

August 7, 2025

BY E-PORTAL

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

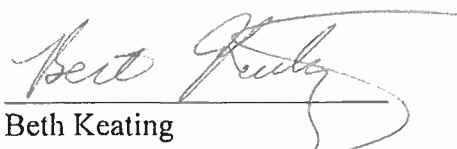
**Re: [New Filing] : Joint Petition of Florida City Gas and Peninsula Pipeline Company for
Approval of Amendments to Transportation Service Agreements.**

Dear Mr. Teitzman:

Attached for filing, please find the Joint Petition of Florida City Gas and Peninsula Pipeline Company for Approval of Amendments to Transportation Service Agreements. Portions of this Joint Petition and the attachments thereto are deemed confidential by the companies and are therefore submitted in redacted form. Attachments D, E, and F are redacted in their entirety. A separate Request for Confidential Classification is being submitted today.

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

Sincerely,



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

MEK
cc:/(Service List)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of)	
Amendments to Transportation Service)	Docket No.:
Agreements with Florida City Gas by Peninsula)	
Pipeline Company, Inc.)	Filed: August 7, 2025
)	

JOINT PETITION FOR APPROVAL OF AMENDMENTS TO TRANSPORTATION
SERVICE AGREEMENTS BETWEEN PENINSULA PIPELINE COMPANY, INC.
AND FLORIDA CITY GAS

Peninsula Pipeline Company, Inc. ("Peninsula") and Florida City Gas ("FCG")(jointly, "Companies"), by and through undersigned counsel, hereby file this Joint Petition seeking approval by the Florida Public Service Commission ("Commission") of amendments to three Firm Transportation Service Agreements ("FTSAs") between Peninsula and FCG, which are attached hereto as Attachments A(Brevard), B(Indian River), and C (Miami-Dade) (all redacted)(herein jointly, "Amendments").¹ The FTSAs being amended were approved by Order No. PSC-2024-0271-PAA-GU, issued July 26, 2024, in Docket No. 20240039-GU, and attached thereto in the same order as the Amendments attached to this Joint Petition.²

As explained in greater detail herein, the reason these Amendments are necessary pertains to the interconnection agreements ("ICAs") that currently exist between FCG and the RNG producers, which were referenced in Docket No. 20240039-GU. Prior to Chesapeake Utilities Company's acquisition of FCG, these ICAs were executed to facilitate receipt and delivery of alternative natural gas by FCG from three RNG producers, which, due to the confidentiality provisions of those ICAs, are referred to herein as "RNG 1," "RNG 2," and "RNG 3."

As noted in the Company's data responses in the prior docket, the Company was

¹ Confidential version provided under separate cover consistent with 25-22.004, F.A.C.

² Consummated by Consummating Order No. 2024-0416-CO-GU.

contemplating assigning the three RNG contracts that FCG had between RNG 1, RNG 2 and RNG 3.³ The work contemplated by the ICAs is consistent with the type of work typically undertaken by Peninsula and in line with the work contemplated by the approved FTSAAs. As such, FCG determined it is more efficient to have Peninsula undertake the ICA work as well. To more appropriately reflect the obligations, and work to be provided by PPC, on behalf of FCG and the three RNG providers, the FTSA contracts have instead been amended to properly reflect the contract obligations and accounting treatment. This allows the ICAs between FCG and the RNG producers to remain intact.

In further support of this request, the Companies hereby state:

1. Peninsula is a natural gas transmission company subject to the Commission's jurisdiction as prescribed under Chapter 368.101, et. seq., Florida Statutes. Its principal business address is:

Peninsula Pipeline Company, Inc.
208 Wildlight Ave.
Yulee, FL 32097

2. FCG is a natural gas distribution company subject to the Commission's jurisdiction under Chapter 366, Florida Statutes. Its principal business address is:

Florida City Gas
208 Wildlight Ave.
Yulee, FL 32097

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

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

Matt Everngam
Assistant Vice President Regulatory Affairs
208 Wildlight Ave,
Yulee, FL 32097
MEverngam@chpk.com

4. Peninsula, a wholly owned subsidiary of Chesapeake Utilities Corporation ("CUC"), is a

³ See Company responses to 4th Set of Data Requests, No. 1(b).

