adjustment to the WACOG. Upon selection and activation of a new Third Party Supplier(s), Company shall, on a pro-rata basis, credit or bill the new Third Party(s) the remaining over- or under-recovery of the cost of Gas supplied.

RESERVED FOR FUTURE USE

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

INDEX OF STANDARD FORMS

<u>A. EXTENSION OF FACILITIES AGREEMENT</u>	<u>8.100</u>
<u>B. PROPERTY OWNERS CONSENT FORM</u>	<u>8.105</u>
<u>C. BILL</u>	<u>8.106</u>
<u>C. BILL (BACK)</u>	<u>8.107</u>
<u>D. DISCONNECTION NOTICE</u>	<u>8.108</u>
<u>E. FINAL BILL REMINDER</u>	<u>8.109</u>
<u>E. FINAL BILL REMINDER – FINAL NOTICE</u>	<u>8.110</u>
<u>G. WARNING TAG</u>	<u>8.111</u>
<u>H. SORRY WE MISSED YOU TAG</u>	<u>8.112</u>
<u>I. CTS AFFIDAVIT FORM</u>	<u>8.113</u>
<u>J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT</u>	<u>8.115</u>
<u>K. MINIMUM VOLUME COMMITMENT AGREEMENT</u>	<u>8.123</u>
<u>L. RENEWABLE NATURAL GAS SERVICE (RNGS) FORM</u>	<u>8.127</u>

STANDARD FORMS

A. EXTENSION OF FACILITIES AGREEMENT

(Added graphics)



FLORIDA CITY GAS
GAS EXTENSION CONTRACT

AFE# _____ BCA# 415008 _____

DATE: _____ LOCATION: _____

STATE OF FLORIDA COUNTY OF: _____ MAILING ADDRESS: _____

THIS GAS EXTENSION CONTRACT (this "AGREEMENT"), entered into by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, hereinafter called "Company," and _____ hereinafter called "Applicant" witnesseth:

WHEREAS, Applicant owns, or occupies as lessee, certain property located in Land Lot No. of the District of _____ County, Florida, in the City or Town of _____; and has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to the provisions contained at Rule 14 of its Tariff duly filed with the Florida Public Service Commission, as amended from time to time, hereinafter referred to as the "Tariff" and attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors, and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 14 of Company's Tariff attached hereto and made a part hereof. The Company will install gas facilities, substantially as configured in Attachment A, including (_____) gas meter(s) to serve the total equipment load indicated in Schedule A at a delivery pressure of _____ PSIG. Any changes to these facilities or their configuration requested by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates and other costs.

(2) Applicant shall provide and maintain, without charge to Company, a suitable space for the metering and associated equipment. Such space shall be as near as practicable to the point of entrance to the service pipe, and readily accessible to authorized employees or agents of the Company. The standard meter location will be determined by the Company. Any deviations from the location must be approved by the Company and paid for by the Applicant at the Company's current cost. In apartment houses, office buildings, townhouses or condominiums with multiple service, all meters shall, whenever possible, be grouped together. Adequate passageway, maintained free of obstacles and unsafe and hazardous conditions, shall be provided by Applicant at all times.

(3) The Company in its sole discretion may install, at its expense, an automatic meter reading ("AMR") device to monitor Applicant's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure or an AMR device is required by the rate schedule under which the Applicant will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the Applicant's expense. When such devices require attachment to telephone and/or electric utilities, the Applicant shall provide and pay for suitable connections unless the Company elects to make such connections. When an AMR device is requested by the Applicant, the AMR device and any necessary appurtenances shall be installed at the Applicant's expense if the installation is deemed feasible by the Company. Where feasible, the Company will make data from the AMR device or other equipment available to the Applicant upon the signing of a separate Service Agreement.

(4) Applicant will activate their billing account, install their natural gas appliances and equipment, and commence using natural gas in a bona fide manner within forty five (45) days after the date the extension is completed (the "Completion Date") or by [insert date] _____ jointly agreed to by the Company and Applicant, and for the duration used to calculate the Maximum Allowable Construction Cost ("MACC"), as defined in Rule 14 of the Company's Tariff, and continue to so use, those appliances and equipment indicated in Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and MACC for gas facilities installed free to the Applicant and the advance in Aid to Construction ("ATC"), if any, to be paid by the Applicant to Company. Company has calculated the Applicant's ATC in Schedule A on the assumption that Applicant will take service under the rate schedule identified in Schedule A for the six (6) year duration used to calculate the MACC. If Applicant takes service under a different rate schedule at any time during such period, then Company may recalculate the Applicant's ATC and require Applicant to pay any additional contribution prior to taking service under such different rate schedule.

(5) The Company in its sole discretion shall utilize its Area Extension Program ("AEP"), as defined in Rule F.3 of the Company's Tariff, in lieu of the ATC required as indicated in Schedule A, line D, hereof.

(6) AEP shall be collected on a per metered them basis and will be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. The AEP program includes a maximum collection period of up to ten (10) years but if collections are sufficient before the expiration to include the provision for the accumulated cost of capital, the AEP for that area shall terminate

immediately. Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

(7) Pursuant to Rule F.2 of the Company's Tariff, Applicant agrees to take delivery of, or pay for it not taken, the minimum annual volume of gas set forth in Schedule B. In no instance will the minimum volume commitment be set at a level that exceeds the volume amount used to calculate the MACC for the Applicant, nor will the volume commitment term exceed six (6) years. If, at the end of any Contract year, the volume of gas taken by Applicant during such year is less than the minimum annual volume for such year (the "Shortfall Quantity"), then the Company shall invoice for, and Applicant shall pay for, the Shortfall Quantity at the rates in the applicable rate schedule in the Company's Tariff, including the applicable per-therm AEP Surcharge, if any. Such shortfall payment shall be in addition to, and shall not reduce or offset, and ATC or AEP payments owed hereunder.

(8) Applicant shall be required to provide a deposit in the amount of two (2) months projected charges, calculated by adding the twelve (12) months of projected charges divided by 12 and multiplying the result by 2. Once the customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning the overcharge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the Applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills. The Company may charge, upon written notice of not less than 30 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills. All deposits and refund of deposits to the customer shall be in accordance with Rule C of the Company's Tariff, as may be amended from time to time.

(9) If there is no gas consumption after 45 days from the Completion Date, or the period agreed upon by the Company and Applicant as identified in paragraph 4, Company may disconnect the service from the main and Applicant shall reimburse Company the Estimated Cost to Serve as Schedule A.

(10) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(11) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to (except any refunds required by Rules F.2 or F.3 of the Company's Tariff), the Applicant, to: (a) extend the gas main or connect additional gas mains to any part of it; and (b) serve new additional regular customers at any time through service connections attached to such main to extended or connected gas mains.

(12) This Agreement is subject to all tariffs, rules and regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Florida Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Tariff, as they now exist, shall not be construed as exclusive, and all of her portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer to:

- a) Either party fails to execute this Agreement within 45 days of the day and year above; or
- b) Applicant fails to provide the Company with a written Notice to Proceed, as described in Paragraph 13 below, or such Notice to Proceed as provided by Applicant is for a date that is more than 45 days from the date of Applicant's execution of this Agreement.

(13) Applicant agrees to provide the Company with notice in writing of the date upon which Applicant desires the Company to proceed with the extension covered by this Agreement ("Notice to Proceed"). In no event shall the Notice to Proceed be for a date that is more than 45 days from the date of the Applicant's execution of this Agreement. Applicant agrees that the Company will proceed with the extension hereunder in accordance with a schedule of work determined by the Company in its sole discretion and that the Company has no obligation whatsoever to begin such work on any date provided by the Applicant, including the date in any Notice to Proceed.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 2)

(Added graphics)

(14) Within 45 days after the date first set forth above, Applicant shall make or procure satisfactory conveyance to the Company of all easements and rights of way required by the Tariff and any other property rights that Company reasonably deems necessary or appropriate for the purpose of owning, constructing, operating, maintaining, repairing, and replacing the gas facilities to be installed pursuant to this Agreement (together, the "Property Rights"). If Applicant is not the owner of the property identified above in this Agreement or any other property subject to the Property Rights, then Applicant shall, at its sole cost and expense, obtain from the respective property owner(s) all necessary Property Rights in the name of and for the benefit of Company. Company shall not be required to commence installation of any facilities until it has received all necessary Property Rights in a form acceptable to Company.

(15) Each party hereby represents to the other party that: (i) it as the full capacity and authority to enter into this Agreement; (ii) this agreement is executed by its duly authorized representative; (iii) this Agreement constitutes valid, binding, and enforceable obligations in accordance with its terms.

(16) This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles.

(17) This Agreement, together with any attachments hereto and the Tariff, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior or contemporaneous agreements or understandings with respect thereto. No modification, amendment, extension, or waiver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

(18) Unless otherwise specified in writing by Company, Applicant will not use the name, logo, trade name, or other mark of Company or any affiliate of Company in any press release, marketing or promotional materials, presentations, or in any medium whatsoever.

(19) This Agreement has been entered into for the sole benefit of the parties who are signatories hereto. It is not intended to benefit, or create any rights whatsoever in favor of, any persons other than the parties hereto.

(20) This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 3)

(Added graphics)

A. Estimated Cost to Serve		\$ _____
B. Applicant Gas Appliances		
Use Code	Gas Equipment	CFH/Hour
C. Estimated Annual Revenue		\$ _____
D. Maximum Allowable Construction Cost (Estimated Annual Revenue * 6)		\$ _____
E. Contribution Required by Applicant (ATC)		\$ _____
F. Contribution Amount eligible for Refund		\$ _____
G. Rate Schedule		_____
H. Deposit Amount		\$ _____

Schedule B

Contract Year	Minimum Annual Quantity in Therms

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals

APPLICANT _____
 BY _____
 TITLE _____

WITNESS _____

FLORIDA CITY GAS

BY _____
 TITLE _____
 DATE _____

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 4)

(Added)

Reference for Rule C Deposits and Security Florida City Gas Tariff

2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS

For an existing account or premise, the Company requires an initial deposit of two (2) times the actual average monthly bill calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2. For a new service or premise request, the total deposit may not exceed two (2) months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12 and multiplying the result by 2. Once the new Customer has had continuous service for a 12-month period, the amount of deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills. **Interest will be paid by the Company on Customer deposits at the rate of 2 percent per annum.**

The Company will pay interest on **Non-Residential Customer deposits at the rate of 3 percent per annum** in cases where the Customer has established a satisfactory payment record and has had continuous service for a period of 23 months as consistent with PSC Rule 25- 7.083(6). The Company has the option of refunding deposits after 23 months. The amount of such interest due any Customer shall be credited to the Customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period. The Company may charge, upon written notice of not less than 20 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills. When service is terminated, any balance of the amount deposited and interest accrued will be returned to the Customer, or the deposit may be returned at any time previous thereto at the option of the Company.

Residential deposits will be returned after the customer has had continuous service for a period of 23 months and has not in the preceding 12 months made more than one late payment of a bill, paid with a check refused by the bank, been disconnected for non-payment, tampered with the gas meter, or used service in a fraudulent or unauthorized manner. In each case where a refund is made the amount of the deposit and interest will be applied against any amount owed by the Customer and the balance refunded. At the option of the Customer, the deposit will be refunded in full after payment of the final bill.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 5)

(Added graphics)

A. Free Extensions of Mains and Services:

The maximum capital investment required to be made by the Company for main and service facilities without cost to the Customer shall be defined as the Maximum Allowable Construction Cost ("MACC"). The MACC shall equal six times the annual Margin Revenues estimated to be derived from the facilities. However, Customers initially served under the Residential Standby Generator Service ("RSG") and Commercial Standby Generator Service ("CSG") Rate Schedules shall not be eligible for extension allowances, even if additional load is added at a later date, but such Customers may be eligible to receive refunds of amounts paid to the Company for extensions under B.(2) below.

B. Extensions of Mains and Services Above Free Limit:

When the cost of the extension required to provide services is greater than the free limit specified above, the Company may require a non-interest bearing advance in Aid to Construction ("ATC") equal to the cost in excess of such free limit provided that: (1) At the end of the first year following construction, the Company shall refund to the person paying the ATC of the assigns an amount equal to the excess, if any, of the MACC as recalculated using actual gas revenues, less the actual cost of gas, over the estimated MACC used to determine the amount of the ATC. (2) For each additional Customer taking service at any point on the extension within a period of five (5) years from the date of construction, the Company shall refund to the person paying the ATC or their assigns an amount by which the MACC for the new Customer exceeds the cost of connecting the Customer, provided that an additional main extension shall have not been necessary to serve the additional Customer. (3) The aggregate refund to any Customer made through the provisions of (a) and (b) above shall at no time exceed the original ATC of such Customer. (4) The extension shall at all times be the property of the Company and any unrefunded portion of the ATC at the end of five (5) years shall be credited to the plant account of the Company. (5) The Company may require a commitment by a Customer to take or pay for a minimum volume of gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level of exceeds the volume amount used to calculate the MACC for the Customer, nor will the volume commitment term exceed six (6) years.

C. Area Extension Program Charge:

Notwithstanding the provisions of Sections A and B when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge ("AEP"). The Company, in its sole discretion, may require this charge when: (1) the cost of the project facilities required to provide service through the are is greater than the aggregate MACC for the Customers to be served; and (2) the Company reasonably forecasts Margin Revenues plus the AEP during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities. The AEP, which shall be stated on a per therm basis, shall apply with respect to all gas sold or transported to Company Customers located within the applicable discrete geographic area during the Amortization Period. The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to Customer within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined to be necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital. AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected Customers for amounts over collected, if any. Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. Further reassessments shall be performed by the Company following the fifth, seventh and ninth anniversary of the date when the project facilities where originally placed in service. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

B. PROPERTY OWNERS CONSENT FORM

(Added graphics)



Local Business Point of Contact Information

Name:

Primary Phone:

PROPERTY OWNER'S CONSENT FORM

Owner / Tenant _____ as the owner(s) of the property located at _____

Street Address _____ City or Town _____ State & Zip Code _____

County _____ hereby grant Florida City Gas Company _____

the right to install at the above property address the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida City Gas shall upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction.

Property owner acknowledges that Florida State law requires that prior to the installation of underground facilities, Florida City Gas or its contractor must contact 'Sunshine State One Call of Florida' to have all public utilities marked. Property owner and Florida City Gas shall agree prior to construction of gas facilities as to the condition of the property used to facilitate the installation.

It shall be the sole responsibility of the Property Owner to have all privately-owned utilities marked out or identified prior to the contractor performing the installation. Property Owner shall hold Florida City Gas and its contractors harmless with regard to any facilities not properly located or identified prior to construction. Further, this document shall signify that it is agreed upon by both parties that the installed gas service facilities shall remain forever the property and responsibility of Florida City Gas, its successors or assignees.

Consent Granted by:

Name and Title of Property Owner (Signed)

Print or Type

Date

Attested by:

Name and Title (Signed)

Print or Type

Date

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

C. BILL (BACK)

(Added graphics)

PAYMENT OPTIONS

Go Paperless! No matter how you pay, remember that you can always receive a secure email notification when your monthly bill is ready for viewing and paying. Visit floridacitygas.com to sign up today.

MAIL

An envelope is included with your bill for your convenience. To help us credit your account quickly and accurately, please return the remittance coupon along with a check or money order. Be sure to include your account number for quick processing. Make your check or money order payable to Florida City Gas and send to: P.O. Box 750059, Atlanta, GA 30374.

Note: Mailed check payments authorize us to make a one-time electronic debit or debit re-presentation from your bank in the amount designated. Visit floridacitygas.com or call 800.993.7546 for more information.

PHONE

Pay your bill by calling 800.993.7546 and follow the prompts. Note that our third-party payment vendor charges a convenience fee.

ONLINE

Visit floridacitygas.com and use your online savings, checking or credit card to pay. Note that our third-party payment vendor charges a convenience fee.

BUDGET BILLING

Our Budget Billing Program lets you pay your bill automatically through a direct debit from your bank or credit card account. It's fast and secure - and free to enroll and use.

IN PERSON

For a list of walk-in payment locations, visit floridacitygas.com or call Customer Care at 800.993.7546.

ABOUT ESTIMATED BILLS

We make every attempt to read every meter on a scheduled basis. However, on those occasions when we are unable to obtain a reading, your account will be billed on an ESTIMATED CONSUMPTION. Estimated bills are based on past usage, or the usage of similar customers if you are a new customer. When an actual reading is obtained, we will adjust your account for any discrepancies between the actual and estimated consumption.



DEFINITION OF TERMS

Access: In accordance with the regulations of the Florida Public Service Commission, Florida City Gas representatives shall be given access to the customer's premise at all reasonable times for the purpose of obtaining meter readings, inspection of piping and appliances and at all times for emergency purposes.

Customer Charge: A monthly charge that covers the basic fixed costs providing you with natural gas service.

Cost of Gas: The actual cost of the gas consumed. This is a direct pass-through; we earn no profit from this charge.

Energy Charge: This charge covers most operating costs, other than the cost of gas, associated with providing service.

Utility Tax: Fees paid to the applicable city/county government on the customer's purchase of gas. This tax is collected by us on behalf of the local government imposing the tax.

Franchise Tax: Fees paid to the applicable city/county government for the right or privilege to utilize public property for the purpose of supplying gas service. This tax is collected by us on behalf of the local government imposing the tax.

Therm: A unit of heat measurement equal to 100,000 BTU. We calculate your bill based on how many therms of gas were used.

BTU Factor: The factor used to convert CCF into therms.

CCF: One hundred cubic feet. This is the measurement used to determine usage.

S.A.F.E. Program Charge: This charge is for a PSC-approved program that improves safety and reliability by retiring existing rear easement steel residential utilities and replacing these with new advanced plastic utilities relocated to the front public right of way.

SERVICES AVAILABLE

For appliance installation and repair referrals: 888.248.9427.

Budget Payment Plan: Allows you to spread your natural gas cost over 12 equal monthly payments.

Third-Party Notice: Allows you to designate a third-party to be notified if your gas service is scheduled to be shut off for non-payment.

Payment Arrangements: We will work with any customer experiencing a financial or personal hardship to help you continue receiving gas service.

FEES AND CHARGES

Service Charges for Orders Initiated by the Customer: Additional charges apply for service outside regular business hours. For a detailed list of charges, see the Florida City Gas tariff on the Company's website: floridacitygas.com/rates-and-tariff.html

Connect Charge: There is an \$95 fee to initiate, connect or turn on your residential natural gas service, \$150 for commercial customers.

Reconnect Charge: There is a \$90 fee to restore your residential gas service, \$120 for commercial customers, following a disconnection for non-payment.

Temporary Disconnect Charge: There is a \$55 fee to temporarily disconnect residential or commercial service at a customer's request.

Failed Trip Charge: There is a charge of \$55 when a residential or non-residential customer fails to keep a scheduled appointment with us.

Returned Check Fee: For any check returned to us for insufficient funds, there is a fee in accordance with Section 68.085, Florida Statutes.

Late Payment Charge: There is a late payment fee of the greater of \$5 or 1.5% that will be applied to any balances unpaid after 20 days after receipt of billing.

HOW TO READ YOUR METER

To read your own meter, read the dials from the highest to the lowest quantity, generally from left to right. If the arrow falls between the numbers, record the lesser number (the number nine is less than zero). In the example below, the reading is "2084."



IMPORTANT PHONE NUMBERS

Report a Gas Leak (24 hours)
..... 888.352.5325
Customer Care
For billing questions (Monday-Friday: 7 - 8:30 pm)
..... 800.993.7546
Call Before You Dig
..... 811
For customer service concerns, you may also write to: P.O. Box 658, Dover, DE 19903

D. DISCONNECTION NOTICE

(Added graphics)

FCG
P.O. Box 658
Dover, DE 19903-0658

01/27/2026

FC20126A SNGLP 604
7000000002 00.0001.0002 2/1



Account Information (Información de la cuenta)

For Service At: (Para servicio en)	[REDACTED]
Amount Due: (Saldo vencido)	\$326.71
Statement Date: (Fecha de vencimiento)	01/27/2026
Account Number: (Número de cuenta)	[REDACTED]
Disconnection Date: (Fecha de desconexión)	02/06/2026

DISCONNECTION NOTICE

Our records indicate that your payment is past due and your service will be disconnected unless payment is received in full prior to the disconnect date. If your payment has already been made, please disregard this notice. If your service is disconnected, your account will be assessed all applicable reconnection fees and an additional deposit may be required. Reconnection of service may require access to both your meter and appliances. Be advised that your service(s) will not be reconnected until your account is paid in full or an approved payment arrangement is established. If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.

****Any prior disconnection notice with an outstanding balance overrides this new notice.****

AVISO DE DESCONEXIÓN

Nuestros archivos indican que su pago está atrasado y su servicio será desconectado a menos que su pago se reciba en su totalidad antes de la fecha de desconexión. Si ya ha efectuado el pago, por favor desatiende este aviso. Si se le desconecta el servicio, se le cobrarán a su cuenta todos los cargos de reconexión aplicables y es posible que se le exija un depósito adicional. La reconexión de los servicios puede requerir el acceso tanto a su contador como a sus electrodomésticos. Tenga en cuenta que sus servicios no serán reconectados hasta que su cuenta sea pagada en su totalidad o se establezca un acuerdo de pago aprobado. Si tiene alguna pregunta, por favor contacte nuestro Departamento de Atención al Cliente, de lunes a viernes, de 7:00 a.m. to 7:00 p.m. EST al 800-993-7546.

****Cualquier aviso de desconexión anterior con un saldo pendiente anula este nuevo aviso.****

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

E. FINAL BILL REMINDER

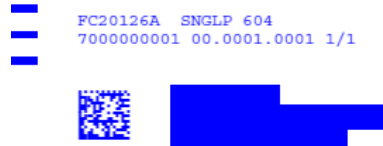
(Added graphics)

'1/1'

CITY GAS

P.O. Box 658
Dover, DE 19903-0658

01/27/2026



ACCOUNT INFORMATION	
For Service At:	[REDACTED]
Amount Due:	\$150.01
Statement Date:	01/27/2026
Account Number:	[REDACTED]

Final Bill Reminder

This is a reminder that your account balance is past due, and our records indicate that we have not yet received payment for your final bill.

Your prompt remittance is greatly appreciated. If your payment has already been made, please disregard this notice. If you are unable to make full payment at this time, please contact us to make a payment arrangement.

Be advised that your service(s) will not be reconnected until your account is paid in full.

If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.

E. FINAL BILL REMINDER – FINAL NOTICE

(Added) 
P.O. Box 658
Dover, DE 19903-0658

1111

01/27/2026

FC20126A SNGLP 604
7000000004 00.0001.0004 4/1



ACCOUNT INFORMATION

For Service At: 
Amount Due: \$879.76
Statement Date: 01/27/2026
Account Number: 

Final Bill Reminder - FINAL NOTICE

As of the date of this letter, we have not received payment in full for your account nor do you have an approved payment arrangement established. This is your final notice concerning your past due bill.

We regret to inform you that unless we receive payment, in full, immediately, your account will be sent to our collection agency to collect the entire balance due, which may include third party collection and/or legal costs. Please contact us immediately to make a payment arrangement and avoid these actions.

If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

G. WARNING TAG

(Added graphics)

WARNING		ADVERTENCIA	
This meter or appliance must not be turned on until the conditions indicated below have been corrected.		Este medidor o aparato no debe encenderse hasta que se hayan corregido las condiciones indicadas a continuación.	
Customer Name / Nombre del cliente:	Date / Fecha:		
Premise Address / Dirección del establecimiento:	Order / Orden #:		
Phone / Teléfono #:	Meter / Medidor #:		
Gas Appliance / Equipment Details / Detalles del aparato / equipo de gas:			
The following gas appliance / equipment has been turned / left off due to the below reason(s) / El siguiente aparato / equipo de gas ha sido apagado o ha quedado apagado debido a los siguientes motivos:			
<input type="checkbox"/> Water Heater / Calentador de agua	<input type="checkbox"/> Range / Estufa	<input type="checkbox"/> Space Heater / Calentador ambiental	<input type="checkbox"/> Customer Fuel Line / Línea de combustible del cliente
<input type="checkbox"/> Furnace / Calentación	<input type="checkbox"/> Dryer / Secadora	<input type="checkbox"/> Piping / Tubería	
<input type="checkbox"/> Boiler / Caldera			
<input type="checkbox"/> Other / Otro:			
Appliance Location / Ubicación del aparato:			
<input type="checkbox"/> First Floor / Primer piso	<input type="checkbox"/> Second Floor / Segundo piso	<input type="checkbox"/> Attic / Ático	<input type="checkbox"/> Basement / Sótano
<input type="checkbox"/> Utility Room / Cuarto de servicio	<input type="checkbox"/> Garage / Garaje	<input type="checkbox"/> Other / Otro	
Manufacturer of Appliance / Fabricante del aparato:			
Model # / N.º de modelo:	Serial # / N.º de serie:		
Reason gas equipment was turned / left off / Motivo por el cual se apagó o dejó apagado el gas:			
<input type="checkbox"/> Leak on Customer Fuel Line / Fuga en la línea del cliente <input type="checkbox"/> Leak at Appliance / Fuga en el aparato <input type="checkbox"/> Improper Appliance Installation / Instalación inadecuada del aparato <input type="checkbox"/> Appliance Not Working Properly / El aparato no funciona correctamente <input type="checkbox"/> Improper Appliance Venting / Ventilación inadecuada del aparato <input type="checkbox"/> Improper Appliance Air Supply / El aparato no recibe el suministro de aire adecuado <input type="checkbox"/> Unable to Test Appliance / No se puede probar el aparato <input type="checkbox"/> Other – See Explanation / Otro (Consulta la explicación)			
Explanation / Explicación:			
<input type="checkbox"/> Appliances / Equip / Aparato / Equipo <input type="checkbox"/> Meter / Medidor <input type="checkbox"/> Meter / Medidor <input type="checkbox"/> On / En <input type="checkbox"/> Off / De			
Card left at / Se dejó la tarjeta en: <input type="checkbox"/> Owner or Tenant / Propietario o Inquilino <input type="checkbox"/> Tape Applied / Se usó cinta <input type="checkbox"/> Yes / Sí <input type="checkbox"/> No			
Acknowledgement / Reconocimiento			
<p>By signing this card, you acknowledge that you have been notified of the unsafe condition(s) of your appliance(s) and/or customer piping. The obligation to correct the above-listed condition(s) is yours and you are urged to take steps to immediately correct the condition(s) so as to ensure safe use of your appliance(s) and/or customer piping.</p> <p>DO NOT CONNECT OR USE THE TAGGED APPLIANCE(S) OR CUSTOMER PIPING UNTIL YOU HAVE A PROPERLY LICENSED AND QUALIFIED AGENCY/PERSON PERFORM THE NECESSARY REPAIRS.</p> <p>Allowing an agency/person who is not licensed and qualified to repair the appliance or restoring gas service to an appliance that has not been properly repaired can be very dangerous because an appliance or customer piping that is not operating properly may cause explosion or fire. The Company declines any and all liability for damage which may result from use of the tagged appliance(s) and/or customer piping in their faulty condition.</p> <p>Al firmar esta tarjeta, usted reconoce que ha sido notificado acerca de las condiciones inseguras de sus aparatos o de las tuberías del cliente. La obligación de corregir las condiciones advertidas anteriormente le corresponde a usted y se lo insta a tomar medidas para corregir las condiciones de modo de garantizar el uso seguro de sus aparatos o de las tuberías del cliente.</p> <p>NO CONECTE NI UTILICE LOS APARATOS ETIQUETADOS NI LAS TUBERÍAS DEL CLIENTE HASTA QUE UNA AGENCIA O PERSONA CORRECTAMENTE AUTORIZADA Y CALIFICADA REALICE LAS REPARACIONES NECESARIAS.</p> <p>Permitir que alguien que no está autorizado y no calificado repare el aparato o restaure el servicio de gas a un aparato que no ha sido reparado de la manera adecuada, ya que un aparato o una tubería del cliente que no funciona correctamente puede causar explosiones o incendios. La Compañía rechaza cualquier responsabilidad por daños que puedan resultar del uso de aparatos y/o tuberías del cliente etiquetados cuando no están funcionando correctamente.</p>			
Print Name / Nombre en letra de imprenta	Signature / Firma*		
<p>*If you lease this premise, it is your responsibility to notify your landlord that repairs are needed. / *Si alquila este establecimiento, es su responsabilidad notificar al arrendador sobre la necesidad de las reparaciones.</p>			
<input type="checkbox"/> Owner / Propietario	<input type="checkbox"/> Tenant / Inquilino	<input type="checkbox"/> No One Home / Casa sin dueño	
<input type="checkbox"/> Other / Otro:			
Field Operations Rep. Signature / Representante de operaciones de campo Firma:	Employee #		

H. SORRY WE MISSED YOU TAG

(Added graphics) **WE MISSED YOU**

Date: _____

We left your gas service: On Off

We came by:

For routine maintenance of your gas service.