Delaware corporation authorized to transact business in the State of Florida. Peninsula is engaged in the business of building pipeline laterals from interstate transmission pipelines for customers. Peninsula provides firm transportation service only and does not engage in the sale of natural gas. Consistent with Section 368.105(6), Florida Statutes, Peninsula constructs such pipeline lateral facilities and related facilities required for interconnection with a customer only if the potential customer agrees to fully compensate Peninsula for reasonable costs incurred. Likewise, consistent with the referenced provision, Peninsula provides transmission access, subject to available capacity, on a basis that is not unreasonably preferential, prejudicial, or unduly discriminatory.⁴

5. Neither FCG nor Peninsula are unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Companies' joint request set forth herein does not involve reversal or modification of a Commission decision or proposed agency action. This is a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

I. BACKGROUND

6. As the Commission will recall, by Order No. PSC-2007-1012-TRF-GP, issued December 21, 2007, the Commission approved the Company's intrastate pipeline tariff, consistent with the Commission's jurisdiction under Chapter 368, Florida Statutes. Therein, the Commission also determined that the tariff was consistent with the Commission's prior Declaratory Statement, which provided additional parameters for Peninsula's operations in the State.⁵

⁴ By the same token, Section 368.105(6), Florida Statutes, recognizes that a natural gas transmission company is not required to provide transmission access to a person at rates that are not just and reasonable.

⁵ Order No. PSC-2006-0023-DS-GP, issued January 9, 2006, in Docket No. 050584-GP, in Re: Petition for declaratory statement by Peninsula Pipeline Company, Inc. concerning recognition as a natural gas

7. Pursuant to the Company's tariff on file with the Commission, as well as Order No. PSC-2007-1012-TRF-GP, the Company is allowed to undertake certain projects without express Commission approval. For instance, the Company is not required to seek prior approval if the customer is not currently receiving natural gas service from another entity, such as a local distribution company ("LDC"), and the customer's facilities are located at a distance greater than one mile from the existing gas facilities of an investor-owned gas utility, a municipal gas utility, or a gas district. The Company also need not seek regulatory approval if it is engaged to serve an LDC that is not an affiliate of the Company.⁶
8. The Company is, however, required to seek Commission approval of projects in the following categories:
- a. Interconnection to an LDC in order to serve a customer downstream;
 - b. Interconnection with an LDC to provide service to another LDC;
 - c. Construction of facilities to serve a current LDC customer or one that is within 1 mile of the existing facilities of an investor-owned or municipal gas utility, or a gas district; and
 - d. Other projects that are not otherwise specifically identified in the tariff as not requiring prior Commission approval.⁷
9. FCG is now a subsidiary of Chesapeake Utilities Corporation ("CUC"), a Delaware corporation authorized to conduct business in Florida. Thus, both Peninsula and FCG are owned and/or controlled by CUC. Pursuant to the provisions of Chapter 366, Florida Statutes, FCG is subject to economic regulation by the Commission. Because both FCG and Peninsula

transmission company under Section 368.101, et seq.

⁶ Peninsula Pipeline Company, Inc., Intrastate Pipeline Tariff, Original Vol. 1, Sheet No. 11, Section 3

⁷ Peninsula Pipeline Company, Inc., Intrastate Pipeline Tariff, Original Vol. I, Sheet No. 12, Section 4.

are corporate subsidiaries of CUC, the Company is required to seek Commission approval prior to entering into a contract, or an amendment thereto, to construct facilities and provide transportation service to FCG, consistent with Sheet 12, Section 4(d). Again, as noted above, the agreements that would be the subject of the proposed amendments were each approved by Order No. PSC-2024-0271-PAA-GU, issued July 26, 2024, in Docket No. 20240039-GU, as rendered final by Consummating Order No. PSC-2024-0416-CO-GU, issued September 9, 2024.