For a routine change of your gas meter.

To read your gas meter. We were unable to complete the work for the following reason(s):

Gate locked Shrubbery needs trimming

Dog Other: _____

To install a gas service near your property.
The gas main that serves a new customer is located in the right-of-way near your property.

For routine maintenance of gas facilities in the right-of-way.

To renew a gas service near your property.

To renew the gas service to your property.

Other: _____

Any pavement or landscaping that was disturbed will be restored at no charge to you. We appreciate your patience and apologize for any inconvenience.

To have your service restored or if you have any questions, please call our Customer Care Center: **800.993.7546**.

FLORIDA CITY GAS FloridaCityGas.com

I. LE Rider/ CTS AFFIDAVIT FORM

To: Florida City Gas
Attn: Energy Logistics Department
PO Box 960
Winter Haven, Florida 33882

From: Company Name: _____
Address: _____
Contact: _____
Telephone: _____
Service Address: _____
Receiving Offer: _____

Alternate Fuel Offer

Fuel Supplier: _____
Fuel Type: _____
Quantity: _____
Term: _____
Price per Unit: _____
Taxes: _____
Fuel Delivery Cost: _____
Offer Expires: _____

Third Party Natural Gas Costs

Gas Supplier: _____
Gas Supply Cost (Total): _____

Bypass Alternative

Distance from Interstate Pipeline: _____
Construction Cost: _____
Payback (Years): _____
Quantity (Annual Therms): _____
Bypass Avoidance Rate (per Therm): _____

As an Authorized Representative of _____, I hereby certify that the foregoing information is true, complete and correct, and that the Company has the capability to either utilize the designated Alternate Fuel in the quantities specified or bypass the Florida City Gas at the above referenced facility. A copy of the Alternate Fuel Offer and the Third-Party Natural Gas Costs or the detailed Construction Costs is attached as evidence of the bona fide offer from the Alternate Fuel provider and the natural Gas costs from the third-party provider or a copy of the detailed Construction Costs is attached as evidence of the bona fide opportunity to bypass.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

I. LE RIDER/CTS AFFIDAVIT FORM - CONTINUED

I further certify that _____ will terminate Gas Service from the Utility on _____ unless the total price for gas service is adjusted, as provided in the Company's rate schedule rider CTS, to compete with the Alternate Fuel price or bypass price as indicated above.

Customer Name: _____

Name: _____

Title: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____.

_____, a _____ Corporation, who (strike one) is personally known to me / produced _____ as identification, on behalf of said Corporation.

(NOTARY SEAL)

Notary Public Signature

Typed / Printed Notary Name

Commission No:

My Commission Expires:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT

FLORIDA CITY GAS
LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT

This Agreement entered into this _____ day of _____,
20 _____, by and between Florida City Gas Company, herein after referred to as "Company"
and:

Company Name: _____
Account Number: _____
Contact Person & Title: _____
Mailing Address: _____
Telephone Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and
Customer agrees to purchase or pay for services required by Customer under Company's Load
Enhancement Contract Transportation Service ("LE CTS") Rider.

WHEREAS Customer has demonstrated Customer's Alternative Fuel or bypass capabilities and
has provided Company with a fully executed LE CTS Affidavit Form (Sheet Nos. 8.113-8.114)
from Company's Tariff.

Term of Agreement

Service under this Agreement shall commence on the _____ day of _____, 20 _____, or
on the first day following the date the Company completes the installation of necessary Mains,
Meters, and other essential equipment to service the Customer, whichever is later. This
Agreement will remain in effect for an initial term of _____ year(s) beginning with the
commencement of service by the Company, and thereafter from year to year. At any time after
the initial term, either party may terminate this contract by giving written notice of termination
(specifying a termination date at the end of such contract year or any contract yearly period
thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The terms, and conditions of this Agreement are subject to change as may be lawfully required
or permitted by the Florida Public Service Commission ("FPSC"). The applicable rates of this
Agreement described herein. If the Company's FPSC Tariff and provisions within this

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Agreement conflict, the provisions in this Agreement will prevail.

All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference.

All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Company's LECTS Rate Schedule. Copies of Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In the event that the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements [and Security if applicable]

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system.

Upon the execution of an expansion agreement between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the transportation charges payable by Customer pursuant to this Agreement. In the event Customer elects not to use the Transportation Service contemplated by this Agreement, Company shall have the right, without notice to Customer, to make claim on the Security for the amount of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not, as of the time of such claim, been recovered by Company through the transportation charges payable by Customer pursuant to the Transportation and Other Charges Section of this Agreement. Security shall be provided as follows:

Provided Customer is not in default of its obligations under this Agreement, Customer's obligation to provide the Security as hereinabove provided shall terminate at the end of the Contract Year.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida City Gas, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Third Party Supplier

Customer shall designate a Third Party Supplier from Company's List of Approved Third Party Suppliers on Company's website.

Point of Receipt and Point of Delivery

CTS Customers or Customer's Designee will cause Customer's natural Gas to be delivered to Company's Receipt Point as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Receipt Point to the Company's Delivery Point as specified in Exhibit A.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Election of Service Level

CTS Customers will elect a Maximum Daily Contract Quantity ("MDCQ") by season in Exhibit A. If applicable, Customer's Third Party Supplier will be required to accept a capacity Relinquishment in a quantity Relinquishment in a quantity equal to the Maximum Daily Contact Quantity.

Monthly Minimum Bill Quantity

Customers who are served under Company's CTS Rider requiring minimum monthly billing quantities agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Transportation and Other Charges

Customer shall pay Company each Month for Transportation Service in accordance with Company's CTS Rider. The charge per Therm billed by Company to Customer is \$ _____ per Therm and/or \$ _____ per Month.

Balancing Provisions

[INSERT BALANCING PROVISIONS]

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than _____ p.s.i.g.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in Debarry, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Florida City Gas

By: _____

Title: _____

Attest:

CUSTOMER

By: _____

Title: _____

Attest:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

EXHIBIT A
TO THE LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT BY
AND BETWEEN [INSERT APPLICABLE COMPANY NAME]
AND _____

CAPACITY RELEASE QUANTITIES – MMBTUS PER DAY

<u>JAN _____</u>	<u>FEB _____</u>	<u>MAR _____</u>
<u>APR _____</u>	<u>MAY _____</u>	<u>JUN _____</u>
<u>JUL _____</u>	<u>AUG _____</u>	<u>SEP _____</u>
<u>OCT _____</u>	<u>NOV _____</u>	<u>DEC _____</u>

TRANSPORTATION SERVICE PROVIDER _____

POI Number _____

COMPANY'S RECEIPT POINT

Customer shall deliver natural Gas to Company at:

Point Name

COMPANY'S DELIVERY POINT

Company shall deliver natural Gas to Customer at Company owned Meter located at:

Customer's Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

K. MINIMUM VOLUME COMMITMENT AGREEMENT

Subject to the terms and conditions of this Service Agreement, [INSERT COMPANY NAME], a [INSERT STATE] corporation, (“Seller”), agrees to provide firm gas service to [INSERT CUSTOMER NAME] (“Buyer”), a [INSERT STATE OF INCORPORATION],[INSERT TYPE OF CORPORATION], at Buyer’s facility located at [INSERT FACILITY ADDRESS], (the “Facility”). This Service Agreement shall be effective upon the commencement of the natural gas service and shall continue in effect thereafter for a period of six (6) years or until such earlier time that Buyer meets their minimum delivery obligation.

I- DEFINITIONS

When used in this Service Agreement:

- A. “Gas” shall mean natural gas or any commonly accepted and suitable equivalent.
- B. “Service” shall mean the sales or transportation, balancing and delivery of gas on Seller’s distribution system pursuant to the terms and conditions of Seller’s tariff (the “Tariff”) on file with the Florida Public Service Commission, as the same may be amended from time to time, at the outlet side of Seller’s measuring and regulating equipment at the Facility.
- C. “Six-Year Service Period” shall mean the period of six (6) years following the date on which natural gas delivery service to the Facility is first available.
- D. “Commission” shall mean the Florida Public Service Commission.

II- GENERAL SERVICE PROVISIONS AND REGULATIONS

- A. Seller operates and maintains facilities for the distribution of natural gas in the State of Florida and proposes to deliver natural gas to the Buyer on a firm basis.
- B. Seller’s applicable rate schedules and general service provisions set forth in the Tariff and on file with the Commission, whether of general or specific applicability, as they may be amended, modified, or changed from time to time, are hereby incorporated into this Service Agreement by reference. Seller reserves the right to amend, modify or change unilaterally its tariffs and rate schedules for terms and rates such as the Customer Charge, and potential fees such as Franchise Fees, subject to the approval of the Commission.

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

III - PRICING TERMS

For all Service to Buyer during the Six-Year Service Period, Buyer shall pay Seller each month in accordance with the pricing provisions of the Tariff, as amended from time to time. The Buyer will take Service under Rate Schedule [INSERT APPLICABLE RATE SCHEDULE]. During the Six-Year Service Period, Buyer agrees to a Minimum Annual Delivery (“MAD”) of natural gas at the Facility which will follow the schedule outlined in Section IV.

IV - REQUIREMENTS

Buyer’s total gas requirements are estimated to be _____ Therms in a six-year period.

- A. As a financial guarantee, Seller requires Minimum Annual Deliveries of gas (“MAD”) for each twelve-month delivery period as follows: period one: _____ Therms; period two: _____ Therms; period three: _____ Therms; period four: _____ Therms; period five: _____ Therms; period six: _____ Therms.
- B. As used herein, the term “twelve-month delivery period” shall mean each twelve-month period within the Six-Year Service Period beginning with the date that gas service is available to the Facility.
- C. If Buyer fails to take delivery of the MAD in any twelve-month delivery period, Buyer shall pay Seller a deficiency charge calculated as follows: the difference between the applicable MAD and the actual quantity of gas delivered during the twelve-month delivery period, multiplied by the delivery service rate in effect at the end of the twelve-month delivery period. Seller will invoice Buyer for the deficiency charge within thirty (30) days after the end of each twelve-month delivery period, and Buyer shall pay said invoice within thirty (30) days of receipt. Each party’s performance obligation hereunder shall abate proportionately during a Force Majeure event and during any period that a party is unable to perform its obligations due to the other party’s performance failure. The term of this Service Agreement shall be extended for a period equal to the length of any such abatement(s).
- D. If, during any twelve-month delivery period, the actual quantity of gas delivered to the Facility exceeds the applicable MAD, said excess shall be carried forward to the next twelve-month delivery period for purposes of calculating any deficiency charge hereunder.

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

V - TERMINATION CHARGES

If Buyer terminates Service hereunder after execution of this agreement, Buyer shall pay Seller in full the remainder of the MAD deficiency charges. Buyer agrees that it will make any such deficiency charge payment to Seller within thirty (30) days after receipt of Seller's invoice.

VI - NOTICES

All notices in connection with this Service Agreement shall be in writing, and conveyed by first class mail, except for notices of pricing changes and notices of service interruptions (if any), which shall be provided in accordance with the Tariff and Florida law.

Notices to Buyer shall be addressed to:

Notices to Seller shall be addressed to:

The date of mailing shall constitute the date of notice for all notices given under this Service Agreement, unless otherwise specified.

VII - MISCELLANEOUS TERMS

- A. This Service Agreement, together with the Tariff and any attachments hereto, constitute the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party which is not contained in this Service Agreement or the Tariff shall be binding upon either party. Subject to the other provisions of this Service Agreement, this Service Agreement may not be modified or altered except in writing signed by the parties.
- B. This Service Agreement is subject to the regulatory authority of the Commission. If any part, term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if the Service Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

- C. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- D. This Service Agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Florida

In witness whereof, the parties have executed this Service Agreement effective [INSERT EFFECTIVE DATE].

This Service Agreement is subject to the regulatory authority of the Commission. If any part term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of

Witness:

Florida City Gas

By: _____

By: _____

Name: _____

Title: _____

Witness:

Buyer:

By: _____

By: _____

Name: _____

Title: _____

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

CONTRACTS AND AGREEMENTS

1. Load Enhancement Service Agreement (Confidential) with Pivotal Holdings, Inc. d/b/a Florida City Gas and Miami Dade County dated 3/20/2025. – FPSC Docket No. 20250058-GU

GS-6K		\$0.00702
GS-25K	\$0.00639	
GS-120K	\$0.00492	
GS-1250K	\$0.00349	
GS-11M—GS-25M	\$0.00000	
GSG—RSG	\$0.00000	

~~Issued by: Jeffrey Sylvester, Chief Operating Officer
1, 2026 Florida City Gas~~

~~Effective: MAR~~

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

FLORIDA CITY GAS
DOCKET NO. 20260026-GU MINIMUM FILING REQUIREMENTS

SCHEDULE E-9

Tariff Sheets - Proposed FCG Tariffs

WITNESS SPONSOR

W. Grimard

TITLE PAGE

NATURAL GAS TARIFF

ORIGINAL VOLUME 12

of

Florida City Gas

(Cancels and supersedes Original Volume No. 11 of Florida City Gas FPSC Natural Gas Tariff)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida City Gas
208 Wildlight Avenue
Yulee, Florida 32097

Attention: Director of Regulatory Affairs

TABLE OF CONTENTS

TITLE PAGE	1.000
TABLE OF CONTENTS	2.000
MISCELLANEOUS AND GENERAL INFORMATION	3.000
SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED	4.000
TECHNICAL TERMS AND ABBREVIATIONS	5.000
INDEX OF RULES AND REGULATIONS	6.000
RULES AND REGULATIONS	6.025
INDEX OF RATE SCHEDULES	7.000
RATE SCHEDULES	7.100
BILLING ADJUSTMENTS	7.400
INDEX OF STANDARD FORMS	8.000
STANDARD FORMS	8.100
INDEX OF CONTRACTS AND AGREEMENTS	9.000

MISCELLANEOUS AND GENERAL INFORMATION

Company Information:

Florida City Gas is principally engaged in the distribution and sale of natural gas. Its operations are entirely within the State of Florida.

Business offices are located at:

4045 NW 97th Avenue
Doral, Florida 33178

5778 NW Enterprise Drive
Port St. Lucie, Florida 34986

4180 US-1
Rockledge, Florida 32955

Communications covering rates should be addressed to:

Florida City Gas
208 Wildlight Avenue
Yulee, Florida 32097

Tariff Applicability:

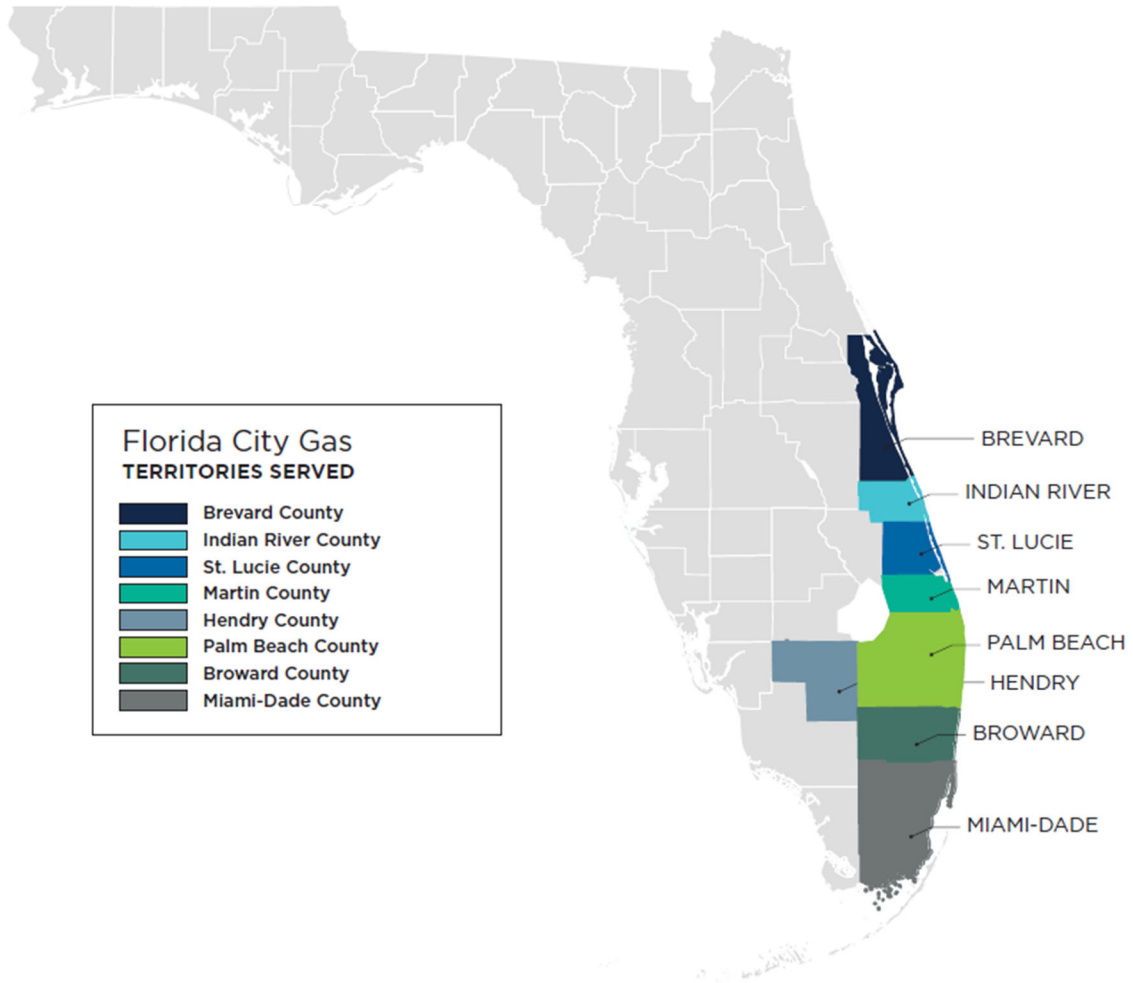
The terms and conditions, rate schedules, forms of service, agreements, and other provisions of this Tariff shall apply to Gas Sales and Gas Transportation Service, as applicable rendered by the Company through its distribution systems as now constituted and as they may be enlarged or extended.

Statement of Agents:

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED

FCG – Florida City Gas Service Area Map*



***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -
CONTINUED***

Counties and Communities Served

Counties

Communities

Brevard

Cape Canaveral
Cocoa
Cocoa Beach
Indialantic
Indian Harbour Beach
Malabar
Melbourne
Melbourne Beach
Melbourne Village
Merritt Island
Mims
Palm Bay
Palm Shores
Rockledge
Satellite Beach
Titusville
West Melbourne
Whispering Hills

Broward

Hallandale
Hollywood
Lake Forest
Miami Gardens
Miramar
Parkland
Pembroke Park
Pembroke Pines
West Hollywood
West Park

Hendry

Clewiston

Indian River

Fellsmere
Indian River Shores
Orchid
Sebastian
Vero Beach

***SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED -
CONTINUED***

FCG Counties and Communities Served Continued

Counties

Martin

Miami-Dade

Palm Beach

St. Lucie

Communities

Palm City

Carol City
Coral Gables
Cutler Ridge
Doral
Florida City
Hialeah
Hialeah Gardens
Homestead
Howard
Medley
Miami
Miami Lakes
Miami Springs
Miami North
Norland
North Miami Beach
Opa Locka
Palm Springs
Palmetto Bay
Pennsuco
Perrine
South Miami
Sweetwater
Village of Pinecrest
Virginia Gardens
West Miami
Westchester

Belle Glade
Pahokee
Royal Palm Beach
South Bay
West Palm Beach

Port St. Lucie

TECHNICAL TERMS AND ABBREVIATIONS

When used in Rules and Regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below.

Alternate Fuel. Any source of energy other than Gas delivered through Company's distribution facilities.

Application for Service. A request for service made to the Company by a prospective Customer. Applications for residential service may be made by telephone or in writing. An application for any other class of service offered by the Company shall be submitted in writing on Company's Natural Gas Service Agreement.

Area Extension Program (AEP) Recovery Amount. The cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's Mid-Point of its Authorized Rate of Return to be updated annually per Company's FPSC Earning Surveillance Report) required to extend the distributions facilities to serve the prospective Customers.

Atmospheric Pressure. Fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in Atmospheric Pressure from time to time.

British Thermal Unit (Btu). The quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

Business Day. The weekdays Monday through Friday, exclusive of federal banking holidays, unless notified otherwise.

Company. Florida City Gas, acting through its duly authorized officers or employees within the scope of their respective duties.

Cubic Foot of Gas. For purposes of measurement herein shall be determined as follows:

When Gas is metered at the Standard Delivery Pressure, a Cubic Foot of Gas shall be;

a. defined as the specific volume of gas which, and pressure existing in the Meter, occupies one (1) cubic foot.

b. When Gas is metered at other than the Standard Delivery Pressure, a Cubic Foot of Gas shall be defined as the volume of Gas which, at a Flowing Temperature of sixty degrees Fahrenheit (60°F.), and at an absolute pressure of 14.73 pounds per square inch, occupies one

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Cubic Foot of Gas Continued

cubic foot.

c. Where measurement is by means of orifice Meters, volumes shall be computed in accordance with the joint Bureau of Standards, AGA A.S.M.E. specifications published April, 1955 as Gas Measurement Committee Report No. 3 of the American Gas Association as amended or revised from time to time.

Customer. Any person, business, or other legal entity receiving natural gas distribution service, transportation service, or other service specific in this Tariff.

Customer Installation. Customer owned facilities, located on the outlet side of the Company's Delivery Point, constructed to receive gas service from Company.

Dekatherm (Dkt). 1,000,000 Btu's or ten (10) Therms.

Essential Use. Consistent with "Priority 1 Use" as defined in Florida Gas Transmission's tariff.

FAC. Florida Administrative Code.

FERC. Federal Energy Regulatory Commission.

Flowing Temperature. The arithmetical average of the temperature of the gas flowing through the Meters as recorded by a recording thermometer installed at the point of measurement. Where such installation is not provided, the Flowing Temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.

FPSC. Florida Public Service Commission or Commission.

Gas. Natural Gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Gas Day. A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

Gas Month. A period beginning 9:00 a.m. Central Clock Time on the first Day of a calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the succeeding calendar Month.

Gas Service Facilities. The Service Line, Meter, regulator, and all appurtenances thereto necessary to convey Gas from the Company's Main to the Company's Delivery Point.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Main. The pipe and appurtenances installed in an area to convey Gas to other Mains or to gas service Facilities.

Maximum Allowable Construction Cost (MACC). The maximum capital cost to be incurred by the Company for an extension of facilities. The MACC shall equal six (6) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.

Maximum Allowable Operating Pressure (MAOP). The maximum pressure, in pounds per square inch gauge (p.s.i.g.), allowed by applicable code, regulation, or product specification, or the operation of any specific portion of Company's distribution system.

Meter. Any device or instrument for measuring and indicating or recording the volume of Gas passing through it.

MMBtu. 1,000,000 Btus, deemed equivalent to one Dekatherm (Dkt).

Non-Residential Customers. Those Customers who are not Residential.

Regulated Sales Service or Sales Customer. Customers receiving Regulated Sales Service gas supply from the Company.

Renewable Natural Gas (RNG). Pipeline-quality biomethane that is interchangeable with conventional natural gas.

Request for Gas Sales or Transportation Service. Company's Natural Gas Service Agreement which, when properly executed by a prospective Customer, requests Gas Service from the Company.

Residential Customers. All those Customers using gas service for domestic purposes, for use in single family dwellings, in separately metered housing units, or for use in commonly owned areas of condominium associations, cooperative apartments, and homeowner associations for non-commercial uses.

Retainage. A percentage of Customer's or Customer's Agent's Gas that Company is allowed to retain for unaccounted for Gas at no cost to Company.

Service Line. All piping between the Main tap up to and including the first valve or fitting of the Meter or regulator setting.

Standard Delivery Pressure. Gas delivered at Standard Delivery Pressure may vary from three (3) inches to fifteen (15) inches of water column. No adjustment will be made for variation from the normal Atmospheric Pressure at the Customer's Meter.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Sub-metering. The practice of installing additional metering equipment beyond the Company installed utility Meter.

Therm. A unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

Total Heating Value. The number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32°F.) and under standard gravitational force (acceleration 980.665 centimeters per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

Company will determine a monthly average heating value of natural gas to be effective as of the first Day of each Month. Said monthly average heating value will be in effect on a calendar Month basis. It will reflect the average monthly heating value of the natural gas delivered to Company during the immediately preceding calendar Month.

Transportation Service or Transportation Customer. Customers receiving gas supply from a Third Party Supplier.

Working Day. Shall have the same meaning as Business Day, previously defined herein.

INDEX OF RULES AND REGULATIONS

A. CLASSIFICATION OF CUSTOMERS, THIRD PARTY SUPPLIERS, AND SERVICES	6.025
B. SERVICE REQUESTS	6.050
C. DEPOSITS AND SECURITY	6.075
D. CUSTOMER'S INSTALLATION	6.100
E. SERVICE CONNECTIONS	6.125
F. FACILITY EXTENSIONS	6.150
G. METERING	6.175
H. MEASUREMENT	6.200
I. ASSIGNMENT OF RATE SCHEDULES	6.225
J. BILLING AND COLLECTING	6.250
K. OBLIGATIONS OF COMPANY AND CUSTOMER	6.275
L. FORCE MAJEURE	6.300
M. DISCONTINUANCE OF SERVICE	6.325
N. LIMITATIONS OF SUPPLY	6.350
O. MISCELLANEOUS SERVICE CHARGES	6.375
P. MEASURING CUSTOMER SERVICE	6.400
Q. GAS CURTAILMENT	6.425
R. UNAUTHORIZED USE	6.450
S. EQUIPMENT FINANCING	6.475
T. TRANSPORTATION SERVICES	6.500

RULES AND REGULATIONS

A. CLASSIFICATION OF CUSTOMERS, THIRD PARTY SUPPLIERS, AND SERVICES

1. Classification of Customers:

a. Residential Customers:

Applies to Customers receiving gas service from the Company for use in a single-family dwelling or building, or in an individual flat, apartment or condominium unit in a multiple family dwelling or building or portion thereof occupied as the home, residence or sleeping place of one or more persons. Also applies to Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowner associations subject to the following criteria:

- i. 100% of the Gas is used exclusively for the co-owner's benefit.
- ii. None of the Gas is used in any endeavor that sells or rents a commodity or provides a service for a fee or otherwise engages in a commercial or Industrial enterprise.
- iii. Each Customer premise is separately metered and billed.
- iv. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

b. Commercial Customers:

Applies to Customers receiving gas service from the Company engaged in selling, warehousing or distributing a commodity, product or service in some business activity or in a profession, or in some other form of economic or social activity (offices, stores, clubs, hotels, etc.)