10. As noted in the Company's data responses in the prior docket, the Company was already contemplating assigning the three RNG contracts that FCG had with each of RNG 1, RNG 2, and RNG 3 to PPC. To more appropriately reflect the obligations, and work to be provided by PPC, on behalf of FCG and the three RNG providers, the FTSA contracts have instead been amended to properly reflect the contract obligations and accounting treatment. This allows the ICAs between FCG and the RNG producers to remain intact.

II. BREVARD PROJECT

11. In Docket No. 20240039-GU, the Company sought approval of three transportation service agreements with FCG, including one in Brevard County that would facilitate the transportation of renewable natural gas ("RNG"). The portion of the project approved in Docket No. 20240039-GU involves new pipeline facilities, an interconnect with a source of alternative natural gas supply, and approximately 5 miles of 12-inch Medium Density Polyethylene pipeline ("MDPE"). The starting point of the pipeline previously approved is near Adamson Road and Sorrel Drive at a new gate station near the landfill located in Cocoa and owned by Brevard County.

12. The actual interconnect between FCG and the RNG producer in this area, RNG 1, is addressed in a separate interconnection agreement between FCG and RNG 1, which also addresses the construction of pipeline facilities and the establishment of an interconnection point connecting RNG 1's facilities to FCG. This agreement was previously provided in Docket No. 20240039-GU.
12. As the facilities in the approved FTSA and the previously provided ICAs are inter-reliant, FCG believes it is most efficient to have Peninsula construct the pipeline facilities from the RNG 1 site to the interconnection points with FCG, as well as the interconnection facilities contemplated in the ICA, and has therefore pursued a subcontract with Peninsula for that work. Given that Peninsula already has an approved FTSA agreement with FCG for the construction of facilities, and transportation thereupon, between the interconnection point for the RNG 1 facility, the straightforward approach is to simply amend the existing transportation service agreement to include construction of the facilities from RNG 1's site up to the interconnect point, as well as construction of the interconnection facilities necessary to tie Brevard in to FCG's system. FCG and Peninsula have therefore agreed to terms for an amendment to their Transportation Service Agreement for the Brevard Project that contemplate Peninsula will construct the pipeline and interconnection facilities from RNG 1's site at the identified location in the area of Cocoa, Florida to an FCG interconnection on Peninsula's pipeline located nearby. This will enable RNG 1 to deliver renewable natural gas into FCG's system. Peninsula will also construct and install the necessary regulator stations, pressure regulation and measuring equipment, valving, filters and communications equipment necessary. FCG will retain ownership of the meter and will otherwise handle metering consistent with its agreement with RNG 1. Consistent with the terms of the existing terms of its ICA with RNG 1, FCG will bill

RNG 1 pursuant to its RNGS tariff as described in the ICA.

13. An initial [REDACTED] monthly fixed charge, approved in Docket No. 20240039-GU, covers the project costs and scope of work in the original FTSA. With this Amendment, the current monthly ICA fixed charge will be incorporated into the FTSA. This charge is equal to the Monthly Service Charge that RNG 1 will pay to FCG under the terms of the ICA. FCG will credit the payment from RNG 1 to its PGA costs and any applicable Swing or Balancing charges. Therefore, RNG 1 is still paying for its portion of the project.

III. INDIAN RIVER PROJECT

14. The second FTSA approved in Docket No. 20240039-GU was for a project in Indian River County. That FTSA was designed to enable delivery of RNG supplies from a producer in Vero Beach, RNG 2, starting at a new interconnection point to be constructed in Indian River County around Oslo Road. The FTSA for this project also contemplated the consolidation of two existing agreements (2012 and 2021) and two amendments (2021 and 2023), which were entered into by Peninsula and FCG when FCG was a non-affiliated separate entity. Pursuant to the FTSA approved in Docket No. 20240039-GU, Peninsula will construct approximately 14 miles of 6-inch steel pipeline along 82nd Avenue starting at the interconnection point at Oslo Road, which will terminate at a new district regulator station in the area of 77th Street.
15. As with the previously discussed Amendment, the actual interconnect between FCG and RNG 2 is addressed in a separate interconnection agreement between FCG and RNG 2, which also addresses the construction of pipeline facilities and the establishment of an interconnection point connecting RNG 2's facilities to FCG. As with the Brevard County project above, FCG determined that it would be more efficient to have Peninsula construct the pipeline facilities

from RNG 2's site to the interconnection point with FCG, as well as the interconnection facilities, and has therefore pursued a subcontract with Peninsula for that work. Given that FCG and Peninsula already has the approved FSTA for the construction of facilities, and transportation thereupon, between the interconnection point for the RNG 2 facilities, the decision was made to simply amend the existing transportation service agreement to include construction of the facilities from RNG 2's site up to the interconnect point, as well as construction of the interconnection facilities necessary to connect RNG 2 to FCG's system.

16. FCG and Peninsula have therefore agreed to terms for a second amendment to their Transportation Service Agreement for the Indian River Project that contemplates Peninsula will construct the pipeline and interconnection facilities necessary to enable RNG 2 to deliver renewable natural gas into FCG's system.⁸ Peninsula will also construct and install the necessary regulator stations, pressure regulation and measuring equipment, valving, filters and communications equipment necessary. FCG will retain ownership of the meter and will otherwise handle metering consistent with its agreement with RNG 2. Likewise, consistent with the terms of the pertinent ICA, FCG will bill RNG 2 for the project under the RNGS tariff.
17. An initial [REDACTED] monthly fixed charge, approved in Docket No. 20240039-GU, covers the project costs and scope of work in the original FTSA. With the Amendment, the current monthly ICA fixed charge will be incorporated into the FTSA. This charge is equal to the Monthly Service Charge that RNG 2 will pay to FCG under the terms of the ICA. FCG will credit the payment from RNG 2 to its PGA costs and any applicable Swing or Balancing charges. Therefore, the RNG producer is still paying for their portion of the project.

⁸ Amendment No. 1 to this agreement was recently approved in Docket No. 20250042-GU, which was necessitated by a mandatory relocation notice from the Florida Department of Transportation.

IV. MIAMI-DADE COUNTY PROJECT

18. The final FTSA for which an amendment is sought is in Miami-Dade County and will facilitate the transportation of RNG and overall system enhancement of the Miami Loop via the construction of approximately 8 miles of 8-inch steel pipe and a new regulator station from a new interconnection between FCG and RNG 3 in Medley and ending at a district station near Miami International Airport.
19. The ICA between FCG and RNG 3 also addresses the construction of pipeline facilities and the establishment of two (2) interconnection points, one located in Medley and one located near the Miami-Dade airport.
20. As noted with regard to the previously discussed projects, FCG believes it would be more efficient to have Peninsula construct the pipeline facilities, as well as the interconnection facilities, and has therefore pursued a subcontract with Peninsula for that work. Given that an FTSA between the two Companies already exists, the parties have simply amended the existing transportation service agreement to include construction of all pipeline facilities, as well as construction of the interconnection facilities necessary to tie RNG 3's into FCG's system.
21. FCG and Peninsula have therefore agreed to terms for an amendment to their Transportation Service Agreement for Miami-Dade County (Medley) that contemplate Peninsula will construct the pipeline and interconnection facilities necessary to enable RNG 3 to deliver renewable natural gas into FCG's system. Specifically, PPC will construct the required length of eight-inch steel high pressure main from RNG 3's facility in Medley to the interconnect location point available with FCG, as well as the necessary length of additional eight-inch, high-pressure steel gas main from the RNG 3 facility near the airport to an interconnection point with FCG located southwest of the Miami International Airport. Peninsula will also

construct and install the necessary regulator stations, pressure regulation and measuring equipment, valving, filters and communications equipment necessary. FCG will retain ownership of the meter and will otherwise handle metering and billing consistent with the pertinent ICA, which contemplates FCG will bill RNG 3 pursuant to its RNGS tariff as described in the ICA.