All Commercial Customers whose annual consumption of Gas exceeds 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

c. Industrial Customers:

Applies to Customers receiving gas service from the Company engaged in a process which creates a product or changes raw or unfinished materials into another form of product, or which involves the extraction of a raw material from the earth (factories, mills, distilleries, machine shops, wells, refineries, plants, etc.).

All Industrial Customers whose annual consumption of Gas exceeds 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

RULES AND REGULATIONS - CONTINUED

- d. Natural Gas Vehicle Customers:
Non-Residential Customers receiving gas service 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.

- e. Special Purpose Customers:
Customers receive gas service from the Company that do not meet the definition for any of the above Customer Classifications.

- f. Alternate Fuel Customers:
Applies to any Commercial or Industrial Customer whose annual metered gas volume exceeds 25,000 Therms, and who has the continuing capability to utilize an Alternate Fuel which displaces natural Gas delivered by the Company, Alternate Fuel Customers shall, by a contract in writing, provide from time to time, sufficient evidence of the Alternate Fuel price to warrant an adjustment in the Company's rate for the Rate Schedule under which the Customer receives gas service, In all cases where continuous operation of a Customer's facility is necessary, the Alternate Fuel Customers shall, continuously maintain the capability to utilize a supply of Alternate Fuel of sufficient quantity to allow the Curtailment of Gas service without adversely impacting Customer's operation.

- g. Interruptible Customers:
At the sole option of the Company, Customer with or without Alternate Fuel capabilities, whose annual metered Gas Volume exceeds 100,000 Therms, and who, by contract in writing, agrees to periodically interrupt their gas service and discontinue operations to the benefit of other distribution system Customers, may be designated an Interruptible Customer. Such Customers may be deemed eligible to receive service under the Company's Contract Transportation Service or Special Contract provisions. The Company's Interruptible rate schedules are closed at this time.

All Interruptible Customers shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

- 2. Classification of Services:
 - a. Regulated Sales Service:
Gas sales made by the Company through Company's Purchased Gas Cost Recovery mechanism. This service is required for all Residential Customers located in the Company's FCG Service Area and is optional for all Non-Residential Customers in the Company's FCG service areas .

RULES AND REGULATIONS - CONTINUED

- b. Notwithstanding the provisions of this Section, Company may, in its sole discretion, provide transportation services to those Residential Customers that have daily read capabilities. Upon conversion of Residential Sale Service Customers to Transportation Service, Company will enroll Customer into Company's applicable ADDQ Pool. Customer will be subject to Shipper of Last Resort (Rate Schedule SOLR) Charges in the event of a Third Party Supplier default.
- c. Transportation Service:

Transportation Service is optional for all FCG Service Area Non-Residential Customers. Transportation Services will be provided under Company's DCQ or ADDQ Transportation Service Program(s), in accordance with the Rules and Regulations set forth in this Tariff.

 - i. DCQ Transportation Service (DCQ-TS):
 - 1. Individual Transportation Service is available to Customers who are served under Company's CTS and FGS rate schedules, and Special Contract Customers. Individual Transportation Service Customers are required to execute a Transportation Service Agreement, or the applicable Contract Transportation Service Agreement or Flexible Gas Service Agreement with the Company
 - 2. All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.
 - ii. ADDQ - Transportation Service (ADDQ-TS):
 - 1. Transportation Service Pools:

All FCG Service Area Non-Residential Customers shall have the option of utilizing Transportation Service and shall utilize a Company approved Third Party Supplier to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s) or purchasing Gas from Company's Regulated Sales Service Pool.
- a. Contract Demand Service (KDS) Load Enhancement – Contract Transportation Service (LE-CTS) and Economic Development Gas Service (EGDS):

Transportation Services provided to Customer that has Alternate Fuel, physical and/or economical bypass capabilities or the will provide an economical development benefit and that:

 - i. Meets the minimum annual threshold of 250,000 Therms of required Gas supply;

RULES AND REGULATIONS - CONTINUED

- ii. Has executed a CTS Affidavit and an the applicable service agreement which is accepted by the Company; and
 - iii. Company may periodically adjust its Tariff rates for gas service to compete with Customers' Alternative Fuel pricing or bypass alternative as provided in the CTS Rider, the Rules and Regulations set forth in this Tariff, and other approved Rule or Regulations of the Company, as applicable. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.413, may also apply.
- b. Special Contract Service (SCS):
Transportation Service provided to a Customer at the sole option of the Company pursuant to Florida Public Service Commission Rule 25-9.034, FAC, where the rates, terms and conditions for service may be different than those set forth in the Company's approved Tariff. All SCS Customers shall enter into a Special Contract Agreement with the Company, which is subject to the approval of the FPSC. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.413, may also apply.
- d. Flexible Gas Service (FGS):
This service is available at the Company's option to Customers meeting the applicability standards which include i) the Customer must demonstrate to the Company that Customer has a viable economic energy alternative including verifiable documentation of Customer's energy alternative; ii) the Company must demonstrate that this new Customer will not cause any additional costs to, or cross-subsidization by, the Company's other rate classes; and iii) all FGS Customers shall enter into a Flexible Gas Service Agreement with the Company. Service agreement under this tariff will not require FPSC approval. Nothing in this tariff shall be construed to prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document. The Company is under no obligation to grant service under this Tariff.
- e. Off System Sales Service (OSSS-1):
Interruptible Natural Gas delivered by Company to any person not connected to Company's distribution system. Customer and Company shall rely on measurement made by the Transportation Service Provider. Unless curtailed, all Nominations to Customer's Transportation Service Provider Pipeline Delivery Point shall be considered to have been made by the Transportation Service Provider. Off-System Sales include i) intrastate and interstate pipeline capacity releases made by the Company, ii) commodity sales made by the Company, and /

RULES AND REGULATIONS - CONTINUED

Off System Sales Service (OSSS-1) Continued

or iii) delivered sales made by the Company. Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's costs recovered through the Company's Purchase Gas Cost Recovery Clause.

f. Renewable Natural Gas Service (RNG):

Service provided to RNG producers which includes conditioning or upgrading biogas into pipeline quality RNG for interconnection, injection, and delivery into the Company's distribution systems. The Company may provide upgrade equipment, compressors, blowers, anaerobic digestors, site work, piping, heat exchangers, driers, metering, system interconnects, injection equipment, storage vessels, and other equipment deemed necessary for the safe and reliable operation of the biogas conditioning site and system interconnect/injection point(s). The Company's provision of RNG service to the Customer may require an agreement between the Company and the Customer. RNG shall conform to the Quality of Gas provisions contained in this tariff.

g. Third Party Supplier ("TPS") Services:

i. Delivery Point Operator Service (DPO):

Administrative service provided to a Third Party Supplier by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff. Company shall provide the following services to Third Party Suppliers receiving DPO service; i) receipt and administration of scheduled Gas quantities for Third Party Supplier's Customer Pool, ii) compilation of measured Gas quantities for Third Party Supplier's Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provided (difference between scheduled Gas quantities for all Third Party Suppliers and measured Gas quantities at the Company's Receipt Points), using approved book-out and/or cash-out processes of Transportation Service Provider(s), iv) resolution of monthly imbalances with Third Party Supplier (difference between scheduled Gas quantities and measured Gas quantities for Third Party Supplier's Customer Pool), in accordance with this Tariff, v) administration of the Operational Balancing Account ("OBA"), in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, and vii) other service as Company may determine necessary to administer Gas deliveries by Shippers to Customers.

RULES AND REGULATIONS - CONTINUED

B. SERVICE REQUEST

1. Request for Service:

A prospective Customer may request Service by:

- a. Applications for service may be made by telephone or in writing to the Company.
- b. Electronic request to the Company's web site (www.fpuc.com)
- c. Applicants for space heating only service shall be required by Company to contribute the cost of providing facilities for such service.

2. Commencement of Service:

Completion of an application or the deposit of any sum of money by the prospective Customer shall not require Company to render Service until the expiration of such time as may be reasonably required by Company to determine if such prospective Customer has fully complied with the provisions of Company's applicable Customer Rules and Regulations and as may reasonably be required by Company to install the required facilities to render Service to such prospective Customer.

3. Withholding of Service:

Company may withhold initiation of service requested by any Customer until such Customer has paid all indebtedness for Service to the Company and such Customer has complied with all applicable Rules and Regulations.

4. Connection and Re-Connection Charge:

Company shall bill the Customer an approved Connection or Re-Connection Charge set forth in the "Miscellaneous Service Charges" section of this Tariff, for initiation or restoration of Service. The Company shall bill the Customer an approved Change of Account Charge for reading the Meter at a premise where there is a change of Customer occupancy.

RULES AND REGULATIONS - CONTINUED

C. DEPOSITS AND SECURITY

1. Establishment of Credit:

In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

2. Residential:

Furnish a satisfactory guarantor to secure payment of bills for service requested; such guarantor must be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a Residential Customer, whose payment of bills is secured by the guarantor, meets the requirements of this Tariff's "Refund of Deposits" section below. Guarantors providing security for payment of Residential Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or

- a. Furnish an irrevocable letter of credit from a bank equal to two (2) Months' average bills; or
- b. Furnish a surety bond equal to two (2) Months' average bills; or
- c. Pay a cash deposit.

3. Non-Residential:

- a. Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a Customer of the Company; or
- b. Furnish an irrevocable letter of credit from a bank equal to two (2) Months' average bills; or
- c. Furnish a surety bond equal to two (2) Months' average bills; or
- d. Pay a cash deposit.

4. Deposit Required:

Unless credit is otherwise established in accordance with this "Deposits and Security" section of the Tariff, the Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes as follows:

RULES AND REGULATIONS - CONTINUED

Deposit Required Continued

- a. For an existing account or premise, the total deposit may not exceed two (2) Months of average actual charges, calculated by adding the monthly charges from the 12-Month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 Months of actual charges the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of Months available, and multiplying the result by 2.
 - b. For a new service or premise request, the total deposit may not exceed two (2) Months of projected charges, calculated by the twelve (12) Months of projected charges, dividing this total by twelve (12), and multiplying the result by two (2). Once the new Customer has had continuous service for a twelve (12) Month period, the amount of deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.
 - c. A Residential Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) Months for deposit amounts between \$50 and \$150 and three (3) Months for deposits amounts over \$150, which may be granted at the Company's discretion.
5. New or Additional Deposits:
The Company may require, upon written notice to an existing Customer of not less than thirty (30) Days, a deposit (including guaranty, letter of credit, or surety bond) where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Such notice for a deposit shall be separate and apart from any bill for service and shall explain the reason for the deposit; provided, however, that the total amount of the required new or additional deposit shall not exceed an amount equal to the average actual charges for service for two (2) billing periods during the twelve (12) month period immediately prior to the date of notice. The thirty (30) Day notice shall not apply when service is being reestablished after discontinuance of service for non-payment. In the event the Customer has had service less than twelve (12) months, then the Company shall base its new or additional deposit on the average actual monthly billing available.

RULES AND REGULATIONS - CONTINUED

6. Interest on Deposits:

Company shall pay a minimum interest on deposits of two percent (2%) per annum. Two percent (2%) per annum interest will be credited to a Residential Customer's account annually in accordance with the current effective Rules and Regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of qualifying Non-Residential Customers when the Company elects not to refund such a deposit after twenty-three (23) Months.

The Company shall credit annually three percent (3%) per annum on deposits of Non-Residential Customers qualifying for refund under until the Commission sets a new interest rate applicable to the Company. No Customer shall be entitled to receive interest on his deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six Months, then Customer shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

7. Refund of Deposits:

After a residential Customer has established a satisfactory payment record and has had continuous service for a period of not less than twenty-three (23) Months, at the Company's option, the Company may refund the Residential Customer's deposit and if Company does not refund Residential Customer's deposit, Company shall pay Customer the higher rate of interest specified in the "Interest on Deposits" section of this Tariff, provided the Customer has not, in the preceding twelve (12) Months: i) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of presentation by Company), ii) paid with a check refused by a bank, iii) been disconnected for non-payment, iv) tampered with the gas Meter, or, v) used service in a fraudulent or unauthorized manner.

Upon termination of service, the company shall credit the amount of any cash deposit and accrued interest thereon against the final amount due Company from Customer and the balance, if any, shall be returned promptly to the Customer no later than fifteen (15) days after the final bill for service is rendered.

RULES AND REGULATIONS - CONTINUED

D. CUSTOMER'S INSTALLATION

1. General:

Customer's Installation shall be constructed, installed, and maintained in accordance with standard practice as determined by local codes and ordinances, these Rules and Regulations, and other applicable governmental requirements.

2. Inspection of Customer's Installation:

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

Company may also inspect Customer's Installation prior to rendering service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render service to any Customer Installation which Company finds to be hazardous, or in noncompliance with any applicable code, ordinance, regulation, or statute.

Company will withhold or discontinue service to Customer's Gas equipment whenever it finds a hazardous condition or a condition that is in violation of a code, ordinance, regulation or statute governing the installation or use of Gas equipment or Customer's Installation, and service will be rendered or restored only when the hazardous condition or noncompliance has been corrected.

3. Changes in Customer's Installation:

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

4. Right of Way:

Customer shall make or procure satisfactory conveyance to Company, of all necessary easements and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the retirement of Company's property upon termination of service.

5. Protection of Company's Property:

Customer shall properly protect Company's property on Customer's premises, and shall permit no one but Company's employees or agents, or persons authorized by law, to have access to Company's piping, Meters, or apparatus. In the event of any loss or damage to Company's property caused by or arising out of carelessness or misuse thereof by

RULES AND REGULATIONS - CONTINUED

Protection of Company's Property Continued

Customer, Customer shall pay to Company the cost of replacing such loss or repairing such damage. This section does not apply to Customer's check Meter if one is so installed.

6. Operation of Company's Facilities:

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

7. Access to Premises:

The Company or its duly authorized agents shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting or removing the Company's property, reading Meters and such other purposes as are incident to rendering or terminating gas service to the Customer. In such performance the Company and its Agents shall not be liable for trespass.

8. Indemnity to Company:

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

RULES AND REGULATIONS - CONTINUED

E. SERVICE CONNECTIONS

1. Company reserves the right to designate the locations and specifications for the Main line taps, Service Lines, curb cocks, Meters, regulators, and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.
2. Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.
3. The Service Lines, curb cocks, Meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.
4. Any relocation or alteration of Company-owned facilities to furnish gas service to Customer for the convenience and benefit of the Company shall be paid for by the Company; however, any such changes occasioned or necessitated by any action of the Customer, or owner of the property if the Customer is a lessee, shall be at the expense of the Customer or owner.
5. Company reserves the right to postpone to a more favorable season the extension of Mains and connection of Service Lines during seasons of the year when climatic conditions would cause abnormally high construction costs.

RULES AND REGULATIONS - CONTINUED

F. FACILITY EXTENSIONS

1. Distribution Facilities Extension Policy:

a. Feasibility Assessment:

Prior to any extension of distribution facilities for the purpose of providing service to one or more Customer premises, the Company shall assess the economic feasibility of its capital investments for each proposed extension of facilities. For the purposes of this policy, distribution facilities shall mean: Mains, Service Lines, land rights, City Gate stations, district regulator stations, Meters, regulators, other materials and appurtenances, including the installation of such facilities.

b. Security for Expansion Projects:

Notwithstanding the provisions in Section C - Deposits and Security of this Tariff and application of security under this Section 1.b. is in lieu of the requirements in Section 2.b. below and upon the execution of a CTS or FGS Service Agreement, or Special Contract between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the distribution or transportation charges payable by Customer.

c. Maximum Allowable Construction Cost: The maximum capital cost to be incurred by the company for an extension of facilities shall be defined as the Maximum Allowable Construction Cost (MACC). The MACC shall equal the estimated annual service revenues to be derived from the distribution facilities multiplied by six (6).

2. Distribution Facilities Extension Options:

a. Free Extensions:

The Company shall extend its distribution facilities to serve prospective Customer premises at no cost where the capital investment for such extension does not exceed the MACC.

RULES AND REGULATIONS - CONTINUED

Distribution Facilities Extension Options Continued

b. Advance in Aid of Construction:

Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Customer(s) or other person, such as a real estate developer, governmental entity, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference between the estimated capital investment and the MACC.

The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

c. Company at the option of the Depositor shall:

- i. At the end of the initial year of service refund to the Depositor or his assigns an amount equal to the excess, if any, by which six times that year's actual gas revenues, less actual cost of gas, exceeds the allowable construction cost used to determine the amount of the advance in aid or construction; or
- ii. At the end of the initial four years of service refund to the Depositor, or his assigns, an amount equal to the excess, if any, by which gas revenues less the actual cost of gas for those four years exceeds the allowable construction cost used to determine the amount of the advance in aid of construction.
- iii. Refund option shall be determined by Depositor and so stated on the agreement to be executed at the time contribution is received by Company.
- iv. For each additional Customer taking service at any point on a Main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Customer, provided that an additional Main extension shall not have been necessary to serve such additional Customer.
- v. The aggregate refund to any Depositor made through the above provisions shall not exceed the original Advance of such Depositor.

RULES AND REGULATIONS - CONTINUED

Advance in Aid of Construction Continued

- vi. The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

2. Minimum Volume Commitment:

- a. The Company may require a commitment by Customer to take- or-pay for a minimum volume of Gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level that exceeds the volume used to calculate the MACC for the Customer, nor will the volume commitment term exceed six (6) years.

The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

3. Area Extension Program:

a. AEP Charge

The Company shall calculate the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's allowed cost of capital) required to extend the distribution facilities to serve the prospective Customer(s) (the "AEP Recovery Amount"). The AEP Recovery Amount shall be divided by the number of Customer premises projected to be served at the end of the completed build out date of the extension. The Amortization Period shall apply individually to each premise and shall not exceed one hundred twenty (120) Billing Months. For the purposes of AEP cost recovery, a Billing Month shall mean a month in which Company renders a billing statement to an active Customer account for a premise served by an AEP extension of facilities. In the event a premise becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Recovery Amount shall be divided by the number of months in the Amortization Period to establish a monthly AEP Charge. The AEP Charge shall be billed to each Customer premise activating service prior to the completed build out date following the in-service date of the extension.

RULES AND REGULATIONS - CONTINUED

- b. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.
 - c. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.
4. Service Extensions from Existing Mains:
The Company shall extend service facilities connecting a Customer premise to an existing Main, where the Company's capital investment to install the service does not exceed the MACC. Where the service extension capital investment exceeds the MACC, the Customer shall pay to the Company a non-refundable amount equal to the difference between the MACC and the estimated capital cost of the service extension.
5. Temporary Service:
In the case of temporary service for short-term use, Company may require Customer to pay all costs of making the service connection and removing the material after service has been discontinued, or to pay a fixed amount in advance to cover such expense; provided, however, that Customer shall be credited with reasonable salvage realized by Company when service is terminated.
6. Relocation of Distribution Facilities:
When alterations or additions to structures or improvements on premises to which Company provides service necessitate the relocation of Company's distribution facilities, or when such relocation is requested by Customer for any reason, Customer may be required to reimburse Company for all or any part of the costs incurred by Company in the performance of such relocation.
7. Ownership of Property:
The Company shall own, operate, and maintain all service pipes, regulators, vents, Meters, Meter connections, valves, and other apparatus from Company Mains to the outlet side of the Meter and shall have a perpetual right of ingress and egress thereto.

RULES AND REGULATIONS - CONTINUED

G. METERING

1. Use of Meters and Measuring Equipment:

- a. The Company shall provide, install, and properly maintain at its own expense such Meter or Meters, recording devices and metering equipment necessary to measure the quantity of Gas used by the Customer. Customer will safeguard Company's equipment and facilities located on Customer's property and will not permit unauthorized persons to operate or alter such Company-owned or controlled equipment or facilities in any manner.
- b. The Customer, upon thirty (30) days-notice to Company, may install, maintain and operate at Customer's expense such check measuring equipment on Customer's Installation as desired provided that such equipment shall be so installed as not to interfere with the safe and efficient operation of Company's equipment. No Gas shall be Sub-metered or further distributed by Customer for purpose of resale unless approved by Company or the FPSC.
- c. Company may furnish and install such regulating and/or flow control equipment and devices as it deems to be in the best interest of the Customer served, or in the best interest and/or function of the Company's distribution system in general.
- d. Only duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or in any way handle Company's Meters. Only Company's duly authorized agents shall make connections to the Company's system. Unauthorized connections to, or tampering with, the Company's Meter or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of the State of Florida, adjustment of prior bills for service furnished, and reimbursement of the Company for all expenses incurred on Customer's account.

2. Remote Telemetry Installation:

- a. All remote reading devices shall be owned, installed and maintained by the Company. When requested by Customer below the annual consumption level above, and approved by the Company, a remote reading device may be installed at a cost payable by the Customer.

RULES AND REGULATIONS - CONTINUED

- b. Customer shall, at the Customer's expense, provide and maintain electrical power and telephone service to the remote reading device location.
 - c. A periodic verification reading shall be taken on the meter and the remote reading device. The Company shall notify the Customer when the periodic verification is required. The Company shall determine the frequency of such verification based on the technical characteristics of the installed equipment and its in-service performance.
 - d. In cases of a measurement dispute related to the remote reading device, the Company's meter may be used as the final determinant in measuring consumption.
3. Location of Meters:
- a. The Customer shall furnish a convenient, accessible, and safe place in which the Meter and/or other such facilities can be installed, operated, and maintained without charge to Company. This location insofar as practical shall be outside the building and free of
 - b. excessive temperature variations or potential causes of damage that might affect Meter operation or accuracy.
 - c. If changes in conditions on the Customer's premises adversely affect the convenience, accessibility or safety of the Meter location, the Customer shall be responsible for the cost of relocating the Meter, its appurtenances, and related piping to a location meeting the above requirements.
4. Meter Accuracy at Installation:
- a. A gas Meter shall be within plus or minus one percent (1%) of accuracy to be installed for Customer use.
 - b. Each Meter removed from service when opened for repairs shall be adjusted to be not more than 1 percent (1%) fast or 1 percent (1%) slow before being reset. If not opened for repairs, the Meter may be reset without adjustment if found to be not more than 1 percent (1%) fast or not more than 1 percent (1%) slow provided the Meter is otherwise in good condition.

RULES AND REGULATIONS - CONTINUED

- c. No Meter may be installed unless it has been tested within the previous 12 Months and found to be within the accuracy limits established herein.
- 5. Periodic Meter Tests:
 - a. Meters installed will be tested periodically at reasonable intervals and in accordance with Commission Rule 25-7.064 FAC.
- 6. Meter Test by Request:
 - a. Upon written request of a Customer, Company shall, without charge, make a test of the accuracy of the Meter in use at Customer's premise, provide, first that the Meter has not been tested by Company or by the FPSC within twelve (12) Months previous to such request.
 - b. Should any Customer request a Meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in accordance with FPSC Rule 25-7.065 FAC.
 - c. If the Meter is found to be more than two percent (2%) fast, the deposit shall be refunded, but if below this accuracy limit, the deposit shall be retained by the Company as a service charge for conducting the test.
- 7. Meter Test – Referee:
 - a. In the event of a dispute, upon written application to the FPSC by any Customer, a test of the Company's Meter at Customer's premise shall be made or supervised as soon as practicable by a representative of the FPSC.
 - b. The Meter shall in no way be disturbed after the Company has received notice that application has been made for such referee test unless a representative of the FPSC is present or unless authority to do so is first given in writing by the FPSC or by the Customer.
 - c. A written report of the results of the test shall be made by the FPSC to the Customer.

RULES AND REGULATIONS - CONTINUED

H. MEASUREMENT

1. Determination of Volume:
 - a. The volume and Total Heating Value of the Gas shall be determined as follows:

2. Base Conditions:
 - a. A standard cubic foot for measurement purposed shall be the volume of such cubic foot at the temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 p.s.i.a.

 - b. The Average Atmospheric Pressure shall be assumed to be fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) irrespective of actual elevation or location of the point of measurement or of variations in such Atmospheric Pressure from time to time.

3. Unit of Volume:
 - a. Subject to the Technical Terms and Abbreviations of this Tariff, the Standard Delivery Pressure shall be 14.98 p.s.i.g. and the Standard Delivery Temperature shall be 60 degrees Fahrenheit.

 - b. For purposes of billing computations, a Cubic Foot of Gas shall be that quantity which, at a pressure of 14.98 p.s.i.g. and a temperature of 60 degrees Fahrenheit, occupies one cubic foot.

 - c. When deliveries are made at flowing pressures in excess of the Standard Delivery Pressure, metered volumes shall be corrected for such variation through utilization of recorded flowing pressure data, correction devices which are an integral part of the Meter installation, or by correction factors for fixed pressure deliveries.

 - d. With respect to Gas delivered at High Pressure, flowing Gas temperature shall be assumed to average 60 degrees Fahrenheit for all measurement, unless Customer and Company agree otherwise. When an assumed Flowing Temperature of 60 degrees Fahrenheit is not used, the temperature shall be determined as the arithmetic average of Flowing Temperatures as recorded by a temperature recorder, if such a recorder is utilized, or through the use of correcting indices or temperature compensating meters, where recording or compensating devices are not installed, the temperature of the Gas shall be assumed to be the climatological 30-year average monthly temperature as established by the nearest National

RULES AND REGULATIONS - CONTINUED

Unit of Volume Continued

Oceanic and Atmospheric Administration Weather Bureau and published by the Department of Commerce.

- e. Unless determined to be otherwise by a gravity balance, the specific gravity of the flowing Gas shall be assumed to be 0.6.
- f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for Flowing Temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyle's Law by use of the appropriate super compressibility factor.

4. Billing Unit:

- a. The sales and transportation unit of Gas shall be the Therm, being 100,000 Btu's. The number of Therms billed to Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at 14.98 p.s.i.g. and 60 degrees Fahrenheit, by the Total Heating Value of such Gas and dividing the product by 100,000.
- b. The Total Heating value of the Gas delivered to Customer shall be determined as that reported periodically by Transportation Service Provider, provided such value is applicable to the Gas delivered to Customer, or such value shall be determined by Company by use of a calorimeter or other instrument suitable for heating value determination. The Total Heating Value shall be corrected to and expressed as that contained in the Unit of Volume addressed on the Technical Terms and Abbreviation Section of this Tariff.

5. Pressure:

- a. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain such higher-delivery pressure. Company does not undertake to deliver Gas at a pressure higher than the Standard Delivery Pressure throughout its Service Areas. Prospective Industrial and large Commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of Company to determine the pressure that Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.

RULES AND REGULATIONS - CONTINUED

6. Quality of Gas:

- a. All Gas which Customer, Third Party Supplier, or Shipper's Designee cause to be received by Company at Company's Receipt Point(s) for transportation and delivery by Company shall conform to the quality and heating value specifications set forth herein. In addition to any other remedies available to Company, Company shall have the right to refuse to accept at Transportation Service Provider's Delivery Point(s) any Gas which fails to conform to such quality and heating value specifications.
- b. Gas delivered to the Company's system from an interconnected pipeline shall be in conformance with the quality specifications as provided for in the Terms and Conditions in the Tariff of that pipeline interconnected to the Company's distribution system.
- c. Any gas entering the Company's system at a Company Receipt Point that is not an interconnected pipeline with gas quality specifications set forth in its Tariff, shall be in conformance with the quality specification listed below:

<u>Containment/Property</u>	<u>Unit</u>	<u>Value</u>
Heating Value	BTU/SCF	960-1100
Wobbe Number	BTU/SCF	1250-1400
Carbon Dioxide	CO2 % vol	<2
Oxygen	O2 % vol	<0.2
Nitrogen	N2 % vol	<3
Total inerts	% vol	<4
Hydrogen Sulfide	PPM	<4
Siloxanes	PPM	<1
Total Sulfur	PPM	<78.5
Water	Lbs/MMCF	<7

Gas received at injection receipt points shall be commercially free from hazardous waste, solid or liquid matter, dust, gums, and gum-forming constituents microbiological organisms, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interfere with proper operation of the lines, meters, regulators. The Company reserves the right to waive the quality specifications listed above on a not-unduly discriminatory basis.

RULES AND REGULATIONS - CONTINUED

I. ASSIGNMENT OF RATE SCHEDULES

1. Customers:

a. Initial Rate Schedule Assignment:

At the time of Meter activation, Company shall estimate the annual usage of Customer (based upon the connected gas consuming appliances or equipment) and shall assign Customer to the applicable rate schedule. Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

b. Rate Schedule Review

Service under any rate schedule is subject to review by the Company or any time at the Customer's request. If reviewed, the Company will determine the annual usage of each Premise at calendar year end and shall assign each Premise under review to the rate schedule that corresponds to the Premise's respective annual Therm usage. Premises with less than twelve months of billing history will not be re-classified into a different rate schedule. Such rate schedule assignments shall be effective with the first billing cycle in July and not more than one change in rates shall be made within any twelve-month period. The Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

RULES AND REGULATIONS - CONTINUED

J. BILLING AND COLLECTING

1. Billing:

a. Billing Periods:

Each Customer's Meter will be read at regular intervals and bills will be rendered on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of presentation by the Company.

When AMR is provided by the Company, the actual date of the AMR reading used for billing purposes for each Customer shall be determined by Company and shall be at monthly intervals, advanced or postponed by no more than five (5) days from the actual read date of the prior calendar Month, and bills for service will be rendered regularly on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of the Company in accordance with the Commission Rules and Regulations, and the requirements of this Section.

b. Partial Month:

Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

c. Non-Receipt of Bills:

Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.

d. Calculation of Bill:

- i. A Meter or Meters at each Company Delivery Point will measure Customer consumption and the Company shall apply appropriate conversion factors (including Btu factor) to determine Customer's usage and the Monthly Rates set forth in the applicable rate schedule shall be applied to determine the amount of Company's bill for service. Each bill regardless of type shall be subject to the applicable taxes and Billing Adjustments identified in this Tariff.

RULES AND REGULATIONS - CONTINUED

- ii. If a Customer receives service under more than one rate schedule, the service rendered under each rate schedule shall be separately metered and separate bills shall be calculated. If a Customer receives service under a particular rate schedule but receives delivery thereof at more than a single Company Delivery Point, the Company shall consider such deliveries as separate service and will calculate separate bills.
 - e. Billing of Third Party Supplier's Charges:
The Company shall include TTS Third Party Supplier's charges, separately identified, on its monthly bill to individual Customers. The Company may, at its sole option, include Third Party Supplier's charges for other services on Company's monthly bill to Customers.
- 2. Back Billing:
The Company may back bill Customer for any period of up to twelve (12) Months for any undercharge in billing which is the result of the Company's error. In such instance, the Company shall allow the Customer to pay over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.
- 3. Delinquent Bills:
Bills are due when rendered and are delinquent in accordance with the rules established by Commission Rule 25-7.090.
- 4. Estimated Bills:
When there is good reason for doing so, the Company may estimate the Meter reading for billing purposes. In such circumstances, the word "Estimated" shall prominently appear on the bill.
- 5. Adjustment of Bills for Meter Error:
 - a. Fast Meters:
Whenever a Meter is found to have an average error of more than two percent (2%) fast, the Company shall refund to the Customer the amount billed in error for one-half the period since the last test, said one-half period not to exceed twelve (12) Months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond, such date, based upon available records. If the Meter has not been tested in accordance with Rule 25-7.064 F.A.C., the period for which it has been in service beyond the regular test period shall be added to the twelve (12) Months in computing the refund. The refund shall not include any part of any minimum charge.

RULES AND REGULATIONS - CONTINUED

b. Slow Meters:

Except as provided by this sub-section, the Company may back bill in the event that a Meter is found to be slow, non-registering or partially registering. The Company may not back bill for any period greater than twelve (12) Months from the date it removes the Meter of a Customer, which Meter is later found by the Company to be slow, non-registering or partially registering. If it can be ascertained that the Meter was slow, non-registering or partially registering for less than twelve (12) Months prior to removal, then the Company may back bill only for the lesser period of time. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the Company issued the back bill. Nothing in this sub-section shall be construed to limit the application of Subsection i. below.

- i. Whenever a Meter tested is found to have an average error of more than two percent (2%) slow, the Company may bill the Customer an amount equal to the unbilled error in accordance with this Subsection. If the Company has required a deposit as permitted under Rule 25-7.065(2) F.A.C., the Customer may be billed only for that portion of the unbilled error that is in excess of the deposit retained by the Company.
- ii. In the event of a non-registering or a partially registering Meter unless the provisions of Subsection iii. below apply, a Customer may be billed on an estimate based on previous bills for similar usage.
- iii. It shall be understood that when a Meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge shall be that percentage of error as determined by the test.
- iv. In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the gas consumed.
- v. In the event of a Meter error, Company shall provide the corrected Meter readings for the applicable period defined above to the Customer, Shipper's Designee, or authorized Third Party Supplier to facilitate correction of the gas purchase bills provided to the Customer by their supplier.

RULES AND REGULATIONS - CONTINUED

1. Budget Billing Program (Optional):

- a. Residential Customers and Non-Residential Customers served under Rate Schedules GS-1 and GS-2 and may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) Months of consecutive bills and have zero balance owing when the Customer elects to participate in the Program. The Company may waive the zero balance requirement on a not-unduly discriminatory basis.
- b. If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount will be based on an average of the previous twelve (12) Months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account.

After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

- c. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.
- d. An electing Customer's participation in the budgeted payment plan will be continuous unless the Customer requests that participation in the plan be terminated or that gas service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill.

RULES AND REGULATIONS - CONTINUED

7. Payments:

a. Payment Methods:

Customers may elect to pay their bill by cash, check, money order, credit card, debit card, automatic withdrawal from a bank account, or on-line via Company's website no later than twenty (20) Days from the date of presentation by Company.

- i. Customers may elect to pay their bill at a Company authorized payment agent listed on Company's website.

b. Application of Payments:

Customer payments received by the Company shall be applied to the billed charges as follows:

i. Aging of Accounts Receivable:

Oldest outstanding billed charges until fully satisfied following the payment application methodology specified below.

Proceeding to the next oldest outstanding billed charge until either the entire payment has been applied or until the entire amount owed has been satisfied following the payment application methodology specified below.

c. Payment Application Methodology:

- i. Separately stated taxes and fees, until fully satisfied; then,
- ii. Third Party Supplier's charges for the sale of Gas, if any, until fully satisfied; then
- iii. Company's regulated charges, until fully satisfied; then,
- iv. Other Company non-regulated charges, until fully satisfied; then other Third Party Supplier charges.

RULES AND REGULATIONS - CONTINUED

K. OBLIGATIONS OF COMPANY AND CUSTOMER

1. Obligations of Company:

a. Operation of Company's System:

Company shall use reasonable diligence in operating its system in order to insure a uniform and adequate delivery of Gas to meet Customers' requirements.

Company is responsible for the sale of natural gas and transportation of Customer-owned Gas, as applicable, but is not responsible for providing Gas, except in the circumstances when the Company is providing SOLR Service to Company's Residential Transport Customers.

b. Company's Obligation to Provide Transportation Service to Customers:

Notwithstanding all other applicable provisions of this Tariff and any Special Contract provisions to the contrary, Company shall be obligated to provide service to Customers if Customers' designated Third Party Supplier meets the delivery obligations as defined in Section W12. In the event Customers' designated Third Party Supplier fails to meet said delivery obligations, the Company shall have no obligation to provide service to said transportation Customers.

c. Temporary Interruptions:

Company may temporarily shut off the Meter to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to Company's distribution facilities, and will endeavor to make such interruptions, if required, at a time, where possible, which will cause the least inconvenience to the Customer.

d. Curtailments:

Service may be curtailed or fully interrupted without notice in case of emergency at the sole discretion of Company in accordance with the provisions of the Curtailment plan, on file with the Commission. Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of service rendered hereunder.

e. Information to Customers:

A copy of Company's approved Tariff is available for inspection on the Company's website.

RULES AND REGULATIONS - CONTINUED

2. Obligations of Customers:

a. Access to Customer's Premises:

The Customer shall grant to the Company without cost to the Company, all rights, easements, permits, and privileges which in the Company's opinion are necessary for the rendering of service. The Customer will furnish to the Company without charge an acceptable location for the Company's meter and shall give Company employees and representatives access to the Customer's premise so that the Company may operate, inspect and maintain its facilities. Customer shall be obligated to allow Company or its duly authorized agents to enter Customer's premises at all reasonable hours for obtaining Meter readings, for shutting off the flow of Gas when necessary or due to any Customer delinquency or any infraction, for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of Company installed on the premises or for all other reasons set forth in other sections of these Rules and Regulations. Access shall be granted at all times for emergency purposes. Any refusal on the part of Customer to permit Company access to premises will be cause for discontinuance of service without liability to the Company.

b. Right of Way:

The Customer shall grant or cause to be granted to Company, without cost to Company, all rights, easements, permits and/or privileges that in Company's opinion are necessary for the rendering of service.

c. Protection of Company's Property:

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

d. Interfering or Tampering with Company's Property:

Customer will be held responsible for broken seals, tampering or any interference with Company's Meter or Meters, or other equipment of Company installed on Customer's premises. No one except employees or authorized agents of Company will be allowed to make any repairs or adjustments to any Meter or other piece of apparatus belonging to Company except in cases of emergency.

RULES AND REGULATIONS - CONTINUED

- e. Non-Residential Customer Request to Increase Usage:
Non-Residential Customer at an existing premise shall notify Company of Non-Residential Customer's intent to increase its current annual usage by at least 25% at said premise at least sixty (60) days prior to the expected increase in usage.
- Company shall respond to Non-Residential Customer's request within thirty (30) days of receipt, indicating Company's acceptance or denial of Non-Residential Customer's request and any limitations of service.
3. Conformance with Tariff:
Upon commencement of service, the Rules and Regulations and the applicable rate schedules of this Tariff shall be binding upon Customer and Company unless otherwise stated in a Special Contract as approved by the Commission in accordance with Commission Rule 25-9.034 FAC or as stated in a Flexible Gas Service Agreement.

RULES AND REGULATIONS - CONTINUED

L. FORCE MAJEURE

1. In the event either Company, Customer, Customer's Agent or Third Party Supplier is unable wholly or in part by Force Majeure to carry out its obligations under this Tariff, or under a Special Contract, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
2. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government-mandated quarantines associated herewith, landslides, lightning, earthquakes, fires, storms, hurricanes or evacuation orders due to hurricanes, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of well or lines of pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, right of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.
3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

RULES AND REGULATIONS - CONTINUED

M. DISCONTINUANCE OF SERVICE

The Company reserves the right, but assumes no liability for failure to do so, to discontinue service to any Customer for cause as follows:

1. Without Notice:

- a. For Customer's non-compliance with or violation of any State or municipal law or regulation governing gas service.
- b. For Customer's failure or refusal of the Customer to correct any deficiencies or defects in Customer's piping or appliances which are reported to Customer by Company.
- c. For Customer's failure or refusal to provide adequate space for the Meter and service equipment of Company.
- d. In the event of a condition known to Company to be hazardous.
- e. In the event of Customer's tampering with regulators, valves, Meters, or other facilities furnished and owned by Company.
- f. In the event of Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Company, before restoring service, may require the Customer to make at Customer's expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.
- g. Upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

2. With Notice:

After five (5) Working Days' (any day on which the Company's business office is open and the U.S. Mail is delivered) notice in writing.

- a. For Customer non-payment of bills for gas service.
- b. When Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving

RULES AND REGULATIONS - CONTINUED

Discontinuance of Service - With Notice Continued

service for his own use under a different name in order to avoid past due payments to Company.

- c. For Customer refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
- d. For violation of these Rules and Regulations which Customer refused or neglects to correct.
- e. For Customer's neglect or refusal to provide reasonable access to Company or its agents for the purpose of reading Meters or inspection and maintenance of equipment owned by Company.

Waiver of Discontinuance of Gas Service:

Discontinuance of gas service shall be temporarily waived in specific cases provided that service is medically essential and discontinuance will endanger life or require hospitalization to sustain life. Prior to granting a medical waiver, the Customer shall be required to furnish the Company written notice from a competent physician acceptable to the Company that service is required for life support.

Collection in Lieu of Discontinuance of Gas Service:

A Collection in Lieu of Discontinuance Charge (applicable Section O) shall be added to the Customer's past due bill when payment, inclusive of said charge, is made at a billed address prior to discontinuance of gas service for non-payment of Company's regulated charges.

Reconnection of Service:

When service has been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by Customer.

1. Where Service was Discontinued without Notice:

- a. The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

RULES AND REGULATIONS - CONTINUED

- b. All bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - c. If reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
2. Where Service was Discontinued with Notice:
- a. Satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - b. Satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - c. A satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
 - d. The violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.
3. Termination of Service at the Request of Customer:
- a. Change of Occupancy:
Subject to any existing agreement by Customer and Company, if Customer wishes the gas service to be terminated, the Customer shall give notice to the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any gas that may pass through the Meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the Meter and/or other movable equipment shall not have been removed within that time by the Company.

RULES AND REGULATIONS - CONTINUED

- b. Removal of Service:
If Customer wishes Company's property to be removed, Customer shall give notice to the Company at least ten (10) Working Days prior to the time of such requested removal.

RULES AND REGULATIONS - CONTINUED

N. LIMITATIONS OF SUPPLY

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from nonaffiliated companies that may jeopardize service to existing Customers.

Under no circumstances is Company required to deliver hourly quantities of natural gas greater than the hourly quantities of natural gas that has been scheduled by the interstate or intrastate pipeline directly upstream of Company's facilities.

RULES AND REGULATIONS - CONTINUED

O. MISCELLANEOUS SERVICE CHARGES

	<u>Residential</u>	<u>Non-Residential</u>
1. <u>Service Connection Charge</u> Regularly Scheduled	\$95	\$150
Same Day or Outside Normal Business Hours	\$200	\$200
2. <u>Service Reconnection Charge</u> Regularly Scheduled	\$90	\$120
3. <u>Change of Account Charge (Read Meter Only)</u> Regularly Scheduled	\$55	\$55
4. <u>Failed Trip Charge</u> – Applies when Customer fails to keep a scheduled appointment with the Company’s employee, agent, or representative Regularly Scheduled	\$55	\$55
5. <u>Temporary Disconnection of Service Charge</u> Regularly Scheduled	\$55	\$55

6. Late Payment Charge:
 A bill shall be considered past due upon the expiration of twenty (20) days from the date of presentation by Company. The balance of all past due charges for services rendered may be subject to a Late Payment Charge of 1.5% or \$5.00, whichever is greater, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge may be applied to the accounts of federal, state, and local governmental entities and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

7. Worthless Check Service Charge:
 The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. Such service charge shall be added to the Customer's bill for gas service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

Company may waive miscellaneous service charges for cause on a not unduly discriminatory basis.

Issued by: Jeffrey Sylvester, Chief Financial Officer
 Florida City Gas

Effective:

RULES AND REGULATIONS - CONTINUED

P. MEASURING CUSTOMER SERVICE

All gas sold to Customer shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to Meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in Company's filed Tariff.

1. Individual gas metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual Meters shall not, however, be required:
 - a. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
 - b. For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;
 - c. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

In such multiple occupancy units, which would require the provision of individual gas service above the second story, unless specifically requested.

RULES AND REGULATIONS - CONTINUED

For purposes of this Section P:

1. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.
2. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with Subsection 1.c. above.

Where individual metering is not required and master metering is used in lieu thereof, Sub-metering may be used by Customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's Tariff including but not limited to the Customer, energy, Purchased Gas Cost Recovery Factor, and conservation charges made by Company plus applicable taxes and fees to Customer of record responsible for the master Meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master Meter, the cost for billing, and other such costs.

RULES AND REGULATIONS - CONTINUED

Q. GAS CURTAILMENT

1. During periods of supply shortages, operational constraints or Force Majeure events the Company may implement the terms of its Gas Curtailment Plan. The purpose of this plan is to preserve the ability to continue to provide essential gas services to the broadest base of Customers given limited gas supply and/or delivery capacity. Any Unauthorized Gas Use will be governed by the terms stated in the Unauthorized Gas Use section of this tariff. If a Customer notifies the Company that they have a medical necessity requiring gas use the Company will endeavor to provide adequate notice of any curtailments.

RULES AND REGULATIONS - CONTINUED

R. UNAUTHORIZED USE

1. Unauthorized Gas Use includes, but is not limited to, any volume of gas taken by Customer in excess of its Demand Charge Quantity requirement as set forth in its Service Agreement with Company or the quantity of gas allowed by the Company on any day as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or by the Florida Public Service Commission of the State of Florida or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Company.
2. The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.
3. If a Customer uses gas after having been notified that gas is not available or, if applicable, uses gas in excess of the Demand Charge Quantity or requirements as established in the Service Agreement, then Unauthorized Gas Use charges shall apply to those amounts. Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Rate Schedule, then Unauthorized Gas Use charges shall apply to the TPS.
4. All Unauthorized Gas Use charges shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price, for each day, for gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. However, this rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the Federal Energy Regulatory Commission approved gas tariffs of the interstate pipelines which deliver gas into Florida. This charge is in addition to all applicable taxes, charges and assessments of the applicable Rate Schedule.
5. Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service. Such payment for unauthorized use of gas shall not be deemed as giving Customer or TPS any rights to use such gas.

RULES AND REGULATIONS - CONTINUED

S. EQUIPMENT FINANCING

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

RULES AND REGULATIONS - CONTINUED

T. TRANSPORTATION SERVICE

1. A Transportation Service Agreement or other means of enrollment accepted by the Company is a condition precedent for Transportation Service under each applicable Rate Schedule, the initial term of which shall be no less than one (1) year and year to year thereafter until terminated by ninety (90) days written notice by either party.
2. The usage charges in the Rate Schedules shall be based upon actual or estimated consumption as determined by the Company, not by Third Party Supplier deliveries.

- a. Nominations and Transportation of Gas

The Customer's Third Party Supplier ("TPS") shall nominate on behalf of its Customers the total monthly requirements for that billing month. The TPS is responsible for making arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier. The gas transported under this Rate Schedule is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with its Gas Curtailment Plan.

- b. Indemnification

As between Company and Customer, the Customer or its Third Party Supplier warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

3. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver gas on behalf of its Customers, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide gas supplies to Customers that contract for gas supply from a TPS. In the event that a Customer seeks to purchase gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

RULES AND REGULATIONS - CONTINUED

4. Balancing Receipts and Deliveries

Third Party Suppliers will be billed for all their Customers' balancing and other transportation related charges, as set forth in the TPS Rate Schedule, determined by the Company to be billable to a TPS on behalf of their Customers. If there are any unpaid charges the TPS' Customers shall be individually responsible for any portion attributable to their individual action and/or for their pro-rata share as follows: The Company will first determine individual Customer charges, if any, and second prorate charges based on allocating the amount of TPS gas received, if any, in the following priority; first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV, followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers. Each Customer in a Rate Schedule that does not receive gas supply to meet the entire Rate Schedule requirements will receive a pro-rata charge based on their percentage of gas consumed, as estimated or measured on the meter reading date following the incurrence of imbalance charges, to the total of their Rate Schedule for the period that charges apply.

5. Transportation Interruption and Curtailment

Company shall have the right to reduce or completely curtail deliveries to Customer as follows:

- a. If, in Company's opinion, Customer will overrun the volume of gas to which it is entitled from its supplier (or overrun the volume of gas being delivered to Company for Customer's account); or
- b. In the event Company is notified by its delivering pipeline pursuant to the Federal Energy Regulatory Commission approved curtailment plans or provision of its tariff to interrupt or curtail deliveries for uses of the same type or category as Customer's use of gas hereunder; or
- c. When necessary to maintain the operational reliability of Company's system.

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any gas taken in excess of the volume allocated to the Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use

RULES AND REGULATIONS - CONTINUED

6. Facilities

Company shall not be obligated to, but may, at its sole discretion on a non-discriminatory basis, construct or acquire new facilities, or expand existing facilities, including facilities necessary to provide measurement of volumes and communication of deliveries, in order to perform service requested under each applicable Rate Schedule. If in Company's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, to enable Company to receive or deliver Customer's gas at the Points of Receipt and Delivery requested, and Company determines in its sole discretion to construct, acquire, or expand such facilities, then Company shall notify Customer of the estimated costs of such facilities, including electronic measurement equipment, shall, subject to the receipt and acceptance of any necessary regulatory approval, be constructed, acquired or expanded by Company in accordance with the terms of the executed Service Agreement.

Prior to the initial receipt of service hereunder, unless agreed otherwise, Customer shall reimburse Company in accordance with the terms of the Transportation Service Agreement, for the cost of any facilities which are constructed, acquired, or expanded by Company to receive or deliver Customer's gas.

All facilities required to provide service under each applicable Rate Schedule shall be designed, constructed, installed, operated, and owned by Company, unless otherwise agreed to by Company.

Company's execution of a Transportation Service Agreement under each applicable Rate Schedule may be conditioned on Customer's agreement to pay the total incremental cost of such facilities as specified herein and in the Service Agreement.

7. Designated Pools

- a. This section designates the Pools that have been adopted for the Company's service territory in order to facilitate the operation of the Company's system.

Basic Pools result from the physical characteristics of the Company's system and the location of the delivery points of the interstate pipeline companies.

RULES AND REGULATIONS - CONTINUED

The Company's service territory is composed of two Primary Pools, each of which is composed of one or more Basic Pools:

- i. Brevard
 - ii. Miami-Dade
- b. Determination of the Demand Charge Quantity ("DCQ")

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

At any time a Customer may request an adjustment to its Billing DCQ. If the Customer is able to demonstrate an ongoing change in its maximum daily therm requirements then the Company may at its discretion adjust Customers Billing DCQ prospectively. However, the initial Billing DCQ shall be established for all Customers with active service at the effective date of this tariff based on the highest daily actual therm consumption recorded at Customer's premises over the thirty- six month historic period ending March 31st of each year.

RULES AND REGULATIONS - CONTINUED

c. Determination of the Average Daily Delivery Quantity (“ADDQ”)

The ADDQ for each Customer without an AMR device will be calculated by the Company by dividing the Customer’s usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer’s ADDQ at any time, due to changes in Customer’s equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer’s gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month on the Company’s EBB, or other means as determined by the Company. If TPS does not agree with Company’s determination of TPS’s aggregate ADDQ, it must notify the Company in writing within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

8. Allocation, Assignment, of Capacity and Supply Assets

This section sets forth the method and provisions by which the Company will allocate, on an equal access, nondiscriminatory basis, the Company’s Interstate Pipeline Capacity to a Third Party Supplier based upon the Average Daily Delivery Quantity (“ADDQ”) and Demand Charge Quantity (“DCQ”) of the Transportation Customers served by the Third Party Shipper.

The portion of the Company’s Interstate Pipeline Capacity not associated with premises served by Third Party Supplier will remain with the Company. The Company will hold the capacity required to service its Customers on a Design Day plus a reserve margin not to be less than 5%. The Company will post on the Electronic Bulletin Board (“EBB”) each allocation of the Company’s Interstate Pipeline Capacity to a Third Party Supplier for viewing only by such Third Party Shipper. Until the Company has sufficient Interstate Pipeline Capacity to satisfy 100% of its Sales and Essential Use Customers throughput the Company may opt to not release capacity to Third Party Suppliers. Once adequate capacity is obtained to meet the Sales and Essential Use Customers’ needs, capacity releases will be prioritized based upon Customer groups. The Company will first release Interstate Pipeline Capacity to service Cycle Read Customers (ADDQ) based upon Third Party Supplier market share.

RULES AND REGULATIONS - CONTINUED

The remaining Interstate Capacity will then be released to service Daily Read Customers (DCQ) that are identified as Essential Use based upon Third Party Supplier market share. Any remaining Interstate Pipeline Capacity will then be released to service Daily Read Customers that are not identified as Essential Use based upon Third Party Supplier market share.

Each month the Company will calculate market share for each Third Party Supplier based upon the sum of the ADDQ and DCQ of premises served by each Third Party Supplier. Each month the Company will make capacity allocations to each Third Party Supplier based upon their market share as calculated on the twentieth (20th) calendar day of the preceding month. The Company will post on the EBB on the twentieth (20th) calendar day of the preceding month, the total Interstate Pipeline Capacity that a Third Party Supplier is allocated for viewing only by such Third Party Shipper.

The rate for Interstate Pipeline Capacity will be the maximum rate stated in the applicable FERC Gas Tariff; provided, however, that if the proper regulatory approvals have been received, the rate for an assigned service will not exceed the rate charged to the Company as of the date of the assignment. Assignments will have a term of one calendar month and will be made and become effective on the first day of such month.

The Company will, when possible, provide firm gas delivery service to Sales Customers who were Transportation Customers. However, if sufficient interstate pipeline capacity is not available, those Customers may not receive firm gas delivery service.

All capacity charges associated with release of Interstate Capacity to Third Party Suppliers will be billed directly to the Third Party Supplier by the pipeline company.

9. Recall of Released Capacity

The Company, at its sole discretion, has the right to recall Interstate Pipeline Capacity from Third Party Suppliers if:

- a. A determination by the Company, in a Force Majeure event to recall capacity in order to maintain the operational integrity of the system;
- b. A Third Party Supplier's failure to meet the security requirements of this Tariff or meet its responsibilities as a replacement shipper on the Pipeline;
- c. A filing of bankruptcy by a Third Party Supplier;
- d. A Third Party Supplier fails to meet system delivery requirements;

RULES AND REGULATIONS - CONTINUED

- e. An order of the State or Federal Commissions where recall would be necessary to comply with Commission orders;
- f. The Company for any reason, determines that recall is necessary to maintain the operational integrity of the system

10. Disposition of Recalled Capacity

Capacity recalled to the above section shall be re-released as follows:

In the case of Interstate Pipeline Capacity is recalled, the Company will re-release the recalled Interstate Pipeline Capacity to all Third Party Suppliers promptly.

11. Limitations on Released Capacity

The Interstate Pipeline Capacity being released to Third Party Suppliers under the provisions of this tariff was obtained for the purpose of making gas available to Customers in Florida. It is being released to Third Party Suppliers for the same purpose. Accordingly, in addition to any other limitations on the released capacity that may apply, and as a condition for receiving the released capacity, Third Party Suppliers must comply with the following limitations on the use of released capacity.

Any agreement to trade, assign, sell, or otherwise re-release the released capacity shall include the right of FCG to recall the capacity under Section K.

In the event that a Third Party Shipper sells, trades, or otherwise transfers all or part of the Third Party Supplier's Customer base to another Third Party Supplier, it shall also release to the other Third Party Supplier an equal percentage of its released Interstate Pipeline Capacity;

Any agreement to trade, assign, sell, or otherwise re-release the released Interstate Pipeline Capacity shall include the right of Third Party Supplier to recall the capacity if the capacity is necessary to provide service to the Third Party Suppliers' Customers.

INDEX OF RATE SCHEDULES

CUSTOMER RATE SCHEDULES	7.100
RESIDENTIAL SERVICE – (RS)	7.100
RESIDENTIAL STANDBY GENERATOR SERVICE – (RSG)	7.101
GENERAL SERVICE - 1 – (GS-1)	7.102
GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)	7.104
GENERAL SERVICE - 2 - 10K – (GS-2 – 10K)	7.106
GENERAL TRANSPORTATION SERVICE – 2 - 10K– (GTS-2 – 10K)	7.108
GENERAL SERVICE – 3 - 50K– (GS-3 – 50K)	7.110
GENERAL TRANSPORTATION SERVICE – 3 - 50K – (GTS-3 – 50K)	7.112
GENERAL SERVICE – 4 - 120K – (GS-4 – 120K)	7.114
GENERAL TRANSPORTATION SERVICE – 4 - 120K – (GTS-4 – 120K)	7.116
GENERAL SERVICE – 5 - 1250K – (GS-5 – 1250K)	7.118
GENERAL TRANSPORTATION SERVICE - 5 - 1250K– (GTS-5 – 1250K)	7.120
GENERAL SERVICE - 6 - 11M– (GS-6 – 11M)	7.122
GENERAL TRANSPORTATION SERVICE - 6 - 11M– (GTS-6 – 11M)	7.124
GENERAL SERVICE - 7 - 25M– (GS-7 – 25M)	7.126
GENERAL TRANSPORTATION SERVICE - 7 - 25M– (GTS-7 – 25M)	7.128
COMMERCIAL STANDBY GENERATOR SERVICE – (COM-SG)	7.130
COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-SGT)	7.131
FLEXIBLE GAS SERVICE – (FGS)	7.133
CONTRACT DEMAND SERVICE – (KDS)	7.136
LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE- CTS)	7.139
ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS)	7.142
OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)	7.144
RENEWABLE NATURAL GAS SERVICE – (RNGS)	7.200
THIRD PARTY SUPPLIER RATE SCHEDULES	7.203
THIRD PARTY SUPPLIER SERVICE – (TPS)	7.203
TRANSPORTATION SUPPLY SERVICE – (TSS)	7.211
OPERATIONAL BALANCING ACCOUNT	7.212
CUSTOMER RIDERS	7.300
AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)	7.300
BILLING ADJUSTMENTS	7.400
COMPETITIVE RATE ADJUSTMENT	7.400
ENERGY CONSERVATION COST RECOVERY	7.402
SAFETY, ACCESS AND FACILITY ENHANCEMENT (SAFE)	7.403
TAXES AND OTHER ADJUSTMENTS	7.408
PURCHASED GAS COST RECOVERY FACTOR	7.409
NATURAL GAS FACILITIES RELOCATION COST RECOVERY CLAUSE (NGFRCRC)	7.410
SWING SERVICE RIDER	7.411
SHIPPER OF LAST RESORT	7.412
RESERVED FOR FUTURE USE	7.413

RATE SCHEDULES
RESIDENTIAL SERVICE – (RS)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to Residential Service excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate

Customer Charge:	\$36.50 per Meter per Month
Non-Fuel Energy Charge:	\$0.91502 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

RESIDENTIAL STANDBY GENERATOR SERVICE – (RSG)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to Residential Service classification where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Monthly Rate:

Customer Charge:	\$54.27 per Meter per Month
Non-Fuel Energy Charge:	\$0.91502 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.
3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

GENERAL SERVICE - 1 – (GS-1)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than or equal to 9,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

Not applicable.

Monthly Rate:

Customer Charge:	\$85.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.93355 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

GENERAL SERVICE – 1 – (GS-1) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than or equal to 9,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not applicable.

Monthly Rate

Customer Charge:

\$85.00 per Month

Transportation Charge:

\$0.93355 per Therm

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

GENERAL TRANSPORTATION SERVICE – 1 - (GTS-1) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 2 - 10K – (GS-2 – 10K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 10,000 and less than and equal to 49,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$155.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.83077 per Therm

Telemetry Maintenance Charge	Not applicable
------------------------------	----------------

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.

GENERAL SERVICE – 2 - 10K – (GS-2 – 10K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 2 - 10K– (GTS-2 – 10K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 10,000 and less than and equal to 49,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$155.00 per Meter per Month
Transportation Charge:	\$0.83077 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

GENERAL TRANSPORTATION SERVICE – 2 - 10K – (GTS-2 – 10K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 3 - 50K– (GS-3 – 50K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 50,000 and less than and equal to 119,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$600.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.73250 per Therm

Telemetry Maintenance Charge	Not applicable
------------------------------	----------------

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

GENERAL SERVICE – 3 - 50K – (GS-3 – 50K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 3 - 50K – (GTS-3 – 50K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 50,000 and less than and equal to 119,999 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$600.00 per Meter per Month
Transportation Charge:	\$0.73250 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

GENERAL TRANSPORTATION SERVICE – 3 - 50K – (GTS-3 – 50K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 4 - 120K – (GS-4 – 120K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 120,000 and less than or equal to 1,249,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer’s expense.

Monthly Rate:

Customer Charge:	\$750.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.36219 per Therm
Demand Charge	\$0.92517 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 4 - 120K – (GS-4 – 120K) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 4 - 120K – (GTS-4 – 120K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 120,000 and less than or equal to 1,249,999 Therms annually.

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge:	\$750.00 per Meter per Month
Transportation Charge:	\$0.36219 per Therm
Demand Charge	\$0.92517 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

GENERAL TRANSPORTATION SERVICE – 4 - 120K– (GTS-4 – 120K) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 5 - 1250K – (GS-5 – 1250K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 1,250,000 and less than or equal to 10,999,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer’s expense.

Monthly Rate:

Customer Charge:	\$1,250.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.14125 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 5 - 1250K– (GS-5 – 1250K) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 5 - 1250K– (GTS-5 – 1250K)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 1,250,000 and less than or equal to 10,999,999 Therms annually.

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge:	\$1,250.00 per Meter per Month
Transportation Charge:	\$0.14125 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

**GENERAL TRANSPORTATION SERVICE – 5 - 1250K– (GTS-5 – 1250K) -
CONTINUED**

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 6 - 11M– (GS-6 – 11M)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 11,000,000 and less than or equal to 24,999,999 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer’s expense.

Monthly Rate:

Customer Charge:	\$2,500.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.10358 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 6 - 11M – (GS-6 – 11M) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 6 - 11M- (GTS-6 – 11M)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 11,000,000 and less than or equal to 24,999,999 Therms annually.

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge:	\$2,500.00 per Meter per Month
Transportation Charge:	\$0.10358 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

GENERAL TRANSPORTATION SERVICE – 6 - 11M – (GTS-6 – 11M) - CONTINUED

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 7 - 25M– (GS-7 – 25M)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 25,000,000 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer’s expense.

Monthly Rate:

Customer Charge:	\$5,000.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.05179 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Distribution Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Term of Service:

Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 7 - 25M– (GS-7 – 25M) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 7 - 25M- (GTS-7 – 25M)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than or equal to 25,000,000 Therms annually.

Character of Service:

DCQ Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

All Customers receiving Transportation Service, whose annual consumption of Gas exceed 120,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

Monthly Rate:

Customer Charge:	\$5,000.00 per Meter per Month
Transportation Charge:	\$0.05179 per Therm
Demand Charge:	\$0.92517 per Therm

Telemetry Maintenance Charge:

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge. In addition, a minimum annual charge shall be assessed by applying the Transportation Charge hereunder to the difference between the annual minimum qualifying Therms specified in this Rate Schedule and the annual usage of the Customer.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

GENERAL TRANSPORTATION SERVICE – 7 - 25M– (GTS-7 – 25M) - CONTINUED

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

COMMERCIAL STANDBY GENERATOR SERVICE – (COM-SG)

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator and that uses less than 120,000 Therms annually.

Character of Service:

Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$231.58
Non-Fuel Energy Charge:	\$0.83077 per Therm

Minimum Bill:

The Customer Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company’s Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.
3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

**COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-
SGT)**

Availability:

Available throughout the Service Area of the Company.

Applicability:

Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator and that uses less than 120,000 Therms annually.

Character of Service:

ADDQ Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:

Not required.

Monthly Rate:

Customer Charge:	\$231.58
Transportation Charge:	\$0.83077 per Therm

Telemetry Maintenance Charge

Not applicable

Retainage:

Up to 1.5% of deliveries tendered at Company's City Gate.

Minimum Bill:

The Customer Charge plus Demand Charge.

Terms of Payment:

Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:

The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.413.

**COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-
SGT) - CONTINUED**

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.
3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

FLEXIBLE GAS SERVICE – (FGS)

Objective:

The objective of this service classification is to enable the Company the opportunity to compete in markets where natural gas service is not a monopoly service.

This Tariff provides the Company with both the opportunity and risk to compete in these markets. It is designed to increase load by working with Customers with regard to the specific terms and conditions of service.

This Tariff places the Company's shareholders at risk, not the general body of ratepayers (see rate-making treatment).

Applicability:

This service is available at the Company's option to Customer(s) meeting the applicability standards, which include (1) the Customer must provide the Company with a viable economic energy alternative including verifiable documentation of Customer alternative and (2) the Company must demonstrate that this new Customer will not cause any additional cost to the Company's other rate classes. The Company is under no obligation to grant service under this Tariff. Absent a service agreement with the Company under this rate schedule, Customers are under no obligation to accept service under this rate schedule and may elect to receive service under other applicable Tariff rate schedules.

Terms of service under this rate schedule, including pressure, capital repayment, operating conditions and length of service are separately set forth in individual agreements between the Company and the Customers.

Monthly Rate:

The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer agree to utilize all reasonable and available measures to guard the confidentiality of said information, subject to requirements of courts and agencies having jurisdiction hereof.

In the event either party is asked to provide the information by such a court or agency, it will promptly inform the other of the request, and will cooperate in defending and maintaining the

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

Confidentiality Continued

confidentiality of the information.

This provision shall not prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document.

Rate-Making Treatment:

To the extent that the Company enters into Flexible Gas Service agreements with Customers, the Company is at risk for the capital investment necessary to serve the Flexible Gas Service Tariff Customers, not the general body of ratepayers.

Rate Base:

In the case of providing service to a new Customer under this Tariff, the Company will identify the incremental capital costs, including construction work-in-progress, required to provide service to the Customer. In this instance, the Company will separately account for all such costs, excluding them from rate base.

Where the Customer is served from the Company's existing distribution system, a portion of the net book value of common distribution facilities, including Mains and measuring and regulating stations, reflecting the Customer's distance from the nearest point on an Interstate Gas Pipeline and the size of pipe required to serve that Customer's peak demand for Gas shall be removed from rate base.

In the case of transferring an existing Customer to this Tariff, in addition to excluding all incremental capital costs and common distribution facilities from rate base, the net book value of Mains, Service Lines, and metering equipment that were specifically installed to serve the particular Customer shall be removed from rate base.

Operating, Maintenance and Administrative Expenses:

The Company will specifically identify all incremental costs, if any, associated with the Flexible Gas Service Tariff Customer. These expenses will primarily be related to the incremental capital required to serve the Customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, Meter reading, Customer billing and accounting, sales, and administrative expenses.

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

Operating, Maintenance, and Administrative Expenses Continued

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this Tariff as determined by this methodology.

Depreciation and Amortization Expenses:

The Company will exclude all depreciation and amortization expenses related to this Tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each Customer under this Tariff as defined above.

Revenue and Related Taxes:

Revenues related to this Tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this Tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this Tariff shall remain subject to FPSC audit.

CONTRACT DEMAND SERVICE – (KDS)

Objective:

The objective of this Rate Schedule is to enable the Company to attach incremental load to its system by providing the Company with the flexibility to negotiate individual service agreements with Customers taking into account competitive and economic market conditions and system growth opportunities.

Applicability:

Sales or Transportation service is available under this Rate Schedule to any non- Residential Customer, or customer receiving service under Rate Schedule RNGS, bringing a minimum new incremental demand of 250,000 additional therms per year to the Company's system at one location.

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may elect to receive service under other applicable Rate Schedules.

Gas Supply Obligation:

The Company shall have no obligation to provide gas supplies to Transportation Customers under this Rate Schedule.

Monthly Rate:

The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to serve the Customer. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes. The charge shall include any capital recovery mechanism. The charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with gas. Such evaluation may include but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with gas. With respect to existing Customers, an additional load of at least 250,000 therms must be added, and the negotiated KDS rate will only apply to the additional load added to the Company's system.

CONTRACT DEMAND SERVICE – (KDS) - CONTINUED

The Commodity Charge, if taking supply from the Company, shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas.

Interruption and Curtailment:

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan the Company shall have the right to reduce or to completely curtail deliveries to Customer pursuant to this Rate Schedule:

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

in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or when necessary to maintain the operational reliability of Company's system.

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

Special Conditions:

Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

Term of Agreement: If the provision of service hereunder requires the installation of gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

CONTRACT DEMAND SERVICE – (KDS) - CONTINUED

Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule, see the Rules and Regulations for Metering for terms and conditions related to AMR's.

When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirements.

LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE- CTS)

Objective:

The objective of this Rate Schedule is to enable the Company to retain or obtain significant load on its system by providing the Company with the flexibility to negotiate individual service agreements with non-Residential Customers taking into account competitive and economic market conditions and overall system benefits.

Applicability:

Customers with Alternate Fuel capabilities who execute a LE - CTS Affidavit (Sheet Nos. 8.113-8.114) and a Load Enhancement - Contract Transportation Service Agreement (Sheet Nos. 8.115-8.122), which is accepted by Company, for a minimum term of one year, and who transport over 250,000 Therms annually.

This sales or transportation service is available at the Company's sole discretion to Customer's which meet the applicability standards, including (1) an existing commercial customer receiving service under contract or any new or existing customer that would otherwise qualify for service under Rate Schedules KDS, TSS, OSS, GS-4, GS-5, GS-6 or GS-7;

the Customer must provide the Company verifiable documentation of either a viable alternative fuel or of a Customer's opportunity to economically bypass the Company's system;

the Company must demonstrate that the Customer served under this Rate Schedule will not cause any additional cost to the Company's other rate classes, including, at a minimum, that the rate shall not be set lower than the incremental cost plus some additional amount as reasonable return on investment and; (4) the Customer and the Company must enter into a service agreement under this Rate Schedule. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

Service Agreement Obligations:

Terms of service including operating conditions and, if applicable, a capital repayment mechanism acceptable to Company, which may include, but shall not be limited to, a minimum monthly or annual bill, will be set forth in individual service agreements between the Company and the Customer. Absent a service agreement with Company under this Rate Schedule, Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule, and Customer may request service under other applicable Rate Schedules.

Substantial changes to the Company's LE-CTS Service Agreement (Sheet Nos. 8.115 – 8.122) shall be subject to explicit approval by the Florida Public Service Commission (FPSC) before any contract rate is implemented and the agreement can be executed by the parties. LE-CTS Service Agreements that conform to the Company's tariff Sheet Nos. 8.115 – 8.122 can be executed by the parties and placed into service absent explicit Commission approval.

**LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE-CTS) -
CONTINUED**

Gas Supply Obligation:

The Company shall have no obligation to provide gas supplies to Transportation Customers under this rate schedule.

Monthly Rate:

The Distribution Charge shall be an amount negotiated between Company and Customer, but the rate shall not be set lower than the incremental cost plus some additional amount as a reasonable return on investment the Company incurs to serve the Customer. The distribution charge also shall include any capital recovery mechanism. The distribution charge shall be determined by the Company based on Company's evaluation of competitive and overall economic market conditions and the opportunity for the Company to expand its system into areas not served with gas as applicable. Such evaluation may include but is not necessarily limited to: the cost of gas which is available to serve Customer; the delivered price and availability of Customer's alternate fuel or energy source; the nature of the Customer's operations (such as load factor, fuel efficiency, alternate fuel capacity, etc.); and the opportunity to extend gas service to areas not supplied with gas. As used herein incremental cost shall include operations and maintenance, the depreciation expense for facilities used to provide service to the Customer, the return on the facilities computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

The Commodity Charge shall be the rate per therm for gas used computed to be the incremental cost of purchasing or producing gas, if taking supply from the Company.

The Company may permit the Customer to combine the accounting for the gas load delivered to multiple meters serving the same premise for this service.

Interruption and Curtailment:

In addition to the interruption and curtailment terms in the Rules and Regulations or the Company's Curtailment Plan, the Company shall have the right to curtail deliveries to Customer pursuant to this Rate Schedule:

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

in the event Company is notified by its supplier or pipeline transporter to interrupt or curtail deliveries to Customer, or deliveries of gas for uses of the same type or category as Customer's use of gas hereunder; or when necessary to maintain the operational reliability of Company's system.

**LOAD ENHANCEMENT - CONTRACT TRANSPORTATION SERVICE – (LE-CTS) -
CONTINUED**

Confidentiality:

The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer will utilize all reasonable and available measures to guard the confidentiality of said information, subject to the requirements of courts and agencies having jurisdiction hereof.

Special Conditions:

Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement but such modification or exemption shall not apply to the minimum prerequisite requirements set forth in the Applicability section of this Rate Schedule.

Term of Agreement: If the provision of service hereunder requires the installation of gas equipment at Customer's facility, Company and Customer may enter into an agreement as to the terms and conditions regarding the reimbursement of costs relating to such equipment. The initial term of the service agreement shall, at a minimum, be equal to the period of cost reimbursement. The rates established in the Monthly Rates section may be adjusted to provide for such cost reimbursement to the Company including carrying costs.

No later than 180 days prior to the expiration of this special contract, a Customer served under an LE-CTS contract may request a new contract under the terms and conditions of this tariff provision. If an agreement is not reached by the end of the term, the agreement will convert to the applicable General Services tariff (based on volume) until a new contract has been approved by the FPSC and executed by the parties.

Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

When entering into a service agreement with a Customer under this Rate Schedule, Company will take reasonable steps to mitigate the potential of any revenue shortfalls between the revenues received under a service agreement and the total cost and expenses relating to the associated capital investment made by the Company, including minimum annual requirement.

The difference between the otherwise applicable tariff rate and the approved contract rate under this Rate Schedule may be subject to recovery through the Competitive Rate Adjustment ("CRA").

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS)

Availability:

Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.

Applicability:

To receive service under this Rate Schedule, the Customer's written application to the Company shall include sufficient information to permit the Company to determine the Customer's eligibility.

Eligibility Requirements: A qualifying person must intend to become a new Customer with the intent to utilize gas to provide significant economic development or environmental benefits within the State of Florida or in a manner that increases system utilization; be an existing Customer that materially expands its use of gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing Customer that meets other criteria as determined appropriate by the Florida Public Service Commission.

Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by applicable state, county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.

Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measurable benefits to improve Florida's environment.

Qualifying Volumes: To be eligible for service under this rate schedule a new Customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing Customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's sole judgement an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the Customer for service under this rate schedule, the Company shall adjust the Customer's consumption to eliminate any abnormal conditions. The Company, through use of historical data shall determine the base annual consumption for existing Customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the Customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule.

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS) - CONTINUED

The existing facilities of the Company must be adequate in the sole judgment of the Company to supply the new or expanded gas requirements. If construction of new or expanded local facilities by the Company is required, the Customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the Customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Extension of Facilities provisions in the Company's filed tariff.

The Customer must execute a contract for service under this tariff for a minimum of 10 years.

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.

The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the Customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the applicable rate schedule that would otherwise apply.

Customer Charge:

A full monthly Customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.

Monthly Rate:

The non-gas charges that would be billed in accordance with the applicable rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new Customer the factor will be applied to the charges for the total volume delivered. For an existing Customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12th of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly Customer charge.

Contract Year	Billing Months	Discount from	
		Adjustment Factor	Companion Rate Schedule
1	1st through 12th	60%	40%
2	13th through 24th	70%	30%
3	25th through 36th	80%	20%
4	37th through 48th	90%	10%
	Beyond the 48th Month	100%	0%

ECONOMIC DEVELOPMENT GAS SERVICE – (EDGS) - CONTINUED

If the volume of gas purchased or transported in a contract year is less than the volume specified in the contract, the difference in the actual volume and the volume specified in the contract shall be deemed a volume deficiency. For any volume deficiency, the Customer shall be billed an amount equal to the non-gas volumetric charge that would have been billed for the delivery of the volume equal to the deficiency. The bill shall be computed in accordance with the applicable rate schedule that would otherwise apply subject to the discount provided under this rate schedule.

Payment Terms:

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be assessed late payment charges as defined in Section 7 on Sheet No. 13 of the Company's tariff.

Billing Adjustments:

Bills for gas service hereunder shall be subject to adjustment for the applicable taxes, fees, and the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA), and shall be subject to other adjustments, charges and/or credits as determined to be applicable to the applicable rate schedule under which the Customer would otherwise be served. The adjustment factor provided under this rate schedule will not be applied to the PGA and other adjustments factors.

OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

Availability:

Throughout the service areas of Company, and of any interstate or intrastate 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.

Charges:

Customer Charge	None
Transaction Charge	\$100.00 per transaction
Commodity Charge	As set forth below

For all Scheduled Quantities (as such term is defined in Special Condition 4 below), the Commodity Charge per therm shall be established by agreement between Company and Customer prior to each transaction pursuant to this Rate Schedule.

The Commodity 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 limited to: the cost of gas which is available to service 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 Commodity Charge as it deems necessary or appropriate to meet competition or remain competitive but shall have not an obligation to do so.

The Commodity Charge per therm shall include, at a minimum, the cost per therm of the Gas delivered to Customer pursuant to this Rate Schedule, including all variable costs incurred by Company for (or in connection with) Pipeline transportation and all applicable taxes. Company's Purchase Gas Cost Recovery 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.

OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED

Special Conditions:

1. Neither Customer nor Company shall have any obligation to 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. Disposition of Net Revenues and Transaction Charges. For purposes of this paragraph "net revenues" shall equal the difference between the Commodity Charge and the cost of gas delivered to Customer inclusive of all taxes and adjustments. Fifty percent (50%) of all net revenues shall be retained by Company. The remaining fifty percent (50%) of such net revenues (and all Transaction Charges) shall be used to reduce Company's cost of gas recovered through the Purchased Gas Cost Recovery Adjustment Clause.
3. 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 Customer in an interruption or curtailment order shall be considered Unauthorized Gas Use. Company may bill and Customer shall pay for such unauthorized use per the charges in the Rules and Regulations - Unauthorized Gas Use section.
4. 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 Company for delivery shall be "Scheduled Quantities".
5. 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.
6. 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.

RENEWABLE NATURAL GAS SERVICE – (RNGS)

Availability:

Throughout the service areas of the Company.

Character of Service:

Service provided by the Company for the purpose of conditioning and upgrading Customer's biogas to Renewable Natural Gas ("RNG") such that the RNG can be utilized onsite by Customer and/or to be delivered into Company's distribution system for transportation and delivery.

Applicability:

Service under this Rate Schedule ("RNG Service") is available to eligible Customers that produce biogas to be utilized as RNG onsite by the Customer or delivered into the Company's distribution system for transportation and delivery pursuant to Rate Schedules GS-1, GS-2, GS-3, GS-4, GS-5, GS-6, GS-7, or KDS or to a compressed natural gas station or other point of delivery on the Company's system. Service under this Rate Schedule is contingent upon the Company and the Customer entering a mutually satisfactory RNG Service Agreement; provided, however, that in no event shall the service provided to the Customer under this Rate Schedule cause any additional cost to the Company's other rate classes.

RNG Service Agreement:

The terms of service, including design, location, quantity, gas quality specification, operation of facilities and the Monthly Service Charge, will be set forth in a mutually satisfactory agreement between the Company and the Customer ("RNG Service Agreement"). The RNG Service Agreement may require commitment(s) by the Customer to purchase RNG Service for a minimum period of time, to take or pay for a minimum amount of RNG Service, to make a contribution in aid of construction, to furnish a guarantee, such as a surety bond, letter of credit or other means of establishing credit, and/or to comply with other provisions as determined appropriate by the Company. Absent an RNG Service Agreement with the Company under this Rate Schedule, the Company has no obligation to provide, and the Customer shall have no right to receive, service under this Rate Schedule.

Monthly Service Charge:

The Monthly Service Charge shall be an amount negotiated between the Company and the Customer, but in no event shall Monthly Service Charge cause any additional cost to the Company's other rate classes. The Monthly Charge shall be set in a manner to allow the Company to recover the total installed cost of the facilities required to provide RNG Service plus the carrying costs at the Company's overall cost of capital, which facilities may include, but are not limited to, blowers, chillers, condensate removal equipment, compressors, heat exchangers, driers, digesters, gas constituent removal equipment, quality monitoring equipment, storage vessels, controls, piping, metering, propane injection, and

RENEWABLE NATURAL GAS SERVICE – (RNGS) - CONTINUED

Monthly Service Charge Continued:

any other related appurtenances including any redundancy necessary to provide reliable RNG Service.

Delivery Charge:

In addition to the Monthly Service Charge, the Company will also collect the applicable tariff rate for any volume of RNG that is delivered, into the Company's distribution system for transportation and delivery on behalf of the Customer at the Customer's request. In the event service is provided under Rate Schedule KDS, the delivery charge shall be an amount negotiated between the Company and Customer, but the rate shall not be set lower than the incremental cost the Company incurs to redeliver Customer's gas back to the Customer.

Electric and Fuel Reimbursement Charge:

The Company's provision of RNG Service does not include the provision of electricity, natural gas, or any other fuels required to operate the RNG facilities or to be added to the RNG produced by the Customer. The Customer shall reimburse Company for all such electricity and other fuel expenses incurred by Company to provide RNG Service to Customer under this Rate Schedule.

Special Conditions:

1. Service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the Company's tariff, except to the extent modified under this Rate Schedule and / or in an RNG Service Agreement.
2. All Customer RNG that is delivered into Company's distribution system for transportation and delivery must (i) meet the gas quality standards defined in Florida Gas Transmission's tariff in effect and applicable at the time the RNG Service Agreement entered and (ii) have an acceptable heat content such that the RNG delivered into the Company's distribution system does not, as determined in the sole discretion of the Company, impact the Company's ability to deliver Gas on the order of 1,100 British Thermal Units per cubic foot.
3. Each year the Company shall re-determine the Rate Schedule applicable to the transportation and delivery of the Customer RNG based on the Customer's annual usage. If the Company determines that the Customer should be reclassified to a different Rate Schedule for the transportation and delivery of RNG, such reclassification shall be prospective only.
4. A Gas Chromatograph and Automatic Meter Reading (AMR) equipment capable of providing daily readings is required for Customers served under this Rate Schedule. See the Rules and Regulations for Metering for terms and conditions related to AMR's.

RENEWABLE NATURAL GAS SERVICE – (RNGS) - CONTINUED

Ownership of RNG Commodity:

Unless otherwise agreed to between a Customer and the Company, ownership of the RNG commodity will remain with the Customer through all phases of any services the Company provides unless Company and Customer enter into a RNG commodity purchase agreement.

THIRD PARTY SUPPLIER RATE SCHEDULES
THIRD PARTY SUPPLIER SERVICE – (TPS)

Applicability:

The provisions of this Rate Schedule shall apply to brokers, marketers, Customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers” or “TPS”) of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company’s system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of the Company’s Tariff.

Term of Contract:

The term of the contract shall be at least three (3) years and from month to month thereafter unless terminated on thirty (30) days written notice.

Terms of Payment:

The TPS agrees to pay for all balancing and other transportation related charges determined by the Company to be billable to a TPS on behalf of their Customers as provided for in this tariff. All charges due from a TPS under this Rate Schedule shall be paid in full within 20 days of the billing date. The TPS and the Company will resolve any disputed amounts. Adjustments, if any, will be reflected on future billings.

Creditworthiness:

Company shall not be required to permit any TPS who fails to meet Company’s standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

1. Current financial statements (to include a balance sheet, income statement, and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the un-audited statements submitted is true, correct and a fair representation of TPS’s financial condition.
2. A bank reference and at least three trade references.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

3. A written attestation from TPS that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.
4. A written attestation from TPS that it is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.
5. A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the TPS's ability to remain solvent.
6. To remain in good standing, no uncontested delinquent balances should be outstanding for natural gas sales, storage, Transportation Services, or imbalances previously billed by Company, and TPS must have paid its account according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.
7. TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.
8. Company shall not be required to permit and shall have the ability to suspend any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell / deliver gas on the Company's system if TPS elects one of the following options:
 - a. Payment in advance for up to three (3) months service as determined by the Company.
 - b. A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months service. The letter of credit must be drawn upon a bank acceptable to Company.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

- c. A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS’s performance of its obligations to Company.
- d. Such other form of security as TPS may agree to provide and as may be acceptable to Company.

In the event TPS fails to meet the terms of this Creditworthiness section, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend TPS until such time as they are deemed compliant by the Company.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the TPS, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any Parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

Monthly Rate:

Customer Charge	\$400.00
Charge for each Transportation Customer served by the TPS	\$6.21

Determination of the Average Daily Delivery Quantity (“ADDQ”)

The ADDQ for each Customer without an AMR device will be calculated by the Company by dividing the Customer’s usage for each of the most recent twelve (12) billing months by the total number of days in each billing month. Company may adjust Customer’s ADDQ at any time, due to changes in Customer’s equipment or pattern of usage. For new Customers, the initial ADDQ will be estimated by Company, based upon the rating of the Customer’s gas equipment and expected utilization of the equipment. The TPS will be obligated to deliver the aggregate ADDQ each day for Customers it serves.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

The Company will notify TPS of its aggregate ADDQ obligation for each day of the next succeeding month on the Company's EBB, or other means as determined by the Company. If TPS does not agree with Company's determination of TPS's aggregate ADDQ, it must notify the Company in writing within two business days no later than 5:00 p.m. Eastern Standard Time. Company and TPS will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

Nominations for Service:

The TPS daily nominations shall consist of the ADDQ amount as provided by the Company, if applicable, plus an amount to meet their non-ADDQ Customers daily requirements. The TPS shall use its best efforts to match their daily nominations to ADDQ and non-ADDQ requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending TPS. In addition, TPS must identify interstate pipeline contract(s) on which deliveries will be made to the Company's distribution system on the Company's EBB conforming with NAESB cycles. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. Company reserves the right to require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances.

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

In making Nominations the TPS shall provide the following:

1. The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company's distribution system.
2. The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point, however the Company reserves the right to specify at which pipeline receipt point a TPS will deliver gas as a percentage of the TPS total monthly deliveries.
3. The estimated term of the nomination.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

4. The name, address, and telephone number of a contact person that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.
5. Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

If Customer's TPS fails to comply with provisions 1 through 5 above, Company may not schedule the commencement of service or change a prior nomination.

Daily Nomination Penalties:

The TPS shall deliver, or cause to be delivered, to the Company at the point(s) of receipt and receive, or cause to be received, from Company at the point(s) of delivery, on a uniform daily basis, that quantity of natural gas that has been Nominated for Service.

Except for conditions of Force Majeure or per prior agreement with the Company to modify nominations, on any day that the sum of the actual daily quantity of natural gas received by Company ("Actual Receipts") varies from the sum of daily quantities Nominated for Service during such day for transportation at the points of receipt (Scheduled Volumes) by more than ten percent of the Nominated Receipts, the Company may impose a penalty equal to Unauthorized Gas Use charge times the variance in excess of ten percent of the Nominated Receipts unless in its opinion the system or Customers receiving PGA service were not harmed as a result of the imbalance. The Company reserves the right to limit this imbalance to five percent upon twenty four hours notice to the TPS representatives.

These charges are in addition to monthly cash-outs and any other imbalance charges and convey no rights to any quantities of gas to the TPS or its Customers. In the event of non-payment, these charges shall not be assessed to the TPS Customers by the Company. In addition, the Company shall not be required to continue to perform service for TPS Customers if their TPS fails to deliver adequate gas supplies per their daily nominations. The Company reserves the right to discontinue receipts from a TPS until the penalty is paid in full.

Pipeline Imbalance Charges:

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS's failure to deliver confirmed quantities of gas. In the event that Company is assessed penalties as a result of TPS's actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS's actions or omissions. The Company reserves the right to commingle and charge TPSs on a prorated basis, as determined by the Company, any pipeline charges related to transportation that are not readily identifiable to a specific TPS.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

Indemnification:

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

Allocation of Supplies:

Gas received by the Company from the TPS shall be allocated first to the GS classes being served under ADDQ in the order of increasing annual usage, then to NGV followed by the remaining GS classes in the order of increasing annual usage, then by KDS and lastly to FGS Customers.

Daily and Monthly Contract Balancing:

Third Party Suppliers will be billed for all their Customers' balancing charges as follows:

1. Daily Imbalance Charge

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers of the TPS are served.

The Company reserves the right to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty- four (24) hours advance notice that daily balancing will be imposed.

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

	<u>Imbalance *</u>	<u>Charge **</u>
Under deliveries	0% to 5%	\$0.00 per Therm
	5.1% to 10%	\$0.10 per Therm
	> 10%	\$0.50 per therm
Over deliveries	> 10%	\$0.10 per therm

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

*The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all under deliveries in excess of 5% shall be considered Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges.

**The Company may suspend over delivery charges if it determines such over deliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS Customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

2. Monthly Imbalance Cash-Out Charge:

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

<u>Imbalance Level</u>	<u>Under deliveries (1) Factor</u>	<u>Over deliveries (2) Factor</u>
0 to 5%	1.00	1.00
5.1% to 20%	1.10	0.90
> 20%	1.20	0.80

The Company reserves the right to gross up Customer's total consumption for fuel loss at a rate not to exceed 1.5%.

For under deliveries the amount due to the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the higher of the total GS-25k Sales Service rate or the monthly average spot price of gas delivered to Florida Gas Transmission at St. Helena Parish, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

THIRD PARTY SUPPLIER SERVICE – (TPS) - CONTINUED

1. For over deliveries the amount payable by the Company shall be the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor and the applicable price per therm. The price per therm shall be the Company's lowest supplier commodity rate applicable to the billing month in which the Customer over tendered gas to the Company, or the monthly average spot price for gas delivered to Florida Gas Transmission at Tivoli, as reported in Platts Gas Daily plus Florida Gas Transmission Company's transportation cost and fuel, if applicable. In the event that this price is no longer available or the basis upon which such price is reported or calculated in such publication changes substantively, Company will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to FPSC approval.

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Rate Schedule. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Gas Use and shall be subject to the Unauthorized Gas Use charges specified in the Rules and Regulations section of this tariff.

Capacity Assignment:

TPSs will be required to obtain firm interstate pipeline capacity into the Company's distribution system at points designated by the Company at a quantity equivalent to their Customers' aggregate ADDQ. TPSs that do not demonstrate sufficient interstate firm capacity will be required to accept assignment of such capacity from the Company to the extent that it's available, and consistent with the capacity assignment process outlined in the Rules and Regulations Section T (Transportation) section of the tariff.

Refer to Rules and Regulations Section T (Transportation) for the terms associated with the Capacity Assignment process for TPSs.

Treatment of Revenue:

All revenue produced under this Rate Schedule derived from any balancing charges or other revenue related to the recovery of gas costs, exclusive of applicable taxes and assessments, shall be credited to the Purchased Gas Adjustment Clause.

Standards of Conduct:

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

TRANSPORTATION SUPPLY SERVICE – (TSS)

Applicability:

Service is available to a TPS who signs a service agreement with the Company.

Character of Service:

At the Company's discretion gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased providing that Company facilities are suitable and gas supplies can be secured for this service. The Company reserves the right to interrupt this service upon two (2) hours notice at its sole discretion.

*Charges:

1. An Annual Service Charge of \$500 shall be assessed upon the initial request for this service. This charge will be reassessed for subsequent requests made after June 30 of any year.
2. A Daily Usage Charge of \$50.00 shall be assessed for each day this service is utilized
3. The Commodity rate per therm for gas used shall be computed to be the higher of a) the PGA or b) the incremental cost of purchasing or producing said gas plus \$0.0750 per therm.

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

Terms of Payment:

Bills are due upon receipt by the TPS and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

Special Conditions:

1. Gas Supply: gas purchased for sale under this Rate Schedule shall not be included as part of the gas costs that are recoverable through the PGA Charge.
1. Balancing: gas supplied under this rate schedule shall be deemed a gas delivery by the TPS for purposes of applying the Daily and Monthly Contract Balancing terms of the TPS Rate Schedule.
2. Rules and Regulations: service under this Rate Schedule shall be subject to the Rules and Regulations set forth in the tariff, except to the extent modified under this Rate Schedule and / or in a service agreement.

OPERATIONAL BALANCING ACCOUNT

Authorization for Recovery or Refund:

It is the intent of this Tariff that the Company shall be authorized to recover or refund any and all charges and credits, related to the provision of Transportation Service, as have historically been recovered from or allocated pursuant to the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.

Charges or Credits:

The OBA provides the mechanism by which the Company accumulates and allocates the following charges or credits, which include but are not limited to:

1. Charges or credits associated with balancing, the measured Gas quantities at the Company's Delivery Points with Transportation Service Providers scheduled quantities of Gas on Transportation Service Providers' system(s).
2. Charges or credits associated with the balancing between Third Party Supplier, Shipper's Designees, and Customers on the Company's distribution systems, less Retainage for unaccounted for gas, to actual daily deliveries of Gas by Company to Customers.
3. Charges or credits associated with operational controls and pipeline balancing. Such charges or credits associated with the Operational Controls shall be recorded in a separate sub-account of the Operational Balancing Account ("OBA").
4. Charges or credits associated with any unreleased Transportation Service Provider capacity that has not otherwise been assigned or allocated.
5. Charges or credits resulting from the over and under collection of Company's interstate pipeline capacity costs calculated monthly using Company's projected weighted average pipeline capacity expenses and released on an annualized basis and as described herein.
 - a. Company shall calculate the Weighted Average Capacity Cost ("WACC") annually (on a calendar year basis) as follows:

The Company's Weighted Average Cost of Capacity ("WACC") shall equal the projected annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Company's Rate Schedules FGS and Rider CTS, Customers served by the Company pursuant to a Special Contract, Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long-term capacity release i.e., a period longer than one year.

OPERATIONAL BALANCING ACCOUNT – CONTINUED

Company shall include a load factor adjustment to Company’s WACC based on Company’s Residential and Non-residential Customer(s) daily demand and load factor(s) and on-going Company interstate pipeline capacity acquisition, turn-back, or long-term releases.

Company may re-project Company’s WACC throughout the calendar year and if the re-projected expenses for the remaining period exceed projected recovery for the twelve (12) month period, the Company may re-project the WACC and recall and rerelease capacity to the applicable Third Party Supplier at the recalculated WACC.

Any over-recovery or under-recovery of Company’s interstate capacity costs included in the WACC by the Company shall be “trued-up”. The “trued up” WACC amount shall be applied prospectively to the succeeding calendar year’s projected WACC.

Company shall maintain a separate sub-account in this OBA to track interstate pipeline capacity expenses included in Company’s OBA.

6. Charges and credits associated with providing Temporary Back-Up Service in the event of the non-performance of Customer, Shipper’s Designee, or Third Party Supplier.
7. Other charges or credits related to the provision of Transportation Service that have historically been recovered or allocated through the Commission’s ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.
8. This mechanism should not be considered to preclude the Company from recovering other penalties and charges from its Customers as otherwise defined in this Tariff.

Disposition of OBA Balance:

A Customer or Third Party Supplier may request that its OBA balance be billed and paid on a regular monthly basis or at the end of each calendar quarter, which may be granted at the Company’s discretion. Where the OBA is not billed regularly on a monthly or quarterly basis, the Company shall, within 30 days after calendar quarter end, dispose of any OBA balance with Customers and Third Party Suppliers if such balance is at least \$100,000 (debit or credit balance). If the OBA balance at calendar quarter end is below \$100,000 (debit or credit balance), then the Company shall not dispose of the OBA balance until such time that the OBA balance is at least \$100,000 (debit or credit balance) at any subsequent calendar quarter. The Company shall, within 45 days after calendar year end, dispose of the OBA balance, regardless of balance amount, with Customers and Third Party Suppliers. Each Customer’s or Third Party Supplier’s refund or charge shall be based upon the proportion of scheduled Gas of each Customer or Third Party Supplier to the total amount of scheduled Gas by all Customers and Third Party Suppliers during the corresponding OBA refund or charge period.

CUSTOMER RIDERS
AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)

Availability:

Throughout the Service Areas of the Company.

Applicability:

Customers activating Gas service prior to the completed build out date following the in-service date of the extension of facilities for which an AEP Charge has been established, in accordance with Section F.3. of this Tariff.

Monthly Rate:

The AEP monthly rate shall be calculated by dividing (1) the estimated amount of additional revenue required (inclusive of the Company's estimated allowed cost of capital) in excess of the MACC by (2) the number of Customer premises projected to be served at the end of year ten (10) following the in-service date of the extension. The result of said calculation shall be divided by the number of months in the amortization period. The AEP-Rider charge shall be stated as a fixed dollar amount per Customer premise per Month and added to the applicable Transportation Charge of the Monthly Rate for each respective Customer to which the AEP-Rider is applicable.

Existing Areas Subject to AEP Charge

Monthly AEP Charge/Customer

None

BILLING ADJUSTMENTS
COMPETITIVE RATE ADJUSTMENT

Applicable to all Customers except those taking service under Rate Schedules KDS, TSS, OSSS-1, LE-CTS, or a Special Contract rate.

The Distribution Charge for gas sold or transported after June 30, 1991, to Customers to whom this charge applies, is subject to adjustment in accordance with the following provisions, for prior shortfalls or surpluses.

For the purposes of this clause, the following definitions shall apply:

1. "Margin Revenue" means revenue derived from applying undiscounted rates from billing Customer Charges, Demand Charges and Distribution Charges to a Customer
2. "Actual revenue" means Company's actual Margin Revenue derived from service provided on the LE - CTS Rate Schedule during a determination period.
3. "Base revenue" means the Margin Revenue which Company would have derived had all gas sold on the LE – CTS Rate Schedule during a determination period, been sold under Rate Schedules GS-4, GS-5, GS-6, and GS-7.
4. "Surplus" means the amount, if any, by which Company's actual revenue exceeds its base revenue for a determination period.
5. "Margin Revenue" means
6. "Shortfall" means the amount, if any by which Company's base revenue exceeds its actual revenue for a determination period.

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 actual twelve months ending September 30th ("determination period").

A surplus refund or shortfall recovery shall be implemented during an "adjustment period" beginning January 1st by reducing or increasing the Distribution Charge per therm charge prescribed in each applicable Rate Schedule of this tariff by an adjustment factor computed as follows and multiplied by the tax factor of 1.00503 and rounded to the nearest \$0.00001 per therm.

In the event of a surplus, subtract the amount derived from dividing the Surplus Refund due to Customers by the projected therm sales for these Customers.

In the event of a shortfall, add the amount derived from dividing the Shortfall Recovery by the projected therm sales for these Customers.

COMPETITIVE RATE ADJUSTMENT - CONTINUED

Any variation between the actual surplus 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.

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

ENERGY CONSERVATION COST RECOVERY

Applicability:

Applicable to all Customers served under the Rate Schedules shown in the table below except for those Customers receiving a discount under the LE – CTS Rate Schedule.

The Distribution Charge for the applicable Rate Schedules shall be increased or decreased for the ECCR Rider to reflect the recovery of conservation related expenditures by the Company. The ECCR factor shall be multiplied by the tax factor of 1.00503 and rounded to the nearest

\$0.00001 per therm. 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 review, approval, recovery, and recording of such costs and revenues is set forth in PSC Rule 25-17.015.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2026 through December 31, 2026 are:

RS, RSG	To be determined per therm
GS-1, GTS-1, CSGS, CSGTS	To be determined per therm
GS-2, GTS-2	To be determined per therm
GS-3, GTS-3	To be determined per therm
GS-4, GTS-4	To be determined per therm
GS-5, GTS-5	To be determined per therm
GS-6, GTS-6, GS - 7, GTS-7	To be determined per therm

SAFETY, ACCESS AND FACILITY ENHANCEMENT (SAFE)

Procedure for Establishing SAFE Revenue Requirements

The SAFE Revenue Requirements and any changes thereto shall be calculated and implemented in accordance with the provisions contained in this Rider. SAFE Revenues shall be subject to refund based upon a finding and order of the Commission to the extent provided in this Rider.

The Company shall calculate its SAFE Revenue Requirements annually in the manner prescribed by this Rider and shall file the appropriate petitions with the Commission seeking to establish or change the SAFE Revenue Requirements and Surcharge. The annual filings shall include the following:

1. An annual final true-up filing showing the actual Eligible Replacement costs and actual SAFE Revenues for the most recent 12-month historical period from January 1 through December 31 that ends prior to the annual petition filing. As part of this filing, the Company shall include a summary comparison of the actual Eligible Replacement costs and SAFE Revenues to the estimated total Eligible Replacement costs and SAFE Revenues previously reported for the same period covered by the filing in paragraph(2) of this section. The filing shall also include the final over- or under- recovery of total SAFE Revenue Requirements, with interest, for the final true-up period.
2. An annual estimated/actual true-up filing showing seven months actual and five months projected Eligible Replacement costs and any SAFE Revenues collected or projected to be collected during the estimated/actual true-up period. The filing shall also include the estimated/actual over- or under-recovery of total Eligible Replacement costs, with interest, for the estimated/actual true-up period.
3. An annual projection filing showing 12 months projected SAFE Revenue Requirements for the period beginning January 1 following the annual filing hearing.
4. An annual petition setting forth proposed SAFE Revenue Requirements and Surcharges to be effective for the 12-month period beginning January 1 following the annual hearing. Such proposed SAFE Revenue Requirements and Surcharges shall take into account the data filed pursuant to paragraphs (1), (2), and (3) of this section.

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

Applicable to all Customers served under the Rate Schedules shown in the table below except for those Customers receiving a discount under the AFD Rider.

Through its SAFE Program, the Company has identified the potential replacement projects focusing initially on area of limited access/pipe overbuilds, early vintage polymer pipeline, obsolete, span, shallow, exposed pipe and risk assessment for Rear Lot Mains and Services considering:

1. The pipe material;
2. Leak incident rates;
3. Age of pipeline;
4. Pressure under which the pipeline is operating.

The Eligible Infrastructure Replacement includes the following:

Company investment in mains and service lines, as replacements for existing Rear Lot Facilities, early vintage polymer pipelines obsolete, span, shallow, exposed pipe and regulatory station and other distribution system components, the installation of which is required as a consequence of the replacement of the aforesaid facilities that:

1. do not increase revenues by directly connecting new Customers to the plant asset;
2. are in service and used and useful in providing utility service; and
3. that were not included in the Company's rate base for purposes of determining the Company's base rates in its most recent general base rate proceeding.

The Company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the following:
 - a. Equity balance from the most recent year-end surveillance report and the ROE and equity ratio cap from the most recent rate case;
 - b. Debt and customer deposit components from the Company's most recent year-end surveillance report; and
 - c. Accumulated deferred income tax balance from the Company's most recent year-end surveillance report as adjusted, if applicable, consistent with the normalization rules of the Internal Revenue Code.
2. Depreciation expense (calculated using the currently approved depreciation rates);

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

3. Customer and general public notification expenses associated with the SAFE Program incurred for:
 - i. all Customers regarding the implementation of the SAFE Program and the approved surcharge factors;
 - ii. the immediately affected Customers where the eligible infrastructure is being replaced; and
 - iii. the general public through publications (newspapers) covering the geographic areas of the eligible infrastructure replacement activities;
4. Ad valorem taxes; and
5. Federal and state income taxes.

The Company is utilizing a surcharge mechanism in order to recover the costs associated with the SAFE Program. The Company has developed the revenue requirement for the SAFE Program using the same methodology approved in its most recent rate case. The SAFE revenue requirement will be allocated to each Customer class (Rate Schedule) using allocation factors established by the Florida Public Service Commission for the SAFE Program. The per Customer SAFE surcharge is calculated by dividing the revenue requirement allocated to each Customer class by the number of Customers in the class.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2026 through December 31, 2026 are:

<u>Rate Class</u>	<u>Rates</u>
Rate Schedule RS, RSG	To be determined
Rate Schedule GS-1, CSG, GTS-1, CGTS	To be determined
Rate Schedule GS-2, GTS-2	To be determined
Rate Schedule GS-3, GTS-3	To be determined
Rate Schedule GS-4, GTS-4	To be determined
Rate Schedule GS-5, GTS-5	To be determined
Rate Schedule GS-6, GTS-6	To be determined
Rate Schedule GS-7, GTS-7	To be determined

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

Procedure for Establishing SAFE Revenue Requirements

The SAFE Revenue Requirements and any changes thereto shall be calculated and implemented in accordance with the provisions contained in this Rider. SAFE Revenues shall be subject to refund based upon a finding and order of the Commission to the extent provided in this Rider.

The Company shall calculate its SAFE Revenue Requirements annually in the manner prescribed by this Rider and shall file the appropriate petitions with the Commission seeking to establish or change the SAFE Revenue Requirements and Surcharge. The annual filings shall include the following:

1. An annual final true-up filing showing the actual Eligible Replacement costs and actual SAFE Revenues for the most recent 12-month historical period from January 1 through December 31 that ends prior to the annual petition filing. As part of this filing, the Company shall include a summary comparison of the actual Eligible Replacement costs and SAFE Revenues to the estimated total Eligible Replacement costs and SAFE Revenues previously reported for the same period covered by the filing in paragraph (2) of this section. The filing shall also include the final over- or under- recovery of total SAFE Revenue Requirements, with interest, for the final true-up period.
2. An annual estimated/actual true-up filing showing seven months actual and five months projected Eligible Replacement costs and any SAFE Revenues collected or projected to be collected during the estimated/actual true-up period. The filing shall also include the estimated/actual over- or under-recovery of total Eligible Replacement costs, with interest, for the estimated/actual true-up period.
3. An annual projection filing showing 12 months projected SAFE Revenue Requirements for the period beginning January 1 following the annual filing hearing.
4. An annual petition setting forth proposed SAFE Revenue Requirements and Surcharges to be effective for the 12-month period beginning January 1 following the annual hearing. Such proposed SAFE Revenue Requirements and Surcharges shall take into account the data filed pursuant to paragraphs (1), (2), and (3) of this section.

The Company shall establish separate accounts or subaccounts for each Eligible Replacement for purposes of recording the costs incurred for each project. The Company shall also establish a separate account or subaccount for any revenues derived from SAFE Surcharges.

SAFETY, ACCESS AND FACILITY IMPROVEMENT (SAFE) CONTINUED

Calculation of the SAFE Revenue Requirements and SAFE Surcharges.

In determining the SAFE Revenue Requirements, the Commission shall consider only (a) the net original cost of Eligible Replacements (i.e., the original cost); (b) the applicable depreciation rates as determined and approved by the Commission based on the Company's most recent depreciation study; (c) the accumulated depreciation associated with the Eligible Replacements; (d) the current state and federal income and ad valorem taxes; and (e) the Company's weighted average cost of capital.

The SAFE Revenue Requirements shall be calculated as follows:

Line	Description	Value	Source
1	Revenue Expansion Factor	1.35270	As calculated in most recent base rate proceeding using current tax rates
2	Ad Valorem Tax Rate	%	Effective Property Tax Rate for most recent 12 Months ended December 31
3	Mains	\$	Eligible Replacement Mains
4	Services	\$	Eligible Replacement Services
5	Regulators	\$	Eligible Replacement Regulators
6	Other	\$	Eligible Replacement Other
7	Gross Plant	\$	L3+L4+L5+L6
8	Accumulated Depreciation	\$	Previous Period Balance +L13
9	Construction Work InProgress	\$	Non-interest Bearing
10	Net Book Value	\$	L7-L8+L9
11	Average Net Book Value	\$	(L10 + Balance From Previous Period)/2
12	Return on Average Net Book Value	\$	L 11 X Company's calculated weighted average cost of capital
13	Depreciation Expense	\$	Lines 3,4,5 & 6 X applicable approved Depreciation Rates
14	Property Tax	\$	(L7-L8) XL 2
15	Customer and general public notification and other applicable expense	\$	O&M expense incurred as a result of eligible plant replacement
16	SAFE Revenue Requirement	\$	(L12+L13+L14+L15) XL 1

TAXES AND OTHER ADJUSTMENTS

There will be added to all bills rendered, all applicable local, state and federal fees and taxes, including but not limited to, municipal utility taxes, franchise fees, state gross receipts tax, and state sales taxes presently assessed by governmental authorities, as well as any future changes or new fees, taxes or assessments by any governmental authorities subsequent to the effective date of this Tariff. All such fees, taxes and assessments as described above shall be shown on Customer or Third Party Supplier bills.

PURCHASED GAS COST RECOVERY FACTOR

Applicable to all Customers taking Sales Service from the Company under all GS, GL, RSG, CSG and NGV Rate Schedules. The PGA Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and assessments in connection with the purchase and sale of gas.

The rate per therm for gas supplied in any billing period shall be adjusted by the Company's expected weighted average cost of gas (WACOG), and other adjustments as specified and approved by the Florida Public Service Commission. The WACOG may not exceed the Commission approved purchased gas cost recovery factor based on estimated gas purchases for the twelve-month period ending December 31st, in accordance with the methodology adopted by the Commission. The factor determined as set forth above shall be multiplied by 1.00503 for regulatory fees, and rounded to the nearest \$0.00001 per therm, to be applied to the total number of therms consumed by the Customer during the billing period.

1. The PGA cap recovery factor approved by the Commission for the billing months of January 2026 through December 2026 is \$1.2769 per therm.
2. If re-projected gas cost expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-month period, a midcourse 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, shall have the option of flexing downward (reducing the WACOG) or upward (increasing the WACOG) to the extent that the 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.
3. Any over recovery or under recovery of purchased gas costs by the Company as a result of adjustments made pursuant to the above shall be "trued-up" (refunded to Customer or collected by Company) with interest, during succeeding billing periods as an adjustment to the WACOG, in accordance with the methodology adopted by the Commission, or as such methodology may be amended from time to time by further order of the Commission.

**NATURAL GAS FACILITIES RELOCATION COST RECOVERY CLAUSE
(NGFRCRC)**

Applicability:

Applicable to all Customers served under the Rate Schedules shown in the table below:

The Non-Fuel Energy Charge or Transportation for the applicable Rate Schedules shall be increased or decreased for the NGFRCRC Rider Charge to reflect recovery of facility relocation related expenditures by the Company. The NGFRCRC factors include a tax factor of 1.00503 and rounded to the nearest \$0.00001 per Therm. The charges were calculated in accordance with Florida Statute 366.99(1) and Commission Rule 25-7.150.

The cost recovery factors including tax multiplier for the twelve-month period from January 1, 2026 through December 31, 2026 are:

<u>Rate Schedule</u>	<u>Rates per Therm</u>
RS, RSG	To be determined
GS-1, GTS-1, COM-SG, COM-SGT	To be determined
GS-2, GTS-2	To be determined
GS-3, GTS-3	To be determined
G4-4, GTS-4	To be determined
GS-5, GTS-5	To be determined
GS-6, GTS-6	To be determined
GS-7, GTS-7	To be determined

SWING SERVICE RIDER

Applicability:

The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

The Swing Service factors for the period from the first billing cycle for each Company Operating Unit for the period of January 2027 through the last billing cycle for December 2027 are as follows:

<u>Rate Schedule</u>	<u>Rates per Therm</u>
GTS-1	To be determined
GTS-2	To be determined
GTS-3	To be determined
GTS-4	To be determined
GTS-5	To be determined
GTS-6	To be determined
GTS-7	To be determined

Definitions

This surcharge allocates a fair portion of Upstream Capacity Costs and expenses associated with the provision of Swing Service to transportation Customers in accordance with FPSC approval.

SHIPPER OF LAST RESORT

Applicability:

All Customers in an ADDQ Customer Pool, only when the Company, upon default of a Third Party Supplier, is providing the Shipper of Last Resort Service.

The Monthly Rate shall contain an additional component (the “SOLR Fuel Charge”) for Gas supplied in any billing period. The SOLR Fuel Charge shall be Company’s weighted average cost of Gas (WACOG). The WACOG shall be derived from such charges (Gas supply costs, interstate pipeline capacity charges, monthly imbalance charges, Operational Order charges, SAS and SABS Charges, etc.) that comprise the total cost of Gas to the Company. The WACOG shall be determined 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 grossed up by 1.00503 for regulatory fees and rounded to the nearest \$0.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during each billing period.

During the time the Company is providing SOLR Service, all over- or under-recovery of the cost of Gas supplied by the Company shall be “trued up”, with interest, during succeeding billing periods as an adjustment to the WACOG. Upon selection and activation of a new Third Party Supplier(s), Company shall, on a pro-rata basis, credit or bill the new Third Party(s) the remaining over- or under-recovery of the cost of Gas supplied.

RESERVED FOR FUTURE USE

INDEX OF STANDARD FORMS

A. EXTENSION OF FACILITIES AGREEMENT	8.100
B. PROPERTY OWNERS CONSENT FORM	8.105
C. BILL	8.106
C. BILL (BACK)	8.107
D. DISCONNECTION NOTICE	8.108
E. FINAL BILL REMINDER	8.109
F. FINAL BILL REMINDER – FINAL NOTICE	8.110
G. WARNING TAG	8.111
H. SORRY WE MISSED YOU TAG	8.112
I. CTS AFFIDAVIT FORM	8.113
J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT	8.115
K. MINIMUM VOLUME COMMITMENT AGREEMENT	8.123
L. RENEWABLE NATURAL GAS SERVICE (RNGS) FORM	8.127

STANDARD FORMS

A. EXTENSION OF FACILITIES AGREEMENT



FLORIDA CITY GAS
GAS EXTENSION CONTRACT

AFE# _____ BCA# 41506

DATE: _____ LOCATION: _____

STATE OF FLORIDA COUNTY OF: _____ MAILING ADDRESS: _____

THIS GAS EXTENSION CONTRACT (this "AGREEMENT"), entered into by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, hereinafter called "Company," and _____ hereinafter called "Applicant" witnesseth:

WHEREAS, Applicant owns, or occupies as lessee, certain property located in Land Lot No. of the District of _____ County, Florida, in the City or Town of _____; and has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to the provisions contained in Rule 14 of its Tariff duly filed with the Florida Public Service Commission, as amended from time to time, hereinafter referred to as the "Tariff" and attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors, and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 14 of Company's Tariff attached hereto and made a part hereof. The Company will install gas facilities, substantially as configured in Attachment A, including (_____) gas meter(s) to serve the total equipment load indicated in Schedule A at a delivery pressure of _____ PSIG. Any changes to these facilities or their configuration requested by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates and other costs.

(2) Applicant shall provide and maintain, without charge to Company, a suitable space for the metering and associated equipment. Such space shall be as near as practicable to the point of entrance to the service pipe, and readily accessible to authorized employees or agents of the Company. The standard meter location will be determined by the Company. Any deviations from the location must be approved by the Company and paid for by the Applicant at the Company's current cost. In apartment houses, office buildings, townhouses or condominiums with multiple service, all meters shall, whenever possible, be grouped together. Adequate passageway, maintained free of obstacles and unsafe and hazardous conditions, shall be provided by Applicant at all times.

(3) The Company in its sole discretion may install, at its expense, an automatic meter reading ("AMR") device to monitor Applicant's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure or an AMR device is required by the rate schedule under which the Applicant will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the Applicant's expense. When such devices require attachment to telephone and/or electric utilities, the Applicant shall provide and pay for suitable connections unless the Company elects to make such connections. When an AMR device is requested by the Applicant, the AMR device and any necessary appurtenances shall be installed at the Applicant's expense if the installation is deemed feasible by the Company. Where feasible, the Company will make data from the AMR device or other equipment available to the Applicant upon the signing of a separate Service Agreement.

(4) Applicant will activate their billing account, install their natural gas appliances and equipment, and commence using natural gas in a bona fide manner within forty five (45) days after the date the extension is completed (the "Completion Date") or by [insert date] _____ jointly agreed to by the Company and Applicant, and for the duration used to calculate the Maximum Allowable Construction Cost ("MACC"), as defined in Rule 14 of the Company's Tariff, and continue to so use, those appliances and equipment indicated in Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and MACC for gas facilities installed free to the Applicant and the advance in Aid to Construction ("ATC"), if any, to be paid by the Applicant to Company. Company has calculated the Applicant's ATC in Schedule A on the assumption that Applicant will take service under the rate schedule identified in Schedule A for the six (6) year duration used to calculate the MACC. If Applicant takes service under a different rate schedule at any time during such period, then Company may recalculate the Applicant's ATC and require Applicant to pay any additional contribution prior to taking service under such different rate schedule.

(5) The Company in its sole discretion shall utilize its Area Extension Program ("AEP"), as defined in Rule F.3 of the Company's Tariff, in lieu of the ATC required as indicated in Schedule A, line D, hereof.

(6) AEP shall be collected on a per metered them basis and will be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. The AEP program includes a maximum collection period of up to ten (10) years but if collections are sufficient before the expiration to include the provision for the accumulated cost of capital, the AEP for that area shall terminate

immediately. Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

(7) Pursuant to Rule F.2 of the Company's Tariff, Applicant agrees to take delivery of, or pay for if not taken, the minimum annual volume of gas set forth in Schedule B. In no instance will the minimum volume commitment be set at a level that exceeds the volume amount used to calculate the MACC for the Applicant, nor will the volume commitment term exceed six (6) years. If, at the end of any Contract year, the volume of gas taken by Applicant during such year is less than the minimum annual volume for such year (the "Shortfall Quantity"), then the Company shall invoice for, and Applicant shall pay for, the Shortfall Quantity at the rates in the applicable rate schedule in the Company's Tariff, including the applicable per-therm AEP Surcharge, if any. Such shortfall payment shall be in addition to, and shall not reduce or offset, and ATC or AEP payments owed hereunder.

(8) Applicant shall be required to provide a deposit in the amount of two (2) months projected charges, calculated by adding the twelve (12) months of projected charges divided by 12 and multiplying the result by 2. Once the customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning the overcharge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the Applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills. The Company may charge, upon written notice of not less than 30 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills. All deposits and refund of deposits to the customer shall be in accordance with Rule C of the Company's Tariff, as may be amended from time to time.

(9) If there is no gas consumption after 45 days from the Completion Date, or the period agreed upon by the Company and Applicant as identified in paragraph 4, Company may disconnect the service from the main and Applicant shall reimburse Company the Estimated Cost to Serve as Schedule A.

(10) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(11) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to (except any refunds required by Rules F.2 or F.3 of the Company's Tariff), the Applicant, to: (a) extend the gas main or connect additional gas mains to any part of it; and (b) serve new additional regular customers at any time through service connections attached to such main to extended or connected gas mains.

(12) This Agreement is subject to all tariffs, rules and regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Florida Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Tariff, as they now exist, shall not be construed as exclusive, and all of her portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if:

- a) Either party fails to execute this Agreement within 45 days of the day and year above; or
- b) Applicant fails to provide the Company with a written Notice to Proceed, as described in Paragraph 13 below, or such Notice to Proceed as provided by Applicant is for a date that is more than 45 days from the date of Applicant's execution of this Agreement.

(13) Applicant agrees to provide the Company with notice in writing of the date upon which Applicant desires the Company to proceed with the extension covered by this Agreement ("Notice to Proceed"). In no event shall the Notice to Proceed be for a date that is more than 45 days from the date of the Applicant's execution of this Agreement. Applicant agrees that the Company will proceed with the extension hereunder in accordance with a schedule of work determined by the Company in its sole discretion and that the Company has no obligation whatsoever to begin such work on any date provided by the Applicant, including the date in any Notice to Proceed.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 2)

(14) Within 45 days after the date first set forth above, Applicant shall make or procure satisfactory conveyance to the Company of all easements and rights of way required by the Tariff and any other property rights that Company reasonably deems necessary or appropriate for the purpose of owning, constructing, operating, maintaining, repairing, and replacing the gas facilities to be installed pursuant to this Agreement (together, the "Property Rights"). If Applicant is not the owner of the property identified above in this Agreement or any other property subject to the Property Rights, then Applicant shall, at its sole cost and expense, obtain from the respective property owner(s) all necessary Property Rights in the name of and for the benefit of Company. Company shall not be required to commence installation of any facilities until it has received all necessary Property Rights in a form acceptable to Company.

(15) Each party hereby represents to the other party that: (i) it has the full capacity and authority to enter into this Agreement; (ii) this agreement is executed by its duly authorized representative; (iii) this Agreement constitutes valid, binding, and enforceable obligations in accordance with its terms.

(16) This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles.

(17) This Agreement, together with any attachments hereto and the Tariff, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior or contemporaneous agreements or understandings with respect thereto. No modification, amendment, extension, or waiver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

(18) Unless otherwise specified in writing by Company, Applicant will not use the name, logo, trade name, or other mark of Company or any affiliate of Company in any press release, marketing or promotional materials, presentations, or in any medium whatsoever.

(19) This Agreement has been entered into for the sole benefit of the parties who are signatories hereto. It is not intended to benefit, or create any rights whatsoever in favor of, any persons other than the parties hereto.

(20) This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 4)

Reference for Rule C Deposits and Security Florida City Gas Tariff

2. DEPOSITS TO GUARANTEE PAYMENT OF BILLS

For an existing account or premise, the Company requires an initial deposit of two (2) times the actual average monthly bill calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 months of actual chargers, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2. For a new service or premise request, the total deposit may not exceed two (2) months of projected charges, calculated by adding the 12 months of projected chargers, dividing this total by 12 and multiplying the result by 2. Once the new Customer has had continuous service for a 12-month period, the amount of deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge. Credit in lieu of a cash deposit may be deemed satisfactorily established if the applicant for service furnishes a satisfactory guarantor, an irrevocable letter of credit from a bank, or a satisfactory surety bond to secure payment of bills. **Interest will be paid by the Company on Customer deposits at the rate of 2 percent per annum.**

The Company will pay interest on **Non-Residential Customer deposits at the rate of 3 percent per annum** in cases where the Customer has established a satisfactory payment record and has had continuous service for a period of 23 months as consistent with PSC Rule 25- 7.083(6). The Company has the option of refunding deposits after 23 months. The amount of such interest due any Customer shall be credited to the Customer's bill at least annually or upon termination of service, provided the account has been active for at least six months and the deposit has been held for at least that period. The Company may charge, upon written notice of not less than 20 days, such notice being separate and apart from any bill for service, a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current bills. When service is terminated, any balance of the amount deposited and interest accrued will be returned to the Customer, or the deposit may be returned at any time previous thereto at the option of the Company.

Residential deposits will be returned after the customer has had continuous service for a period of 23 months and has not in the preceding 12 months made more than on late payment of a bill, paid with a check refused by the bank, been disconnected for non-payment, tampered with the gas meter, or used service in a fraudulent or unauthorized manner. In each case where a refund is made the amount of the deposit and interest will be applied against any amount owed by the Customer and the balance refunded. At the option of the Customer, the deposit will be refunded in full after payment of the final bill.

A. EXTENSION OF FACILITIES AGREEMENT (PAGE 5)

F. EXTENSION OF FACILITIES

A. Free Extensions of Mains and Services:

The maximum capital investment required to be made by the Company for main and service facilities without cost to the Customer shall be defined as the Maximum Allowable Construction Cost ("MACC"). The MACC shall equal six times the annual Margin Revenues estimated to be derived from the facilities. However, Customers initially served under the Residential Standby Generator Service ("RSG") and Commercial Standby Generator Service ("CSG") Rate Schedules shall not be eligible for extension allowances, even if additional load is added at a later date, but such Customers may be eligible to receive refunds of amounts paid to the Company for extensions under B.(2) below.

B. Extensions of Mains and Services Above Free Limit:

When the cost of the extension required to provide services is greater than the free limit specified above, the Company may require a non-interest bearing advance in Aid to Construction ("ATC") equal to the cost in excess of such free limit provided that: (1) At the end of the first year following construction, the Company shall refund to the person paying the ATC of the assigns an amount equal to the excess, if any, of the MACC as recalculated using actual gas revenues, less the actual cost of gas, over the estimated MACC used to determine the amount of the ATC. (2) For each additional Customer taking service at any point on the extension within a period of five (5) years from the date of construction, the Company shall refund to the person paying the ATC or their assigns an amount by which the MACC for the new Customer exceeds the cost of connecting the Customer, provided that an additional main extension shall have not been necessary to serve the additional Customer. (3) The aggregate refund to any Customer made through the provisions of (a) and (b) above shall at no time exceed the original ATC of such Customer. (4) The extension shall at all times be the property of the Company and any unrefunded portion of the ATC at the end of five (5) years shall be credited to the plant account of the Company. (5) The Company may require a commitment by a Customer to take or pay for a minimum volume of gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level of exceeds the volume amount used to calculate the MACC for the Customer, nor will the volume commitment term exceed six (6) years.

C. Area Extension Program Charge:

Notwithstanding the provisions of Sections A and B when facilities are to be extended to serve single or multiple delivery points in a discrete geographic area, the Company may require an Area Extension Program Charge ("AEP"). The Company, in its sole discretion, may require this charge when: (1) the cost of the project facilities required to provide service through the are is greater than the aggregate MACC for the Customers to be served; and (2) the Company reasonably forecasts Margin Revenues plus the AEP during the period ending ten years from when the mains required to serve the project facilities are placed in service (the Amortization Period), that are sufficient to recover the cost of the project facilities. The AEP, which shall be stated on a per therm basis, shall apply with respect to all gas sold or transported to Company Customers located within the applicable discrete geographic area during the Amortization Period. The AEP will be calculated by dividing (1) the amount of additional revenue required in excess of the Company's applicable tariff rates by (2) the volume of gas reasonably forecast to be sold or transported to Customer within the applicable discrete geographic area during the Amortization Period. The additional revenue required is that amount determined to be necessary to recover the excess cost of the facilities, including the Company's allowed cost of capital. AEP collected shall be used specifically to amortize the cost of the project facilities within the applicable discrete geographic area that are in excess of the MACC. If the AEP collected is sufficient before the expiration of the Amortization Period to fully amortize the excess costs, including provision for the accumulated cost of capital, the AEP for that area shall terminate immediately, and the Company shall promptly credit the affected Customers for amounts over collected, if any. Upon the earlier of (1) the third anniversary of the date when the project facilities are placed in service and (2) the date on which 80% of the originally forecast annual load is connected, the Company will reassess the amount of additional revenue required to recover the unamortized excess cost of the facilities and the calculation of the AEP. Further reassessments shall be performed by the Company following the fifth, seventh and ninth anniversary of the date when the project facilities where originally placed in service. The resulting adjustment of the AEP (whether upward or downward) will be applied over the remainder of the Amortization Period.

B. PROPERTY OWNERS CONSENT FORM



Local Business Point of Contact Information

Name:

Primary Phone:

PROPERTY OWNER'S CONSENT FORM

Owner / Tenant as the owner(s) of the property located at
Street Address City or Town State & Zip Code

County hereby grant Florida City Gas Company
the right to install at the above property address the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida City Gas shall upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction.

Property owner acknowledges that Florida State law requires that prior to the installation of underground facilities, Florida City Gas or its contractor must contact 'Sunshine State One Call of Florida' to have all public utilities marked. Property owner and Florida City Gas shall agree prior to construction of gas facilities as to the condition of the property used to facilitate the installation.

It shall be the sole responsibility of the Property Owner to have all privately-owned utilities marked out or identified prior to the contractor performing the installation. Property Owner shall hold Florida City Gas and its contractors harmless with regard to any facilities not properly located or identified prior to construction. Further, this document shall signify that it is agreed upon by both parties that the installed gas service facilities shall remain forever the property and responsibility of Florida City Gas, its successors or assignees.

Consent Granted by:

Name and Title of Property Owner (Signed)

Print or Type

Date

Attested by:

Name and Title (Signed)

Print or Type

Date

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

C. BILL (BACK)

PAYMENT OPTIONS

Go Paperless! No matter how you pay, remember that you can always receive a secure email notification when your monthly bill is ready for viewing and paying. Visit floridacitygas.com to sign up today.

MAIL

An envelope is included with your bill for your convenience. To help us credit your account quickly and accurately, please return the remittance coupon along with a check or money order. Be sure to include your account number for quick processing. Make your check or money order payable to Florida City Gas and send to: P.O. Box 750059, Atlanta, GA 30374.

Note: Mailed check payments authorize us to make a one-time electronic debit or debit re-presentation from your bank in the amount designated. Visit floridacitygas.com or call 800.993.7546 for more information.

PHONE

Pay your bill by calling 800.993.7546 and follow the prompts. Note that our third-party payment vendor charges a convenience fee.

ONLINE

Visit floridacitygas.com and use your online savings, checking or credit card to pay. Note that our third-party payment vendor charges a convenience fee.

BUDGET BILLING

Our Budget Billing Program lets you pay your bill automatically through a direct debit from your bank or credit card account. It's fast and secure - and free to enroll and use.

IN PERSON

For a list of walk-in payment locations, visit floridacitygas.com or call Customer Care at 800.993.7546.

ABOUT ESTIMATED BILLS

We make every attempt to read every meter on a scheduled basis. However, on those occasions when we are unable to obtain a reading, your account will be billed on an ESTIMATED CONSUMPTION. Estimated bills are based on past usage, or the usage of similar customers if you are a new customer. When an actual reading is obtained, we will adjust your account for any discrepancies between the actual and estimated consumption.



DEFINITION OF TERMS

Access: In accordance with the regulations of the Florida Public Service Commission, Florida City Gas representatives shall be given access to the customer's premise at all reasonable times for the purpose of obtaining meter readings, inspection of piping and appliances and at all times for emergency purposes.

Customer Charge: A monthly charge that covers the basic fixed costs providing you with natural gas service.

Cost of Gas: The actual cost of the gas consumed. This is a direct pass-through; we earn no profit from this charge.

Energy Charge: This charge covers most operating costs, other than the cost of gas, associated with providing service.

Utility Tax: Fees paid to the applicable city/county government on the customer's purchase of gas. This tax is collected by us on behalf of the local government imposing the tax.

Franchise Tax: Fees paid to the applicable city/county government for the right or privilege to utilize public property for the purpose of supplying gas service. This tax is collected by us on behalf of the local government imposing the tax.

Therm: A unit of heat measurement equal to 100,000 BTU. We calculate your bill based on how many therms of gas were used.

BTU Factor: The factor used to convert CCF into therms.

CCF: One hundred cubic feet. This is the measurement used to determine usage.

S.A.F.E. Program Charge: This charge is for a PSC-approved program that improves safety and reliability by retiring existing rear easement steel residential utilities and replacing these with new advanced plastic utilities relocated to the front public right of way.

SERVICES AVAILABLE

For appliance installation and repair referrals: 888.248.9427.

Budget Payment Plan: Allows you to spread your natural gas cost over 12 equal monthly payments.

Third-Party Notice: Allows you to designate a third-party to be notified if your gas service is scheduled to be shut off for non-payment.

Payment Arrangements: We will work with any customer experiencing a financial or personal hardship to help you continue receiving gas service.

FEES AND CHARGES

Service Charges for Orders Initiated by the Customer: Additional charges apply for service outside regular business hours. For a detailed list of charges, see the Florida City Gas tariff on the Company's website: floridacitygas.com/rates-and-tariff.html

Connect Charge: There is an \$95 fee to initiate, connect or turn on your residential natural gas service, \$150 for commercial customers.

Reconnect Charge: There is a \$90 fee to restore your residential gas service, \$120 for commercial customers, following a disconnection for non-payment.

Temporary Disconnect Charge: There is a \$55 fee to temporarily disconnect residential or commercial service at a customer's request.

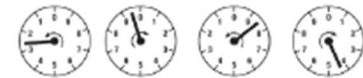
Failed Trip Charge: There is a charge of \$55 when a residential or non-residential customer fails to keep a scheduled appointment with us.

Returned Check Fee: For any check returned to us for insufficient funds, there is a fee in accordance with Section 68.065, Florida Statutes.

Late Payment Charge: There is a late payment fee of the greater of \$5 or 1.5% that will be applied to any balances unpaid after 20 days after receipt of billing.

HOW TO READ YOUR METER

To read your own meter, read the dials from the highest to the lowest quantity, generally from left to right. If the arrow falls between the numbers, record the lesser number (the number nine is less than zero). In the example below, the reading is "2984."



IMPORTANT PHONE NUMBERS

Report a Gas Leak (24 hours)
 888.352.5325
 Customer Care
 For billing questions (Monday-Friday: 7 - 6:30 pm)
 800.993.7546
 Call Before You Dig
 811
 For customer service concerns, you may also write to: P.O. Box 658, Dover, DE 19903

D. DISCONNECTION NOTICE



P.O. Box 658
Dover, DE 19903-0658

01/27/2026



FC20126A SNGLP 604
7000000002 00.0001.0002 2/1



Account Information (Información de la cuenta)	
For Service At: (Para servicio en)	[REDACTED]
Amount Due: (Saldo vencido)	\$326.71
Statement Date: (Fecha de vencimiento)	01/27/2026
Account Number: (Número de cuenta)	[REDACTED]
Disconnection Date: (Fecha de desconexión)	02/08/2026

DISCONNECTION NOTICE

Our records indicate that your payment is past due and your service will be disconnected unless payment is received in full prior to the disconnect date. If your payment has already been made, please disregard this notice. If your service is disconnected, your account will be assessed all applicable reconnection fees and an additional deposit may be required. Reconnection of service may require access to both your meter and appliances. Be advised that your service(s) will not be reconnected until your account is paid in full or an approved payment arrangement is established. If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.

****Any prior disconnection notice with an outstanding balance overrides this new notice.****

AVISO DE DESCONEXIÓN

Nuestros archivos indican que su pago está atrasado y su servicio será desconectado a menos que su pago se reciba en su totalidad antes de la fecha de desconexión. Si ya ha efectuado el pago, por favor desatiende este aviso. Si se le desconecta el servicio, se le cobrarán a su cuenta todos los cargos de reconexión aplicables y es posible que se le exija un depósito adicional. La reconexión de los servicios puede requerir el acceso tanto a su contador como a sus electrodomésticos. Tenga en cuenta que sus servicios no serán reconectados hasta que su cuenta sea pagada en su totalidad o se establezca un acuerdo de pago aprobado. Si tiene alguna pregunta, por favor contacte nuestro Departamento de Atención al Cliente, de lunes a viernes, de 7:00 a.m. to 7:00 p.m. EST al 800-993-7546.

****Cualquier aviso de desconexión anterior con un saldo pendiente anula este nuevo aviso.****

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

E. FINAL BILL REMINDER

[1/1]



P.O. Box 658
Dover, DE 19903-0658

01/27/2026



FC20126A SNGLP 604
7000000001 00.0001.0001 1/1



ACCOUNT INFORMATION

For Service At: [REDACTED]
Amount Due: \$150.01
Statement Date: 01/27/2026
Account Number: [REDACTED]

Final Bill Reminder

This is a reminder that your account balance is past due, and our records indicate that we have not yet received payment for your final bill.

Your prompt remittance is greatly appreciated. If your payment has already been made, please disregard this notice. If you are unable to make full payment at this time, please contact us to make a payment arrangement.

Be advised that your service(s) will not be reconnected until your account is paid in full.

If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.



F. FINAL BILL REMINDER – FINAL NOTICE





P.O. Box 658
Dover, DE 19903-0658

01/27/2026

FC20126A SNGLP 604
7000000004 00.0001.0004 4/1



ACCOUNT INFORMATION	
For Service At:	
Amount Due:	\$879.76
Statement Date:	01/27/2026
Account Number:	

Final Bill Reminder - FINAL NOTICE

As of the date of this letter, we have not received payment in full for your account nor do you have an approved payment arrangement established. This is your final notice concerning your past due bill.

We regret to inform you that unless we receive payment, in full, immediately, your account will be sent to our collection agency to collect the entire balance due, which may include third party collection and/or legal costs. Please contact us immediately to make a payment arrangement and avoid these actions.

If you have any questions, please contact our Customer Service Department, Monday through Friday, 7:00 a.m. to 7:00 p.m. at 800-993-7546.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

G. WARNING TAG

<div style="display: flex; justify-content: space-between;"> WARNING ADVERTENCIA </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="font-size: 0.8em;">This meter or appliance must not be turned on until the conditions indicated below have been corrected.</p> </div> <div style="width: 45%;"> <p style="font-size: 0.8em;">Este medidor o aparato no debe encenderse hasta que se hayan corregido las condiciones indicadas a continuación.</p> </div> </div>	
Customer Name / Nombre del cliente:	Date / Fecha:
Premise Address / Dirección del establecimiento:	Order / Orden #:
Phone / Teléfono #:	Meter / Medidor #:
Gas Appliance / Equipment Details / Detalles del aparato / equipo de gas	
The following gas appliance / equipment has been turned / left off due to the below reason(s) / El siguiente aparato / equipo de gas ha sido apagado o ha quedado apagado debido a los siguientes motivos:	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Water Heater / Calentador de agua</div> <div style="width: 50%;"><input type="checkbox"/> Range / Estufa</div> <div style="width: 50%;"><input type="checkbox"/> Furnace / Calentación</div> <div style="width: 50%;"><input type="checkbox"/> Space Heater / Calentador ambiental</div> <div style="width: 50%;"><input type="checkbox"/> Boiler / Caldera</div> <div style="width: 50%;"><input type="checkbox"/> Customer Fuel Line / Línea de combustible del cliente</div> <div style="width: 50%;"><input type="checkbox"/> Other / Otro:</div> <div style="width: 50%;"><input type="checkbox"/> Dryer / Secadora</div> <div style="width: 50%;"><input type="checkbox"/> Piping / Tubería</div> </div>	
Appliance Location / Ubicación del aparato	
<input type="checkbox"/> First Floor / Primer piso <input type="checkbox"/> Second Floor / Segundo piso <input type="checkbox"/> Attic / Ático <input type="checkbox"/> Basement / Sótano <input type="checkbox"/> Utility Room / Cuarto de servicio <input type="checkbox"/> Garage / Garaje <input type="checkbox"/> Other / Otro	
Manufacturer of Appliance / Fabricante del aparato:	
Model # / N.º de modelo:	Serial # / N.º de serie:
Reason gas equipment was turned / left off / Motivo por el cual se apagó o dejó apagado el gas	
<input type="checkbox"/> Leak on Customer Fuel Line / Fuga en la línea del cliente <input type="checkbox"/> Leak at Appliance / Fuga en el aparato <input type="checkbox"/> Improper Appliance Installation / Instalación inadecuada del aparato <input type="checkbox"/> Appliance Not Working Properly / El aparato no funciona correctamente <input type="checkbox"/> Improper Appliance Venting / Ventilación inadecuada del aparato <input type="checkbox"/> Improper Appliance Air Supply / El aparato no recibe el suministro de aire adecuado <input type="checkbox"/> Unable to Test Appliance / No se puede probar el aparato <input type="checkbox"/> Other – See Explanation / Otro (Consulta la explicación)	
Explanation / Explicación:	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Card left at / Se dejó la tarjeta en:</p> <input type="checkbox"/> Appliance / Equip / Aparato / Equipo <input type="checkbox"/> Owner or Tenant / Propietario o Inquilino </div> <div style="width: 45%;"> <p>Meter / Medidor <input type="checkbox"/> On / En <input type="checkbox"/> Off / De</p> <p>Tape Applied / Se usó cinta <input type="checkbox"/> Yes / Sí <input type="checkbox"/> No </p> </div> </div>	
Acknowledgement / Reconocimiento	
By signing this card, you acknowledge that you have been notified of the unsafe condition(s) of your appliance(s) and/or customer piping. The obligation to correct the above-noted condition(s) is yours and you are urged to take steps to immediately correct the condition(s) so as to ensure safe use of your appliance(s) and/or customer piping.	
DO NOT CONNECT OR USE THE TAGGED APPLIANCE(S) OR CUSTOMER PIPING UNTIL YOU HAVE A PROPERLY LICENSED AND QUALIFIED AGENCY/PERSON PERFORM THE NECESSARY REPAIRS.	
Allowing an agency/person who is not licensed and qualified to repair the appliance or restore gas service to an appliance that has not been properly repaired can be very dangerous because an appliance or customer piping that is not opening properly may cause explosions or fires. The Company declines any and all liability for damages which may result from use of the tagged appliance(s) and/or customer piping in their faulty condition.	
Al firmar esta tarjeta, usted reconoce que ha sido notificado acerca de las condiciones inseguras de sus aparatos o de las tuberías del cliente. La obligación de corregir las condiciones señaladas anteriormente le corresponde a usted y se lo insta a tomar medidas para corregir las condiciones de modo de garantizar el uso seguro de sus aparatos o de las tuberías del cliente.	
NO CONECTE NI UTILICE LOS APARATOS ETIQUETADOS NI LAS TUBERÍAS DEL CLIENTE HASTA QUE UNA AGENCIA O PERSONA CORRECTAMENTE AUTORIZADA Y CALIFICADA REALICE LAS REPARACIONES NECESARIAS.	
Permitir que una persona que no está autorizada y no calificada repare el aparato o restaure el servicio de gas a un aparato que no ha sido reparado de la manera adecuada, ya que un aparato o una tubería del cliente que no funciona de la manera adecuada puede causar explosiones o incendios. La Compañía rechaza cualquier responsabilidad por daños que pueda resultar del uso de aparatos y/o tuberías del cliente etiquetados cuando no están funcionando correctamente.	
Print Name / Nombre en letra de imprenta	Signature / Firma*
*If you lease this premise, it is your responsibility to notify your landlord that repairs are needed. / *Si alquila este establecimiento, es su responsabilidad notificar al arrendador sobre la necesidad de las reparaciones.	
<input type="checkbox"/> Owner / Propietario <input type="checkbox"/> Tenant / Inquilino <input type="checkbox"/> No One Home / Casa sin dueño	
Other / Otro:	
Field Operations Rep. Signature / Representante de operaciones de campo Firma:	Employee #

H. SORRY WE MISSED YOU TAG

SORRY WE MISSED YOU

Date: _____

We left your gas service: On Off

We came by:

For routine maintenance of your gas service.

For a routine change of your gas meter.

To read your gas meter. We were unable to complete the work for the following reason(s):

Gate locked Shrubbery needs trimming

Dog Other: _____

To install a gas service near your property.
The gas main that serves a new customer is located in the right-of-way near your property.

For routine maintenance of gas facilities in the right-of-way.

To renew a gas service near your property.

To renew the gas service to your property.

Other: _____

Any pavement or landscaping that was disturbed will be restored at no charge to you. We appreciate your patience and apologize for any inconvenience.

To have your service restored or if you have any questions, please call our Customer Care Center: **800.993.7546**.

FLORIDA CITY GAS  FloridaCityGas.com

I. LE Rider/ CTS AFFIDAVIT FORM

To: Florida City Gas
Attn: Energy Logistics Department
PO Box 960
Winter Haven, Florida 33882

From: Company Name: _____
Address: _____
Contact: _____
Telephone: _____
Service Address: _____
Receiving Offer: _____

Alternate Fuel Offer

Fuel Supplier: _____
Fuel Type: _____
Quantity: _____
Term: _____
Price per Unit: _____
Taxes: _____
Fuel Delivery Cost: _____
Offer Expires: _____

Third Party Natural Gas Costs

Gas Supplier: _____
Gas Supply Cost (Total): _____

Bypass Alternative

Distance from Interstate Pipeline: _____
Construction Cost: _____
Payback (Years): _____
Quantity (Annual Therms): _____
Bypass Avoidance Rate (per Therm): _____

As an Authorized Representative of _____, I hereby certify that the foregoing information is true, complete and correct, and that the Company has the capability to either utilize the designated Alternate Fuel in the quantities specified or bypass the Florida City Gas at the above referenced facility. A copy of the Alternate Fuel Offer and the Third-Party Natural Gas Costs or the detailed Construction Costs is attached as evidence of the bona fide offer from the Alternate Fuel provider and the natural Gas costs from the third-party provider or a copy of the detailed Construction Costs is attached as evidence of the bona fide opportunity to bypass.

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

I. LE RIDER/CTS AFFIDAVIT FORM - CONTINUED

I further certify that _____ will terminate Gas Service from the Utility on _____ unless the total price for gas service is adjusted, as provided in the Company's rate schedule rider CTS, to compete with the Alternate Fuel price or bypass price as indicated above.

Customer Name: _____

Name: _____

Title: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____.

_____, a _____ Corporation, who (strike

one) is personally known to me / produced _____ as identification, on behalf of said Corporation.

(NOTARY SEAL)

Notary Public Signature

Typed / Printed Notary Name

Commission No: _____

My Commission Expires: _____

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT

**FLORIDA CITY GAS
LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT**

This Agreement entered into this ____ day of _____,
20_____, by and between Florida City Gas Company, herein after referred to as "Company"
and:

Company Name: _____
Account Number: _____
Contact Person & Title: _____
Mailing Address: _____
Telephone Number: _____
E-mail Address: _____

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and
Customer agrees to purchase or pay for services required by Customer under Company's Load
Enhancement Contract Transportation Service ("LE CTS") Rider.

WHEREAS Customer has demonstrated Customer's Alternative Fuel or bypass capabilities and
has provided Company with a fully executed LE CTS Affidavit Form (Sheet Nos. 8.113-8.114)
from Company's Tariff.

Term of Agreement

Service under this Agreement shall commence on the ____ day of _____, 20____, or
on the first day following the date the Company completes the installation of necessary Mains,
Meters, and other essential equipment to service the Customer, whichever is later. This
Agreement will remain in effect for an initial term of ____ year(s) beginning with the
commencement of service by the Company, and thereafter from year to year. At any time after
the initial term, either party may terminate this contract by giving written notice of termination
(specifying a termination date at the end of such contract year or any contract yearly period
thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The terms, and conditions of this Agreement are subject to change as may be lawfully required
or permitted by the Florida Public Service Commission ("FPSC"). The applicable rates of this
Agreement described herein. If the Company's FPSC Tariff and provisions within this

Issued by: Jeffrey Sylvester, Chief Financial Officer
Florida City Gas

Effective:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Agreement conflict, the provisions in this Agreement will prevail.

All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference.

All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Company's LECTS Rate Schedule. Copies of Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In the event that the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements [and Security if applicable]

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system.

Upon the execution of an expansion agreement between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the transportation charges payable by Customer pursuant to this Agreement. In the event Customer elects not to use the Transportation Service contemplated by this Agreement, Company shall have the right, without notice to Customer, to make claim on the Security for the amount of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not, as of the time of such claim, been recovered by Company through the transportation charges payable by Customer pursuant to the Transportation and Other Charges Section of this Agreement. Security shall be provided as follows:

Provided Customer is not in default of its obligations under this Agreement, Customer's obligation to provide the Security as hereinabove provided shall terminate at the end of the Contract Year.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida City Gas, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Third Party Supplier

Customer shall designate a Third Party Supplier from Company's List of Approved Third Party Suppliers on Company's website.

Point of Receipt and Point of Delivery

CTS Customers or Customer's Designee will cause Customer's natural Gas to be delivered to Company's Receipt Point as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Receipt Point to the Company's Delivery Point as specified in Exhibit A.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Election of Service Level

CTS Customers will elect a Maximum Daily Contract Quantity ("MDCQ") by season in Exhibit A. If applicable, Customer's Third Party Supplier will be required to accept a capacity Relinquishment in a quantity Relinquishment in a quantity equal to the Maximum Daily Contact Quantity.

Monthly Minimum Bill Quantity

Customers who are served under Company's CTS Rider requiring minimum monthly billing quantities agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Transportation and Other Charges

Customer shall pay Company each Month for Transportation Service in accordance with Company's CTS Rider. The charge per Therm billed by Company to Customer is \$ _____ per Therm and/or \$ _____ per Month.

Balancing Provisions

[INSERT BALANCING PROVISIONS]

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than _____ p.s.i.g.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in Debarry, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Florida City Gas

By: _____

Title: _____

Attest:

CUSTOMER

By: _____

Title: _____

Attest:

J. LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

**EXHIBIT A
TO THE LE RIDER CONTRACT TRANSPORTATION SERVICE AGREEMENT BY
AND BETWEEN [INSERT APPLICABLE COMPANY NAME]
AND _____**

CAPACITY RELEASE QUANTITIES – MMBTUS PER DAY

JAN _____	FEB _____	MAR _____
APR _____	MAY _____	JUN _____
JUL _____	AUG _____	SEP _____
OCT _____	NOV _____	DEC _____

TRANSPORTATION SERVICE PROVIDER _____

POI Number _____

COMPANY'S RECEIPT POINT

Customer shall deliver natural Gas to Company at:

Point Name

COMPANY'S DELIVERY POINT

Company shall deliver natural Gas to Customer at Company owned Meter located at:

Customer's Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

K. MINIMUM VOLUME COMMITMENT AGREEMENT

Subject to the terms and conditions of this Service Agreement, [INSERT COMPANY NAME], a [INSERT STATE] corporation, (“Seller”), agrees to provide firm gas service to [INSERT CUSTOMER NAME] (“Buyer”), a [INSERT STATE OF INCORPORATION],[INSERT TYPE OF CORPORATION], at Buyer’s facility located at [INSERT FACILITY ADDRESS], (the “Facility”). This Service Agreement shall be effective upon the commencement of the natural gas service and shall continue in effect thereafter for a period of six (6) years or until such earlier time that Buyer meets their minimum delivery obligation.

I - DEFINITIONS

When used in this Service Agreement:

- A. “Gas” shall mean natural gas or any commonly accepted and suitable equivalent.
- B. “Service” shall mean the sales or transportation, balancing and delivery of gas on Seller’s distribution system pursuant to the terms and conditions of Seller’s tariff (the “Tariff”) on file with the Florida Public Service Commission, as the same may be amended from time to time, at the outlet side of Seller’s measuring and regulating equipment at the Facility.
- C. “Six-Year Service Period” shall mean the period of six (6) years following the date on which natural gas delivery service to the Facility is first available.
- D. “Commission” shall mean the Florida Public Service Commission.

II - GENERAL SERVICE PROVISIONS AND REGULATIONS

- A. Seller operates and maintains facilities for the distribution of natural gas in the State of Florida and proposes to deliver natural gas to the Buyer on a firm basis.
- B. Seller’s applicable rate schedules and general service provisions set forth in the Tariff and on file with the Commission, whether of general or specific applicability, as they may be amended, modified, or changed from time to time, are hereby incorporated into this Service Agreement by reference. Seller reserves the right to amend, modify or change unilaterally its tariffs and rate schedules for terms and rates such as the Customer Charge, and potential fees such as Franchise Fees, subject to the approval of the Commission.

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

III - PRICING TERMS

For all Service to Buyer during the Six-Year Service Period, Buyer shall pay Seller each month in accordance with the pricing provisions of the Tariff, as amended from time to time. The Buyer will take Service under Rate Schedule [INSERT APPLICABLE RATE SCHEDULE]. During the Six-Year Service Period, Buyer agrees to a Minimum Annual Delivery (“MAD”) of natural gas at the Facility which will follow the schedule outlined in Section IV.

IV - REQUIREMENTS

Buyer’s total gas requirements are estimated to be _____ Therms in a six-year period.

- A. As a financial guarantee, Seller requires Minimum Annual Deliveries of gas (“MAD”) for each twelve-month delivery period as follows: period one: _____ Therms; period two: _____ Therms; period three: _____ Therms; period four: _____ Therms; period five: _____ Therms; period six: _____ Therms.
- B. As used herein, the term “twelve-month delivery period” shall mean each twelve-month period within the Six-Year Service Period beginning with the date that gas service is available to the Facility.
- C. If Buyer fails to take delivery of the MAD in any twelve-month delivery period, Buyer shall pay Seller a deficiency charge calculated as follows: the difference between the applicable MAD and the actual quantity of gas delivered during the twelve-month delivery period, multiplied by the delivery service rate in effect at the end of the twelve-month delivery period. Seller will invoice Buyer for the deficiency charge within thirty (30) days after the end of each twelve-month delivery period, and Buyer shall pay said invoice within thirty (30) days of receipt. Each party’s performance obligation hereunder shall abate proportionately during a Force Majeure event and during any period that a party is unable to perform its obligations due to the other party’s performance failure. The term of this Service Agreement shall be extended for a period equal to the length of any such abatement(s).
- D. If, during any twelve-month delivery period, the actual quantity of gas delivered to the Facility exceeds the applicable MAD, said excess shall be carried forward to the next twelve-month delivery period for purposes of calculating any deficiency charge hereunder.

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

V - TERMINATION CHARGES

If Buyer terminates Service hereunder after execution of this agreement, Buyer shall pay Seller in full the remainder of the MAD deficiency charges. Buyer agrees that it will make any such deficiency charge payment to Seller within thirty (30) days after receipt of Seller's invoice.

VI - NOTICES

All notices in connection with this Service Agreement shall be in writing, and conveyed by first class mail, except for notices of pricing changes and notices of service interruptions (if any), which shall be provided in accordance with the Tariff and Florida law.

Notices to Buyer shall be addressed to:

Notices to Seller shall be addressed to:

The date of mailing shall constitute the date of notice for all notices given under this Service Agreement, unless otherwise specified.

VII - MISCELLANEOUS TERMS

- A. This Service Agreement, together with the Tariff and any attachments hereto, constitute the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party which is not contained in this Service Agreement or the Tariff shall be binding upon either party. Subject to the other provisions of this Service Agreement, this Service Agreement may not be modified or altered except in writing signed by the parties.

- B. This Service Agreement is subject to the regulatory authority of the Commission. If any part, term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if the Service Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

K. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

- C. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- D. This Service Agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Florida

In witness whereof, the parties have executed this Service Agreement effective [INSERT EFFECTIVE DATE].

This Service Agreement is subject to the regulatory authority of the Commission. If any part term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of

Witness:

Florida City Gas

By: _____

By: _____

Name: _____

Title: _____

Witness:

Buyer: _____

By: _____

By: _____

Name: _____

Title: _____

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida City Gas

Effective:

CONTRACTS AND AGREEMENTS

1. Load Enhancement Service Agreement (Confidential) with Pivotal Holdings, Inc. d/b/a Florida City Gas and Miami Dade County dated 3/20/2025. – FPSC Docket No. 20250058-GU

FLORIDA CITY GAS
DOCKET NO. 20260026-GU MINIMUM FILING REQUIREMENTS

SCHEDULE E-9

Tariff Sheets - Interim Legislative

WITNESS SPONSOR

W. Grimard

J. Baugh

RESIDENTIAL SERVICE – 1 (RS-1)

APPLICABILITY

Service is available to Residential Customers using between 0 and 99 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per ~~cubic foot~~cubic foot.

*MONTHLY RATE

Customer Charge	\$18.00
Distribution Charge, per therm	\$0.67667 <u>1.40576</u>
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

RESIDENTIAL SERVICE - 100 (RS-100)

APPLICABILITY

Service is available to Residential Customers using between 100 and 599 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge	\$19.00
Distribution Charge, per therm	\$0.57424 <u>0.91507</u>
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

RESIDENTIAL SERVICE - 600 (RS-600)

APPLICABILITY

Service is available to Residential Customers using 600 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge	\$25.00
Distribution Charge, per therm	\$0.70799 <u>0.91517</u>
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 1 (GS-1)

APPLICABILITY

Service is available to Non-Residential Customers using between 0 and 5,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$31.00	\$31.00
Distribution Charge, per therm	\$0.57949 <u>0.7192</u>	\$0.57949 <u>0.71926</u>
Commodity Charge	<u>6</u> Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall

be prospective only and shall not be retroactive.

GENERAL SERVICE - 6K (GS-6K)

APPLICABILITY

Service is available to Non-Residential Customers using between 6,000 and 24,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$44.00	\$44.00
<u>Distribution Charge, per therm</u>	<u>\$0.58814</u>	<u>\$0.58814</u>
Distribution Charge, per therm	\$0.48722	\$0.48722
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

~~2. Each year the Company shall re-determine each Customer's eligibility based on~~

Issued by:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

Effective: ~~December 01, 2023~~

their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

Effective: ~~December 01, 2023~~

GENERAL SERVICE - 25K (GS-25K)

APPLICABILITY

Service is available to Non-Residential Customers using between 25,000 and 119,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$188.00	\$188.00
Distribution Charge, per therm	\$0.44046 <u>0.53493</u>	\$0.44046 <u>0.53493</u>
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by: ~~Jeffrey Sylvester, Chief Operating Officer~~

Effective: ~~December 01, 2023~~ Florida City Gas

GENERAL SERVICE - 120K (GS -120K)

APPLICABILITY

Service is available to Non-Residential Customers using between 120,000 and 1,249,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$375.00	\$375.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.28336 <u>0.34948</u>	\$0.28336 <u>0.3494</u> <u>8</u>
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE - 1,250K (GS -1,250K)

APPLICABILITY

Service is available to Non-Residential Customers using between 1,250,000 and 10,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$625.00	\$625.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.14073 <u>0.17957</u>	\$0.14073 <u>0.179</u> <u>57</u>
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE – 11M (GS - 11M)

APPLICABILITY

Service is available to Non-Residential Customers using between 11,000,000 and 24,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$1,250.00	\$1,250.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.10320	\$0.10320
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE – 25M (GS - 25M)

APPLICABILITY

Service is available to Non-Residential Customers using 25,000,000 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$2,500.00	\$2,500.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.05160	\$0.05160
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

RESIDENTIAL STANDBY GENERATOR SERVICE (RSG)

APPLICABILITY

Service is available to Residential Customers whose only gas usage is for a standby electric generator.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge:	\$25.00	
Distribution Charge:	0 - 14 therms	\$0.00000 per therm
	More than 14 therms	\$0.57421 <u>2.63782</u> per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a customer receiving 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 term unless the customer terminates the service in writing within 30 days before the end of the term.
2. If the customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.
3. If the customer installs an additional gas appliance at the premise at which service is provided, then the customer will be transferred to the applicable rate schedule based on total therms.
4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

COMMERCIAL STANDBY GENERATOR SERVICE (CSG)

APPLICABILITY

Service is available to Non-residential Customers whose only gas usage is for a standby electric generator with annual consumption of less than 120,000 therms.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge:	\$36.00	
Distribution Charge:	0 - 26 therms	\$0.00000 per therm
	More than 26 therms	\$0.57949 <u>1.15159</u> per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a Customer receiving service under this schedule shall remain obligated to remain on this schedule for 12 months. This 12-month ~~requirements shall~~requirement shall be renewed at the end of each 12-month term unless the Customer terminates the service in writing within 30 days before the end of the term.
2. If the Customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.
3. If the Customer installs an additional gas appliance at the premise at which service is provided, then the Customer will be transferred to the applicable rate schedule based on total therms.
4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

Issued by:

~~Issued by: Jeffrey Sylvester, Chief Operating Officer~~

FCG MER000556

Effective: ~~December 01, 2023~~

FLORIDA CITY GAS
DOCKET NO. 20260026-GU MINIMUM FILING REQUIREMENTS

SCHEDULE E-9

Tariff Sheets - Interim Final

WITNESS SPONSOR

W. Grimard

J. Baugh

RESIDENTIAL SERVICE – 1 (RS-1)

APPLICABILITY

Service is available to Residential Customers using between 0 and 99 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge	\$18.00
Distribution Charge, per therm	\$1.40576
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

RESIDENTIAL SERVICE - 100 (RS-100)

APPLICABILITY

Service is available to Residential Customers using between 100 and 599 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubicfoot.

*MONTHLY RATE

Customer Charge	\$19.00
Distribution Charge, per therm	\$0.91507
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

RESIDENTIAL SERVICE - 600 (RS-600)

APPLICABILITY

Service is available to Residential Customers using 600 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge	\$25.00
Distribution Charge, per therm	\$0.91517
Commodity Charge	Per Rider "A"

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 1 (GS-1)

APPLICABILITY

Service is available to Non-Residential Customers using between 0 and 5,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$31.00	\$31.00
Distribution Charge, per therm	\$0.71926	\$0.71926
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

GENERAL SERVICE - 6K (GS-6K)

APPLICABILITY

Service is available to Non-Residential Customers using between 6,000 and 24,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$44.00	\$44.00
Distribution Charge, per therm	\$0.58814	\$0.58814
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.
2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by:
Florida City Gas

Effective:

GENERAL SERVICE - 25K (GS-25K)

APPLICABILITY

Service is available to Non-Residential Customers using between 25,000 and 119,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$188.00	\$188.00
Distribution Charge, per therm	\$0.53493	\$0.53493
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

2. Each year the Company shall re-determine each Customer's eligibility based on their annual usage. If reclassification to another schedule is appropriate such reclassification shall be prospective only and shall not be retroactive.

Issued by:
Florida City Gas

Effective:

GENERAL SERVICE - 120K (GS -120K)

APPLICABILITY

Service is available to Non-Residential Customers using between 120,000 and 1,249,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$375.00	\$375.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.34948	\$0.34948
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE - 1,250K (GS-1,250K)

APPLICABILITY

Service is available to Non-Residential Customers using between 1,250,000 and 10,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$625.00	\$625.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.17957	\$0.17957
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE – 11M (GS - 11M)

APPLICABILITY

Service is available to Non-Residential Customers using between 11,000,000 and 24,999,999 therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$1,250.00	\$1,250.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.10320	\$0.10320
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GENERAL SERVICE – 25M (GS - 25M)

APPLICABILITY

Service is available to Non-Residential Customers using 25,000,000 or more therms per year as determined by the Company.

CHARACTER OF SERVICE

A firm delivery service of gas, including RNG delivered into the Company's system by any customer, delivered by the Company or Customers' Third Party Supplier ("TPS") with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

	<u>Gas Supply from PGA</u>	<u>Gas Supply from TPS</u>
Customer Charge	\$2,500.00	\$2,500.00
Demand Charge, per DCQ	\$0.719	\$0.719
Distribution Charge, per therm	\$0.05160	\$0.05160
Commodity Charge	Per Rider "A"	Per TPS Agreement

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS. Only Non-Residential Customers are eligible to receive gas supply from a TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY(DCQ)

The DCQ to be used in setting the Customer's Billing DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day based on readings taken from an Automatic Meter Reading (AMR) device installed at the premise. The DCQ used in setting the Billing DCQ shall be those from the Customer's daily metered therm consumption recorded for a period of up to three (3) years ending each March 31st. If historical consumption information of at least twelve (12) months is not available, then the Billing DCQ level shall be based upon the rating and expected usage of the Customer's gas equipment as determined by the Company.

The Billing DCQ will be determined annually by the Company based on the DCQ history, as determined above. The Customer's Billing DCQ shall be adjusted to reflect the maximum recorded DCQ. Adjustments will be made in April except the Company shall not increase such a Customer's Billing DCQ unless the Customer has had at least three (3) occurrences of DCQ's in excess of their current Billing DCQ.

GAS LIGHTING SERVICE (GL)

AVAILABILITY

See "Limitations of Service" below.

APPLICABILITY

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

LIMITATIONS OF SERVICE

This Rate Schedule is closed and is restricted to Customers who were served prior to March 17, 1975.

*MONTHLY RATE

Distribution Charge	\$13.38 per lamp (\$0.74315 per therm X 18 therms)
---------------------	---

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. For the purpose of applying Riders or other billing adjustments usage of eighteen therms per lamp per month will be assumed.

MINIMUM BILL

The minimum monthly bill shall be the Monthly Rate.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

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

RESIDENTIAL STANDBY GENERATOR SERVICE (RSG)

APPLICABILITY

Service is available to Residential Customers whose only gas usage is for a standby electric generator.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge:	\$25.00	
Distribution Charge:	0 - 14 therms	\$0.00000 per therm
	More than 14 therms	\$2.63782 per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a customer receiving 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 term unless the customer terminates the service in writing within 30 days before the end of the term.
2. If the customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.
3. If the customer installs an additional gas appliance at the premise at which service is provided, then the customer will be transferred to the applicable rate schedule based on total therms.
4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

COMMERCIAL STANDBY GENERATOR SERVICE (CSG)

APPLICABILITY

Service is available to Non-residential Customers whose only gas usage is for a standby electric generator with annual consumption of less than 120,000 therms.

CHARACTER OF SERVICE

A firm delivery service of gas delivered by the Company with a heating value on the order of 1,100 British Thermal Units per cubic foot.

*MONTHLY RATE

Customer Charge:	\$36.00	
Distribution Charge:	0 - 26 therms	\$0.00000 per therm
	More than 26 therms	\$1.15159 per therm

*The charges set forth in this Rate Schedule will be adjusted for all other applicable Riders of this Tariff and any additional taxes, assessments or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged by the TPS for commodity according to any agreement between the Customer and the TPS.

MINIMUM BILL

The minimum monthly bill shall be the Customer Charge.

TERMS OF PAYMENT

Bills are due upon receipt by the Customer and become delinquent if unpaid after expiration of twenty days from date of mailing or other delivery thereof by the Company.

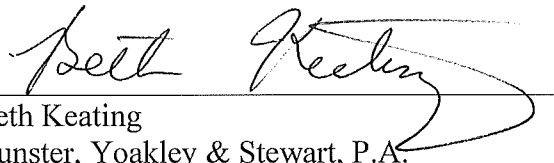
SPECIAL CONDITIONS OF SERVICE

1. Subject to special condition 3 below, a Customer receiving 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 term unless the Customer terminates the service in writing within 30 days before the end of the term.
2. If the Customer terminates the service before the 12-month term ends, the Customer will be billed the minimum bill for the remaining months of the service.
3. If the Customer installs an additional gas appliance at the premise at which service is provided, then the Customer will be transferred to the applicable rate schedule based on total therms.
4. Application of this rate is subject to the general Rules and Regulations of the Company as they may be in effect from time to time and as filed with the regulatory authorities.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing MFR E Schedules has been furnished by Electronic Mail to the following parties of record this 20th day of April, 2026:

Jennifer Crawford Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 jcrawfor@psc.state.fl.us	Office of Public Counsel Walter Trierweiler/Charles Rehwinkel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 Trierweiler.walt@leg.state.fl.us Rehwinkel.Charles@leg.state.fl.us
---	--



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1713