22. Under the original FTSA, an initial [REDACTED] monthly fixed charge, approved in Docket No. 20240039-GU, covers the project costs and scope of work in the original FTSA. With the Amendment, the current monthly ICA fixed charge will be incorporated into the FTSA. This charge is equal to the Minimum Base Revenue that RNG 3 will pay to FCG under the terms of the ICA. FCG will credit the Minimum Base Revenue payment from RNG 3 to its PGA costs and applicable Swing or Balancing charges. Therefore, the RNG producer is still paying for their portion of the project.

V.

AMENDMENTS

23. Under the proposed Amendments, Peninsula will now undertake the additional work originally contemplated in the ICAs between FCG and the three RNG producers. FCG's subcontracting arrangement with Peninsula will have no impact on any of the RNG producers or the ICAs between those producers and FCG.

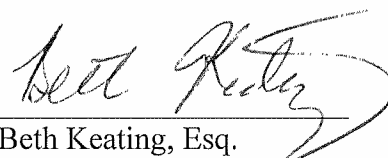
24. The rates in the attached Amendments between FCG and Peninsula meet the requirements of Section 368.105(3), Florida Statutes, and are consistent with Order Nos. PSC-2006-0023-DS-GP and PSC-2007-1012-TRF-GP and with Peninsula's tariff on file with the Commission. The rates mirror the cost of construction contemplated by the ICA between each of the identified RNG producers and FCG with no additional mark up from Peninsula. Thus, the rates are not

otherwise "inherently unfair," as proscribed by the Court in the GTE Florida v. Deason decision.⁹

25. Approval of the proposed Amendments will not result in increased costs to FCG customers, either through base rates or the PGA. Peninsula will simply undertake the work contemplated by the interconnection agreements between FCG and each of the noted RNG producers and will charge FCG the annual base revenue as included in the original RNG Interconnect Agreements shown in Attachments D (Exhibit E), E (Exhibit E), and F (Exhibit B – Schedule B). FCG will bill the RNG producers under the terms of the original ICAs with each producer and credit that amount back to the PGA and any applicable Swing and Balancing charges. Therefore, the RNG producers are still paying for their portion of the project.

WHEREFORE, Peninsula and Florida City Gas respectfully request that the Commission approve the Amendments attached hereto between Peninsula Pipeline Company, Inc. and Florida City Gas.

RESPECTFULLY SUBMITTED this 7th day of August 2025.



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

*Attorneys for Peninsula Pipeline
Company, Inc. and Florida City Gas*

⁹ *Supra*, footnote 7.

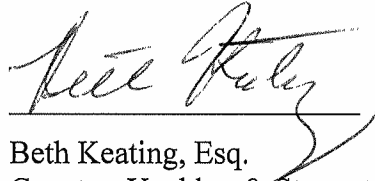
CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Petition has been served upon the following by Electronic Mail (redacted only) this 7th day of August, 2025:

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

Adria Harper, General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
aharper@psc.state.fl.us

By:



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

*Attorneys for Peninsula Pipeline Company, Inc.
and Florida City Gas*

ATTACHMENT A

Transportation Service Agreement Amendment No. 1 –
Brevard Project (redacted)

PENINSULA PIPELINE COMPANY, INC.
FIRST AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT

This First Amendment to Firm Transportation Service Agreement (“Amendment No. 1”) is made and entered into this 23rd day of July, 2025, by and between Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called "Company" or “PPC”), and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a New Jersey corporation (herein called "Shipper" or “FCG”), to amend certain provisions of the Firm Transportation Service Agreement dated February 26, 2024, between Company and Shipper. PPC and FCG are sometimes referred to herein individually as a “Party” and collectively as “Parties.”.

WITNESSETH

WHEREAS, Company and Shipper are parties to that certain Firm Transportation Service Agreement entered into on February 26, 2024, and included in a petition filed with the Florida Public Service Commission (“FPSC”) in Docket No. 20240039 (the “Agreement”), pursuant to which Company provides Shipper with firm transportation service in Brevard County, Florida; and

WHEREAS, Shipper has executed an interconnect agreement with a producer to facilitate the receipt and delivery of an alternate natural gas; and

WHEREAS, Shipper has requested and Company has agreed to build and operate the alternative natural gas interconnect; and

WHEREAS, the Parties desire to amend the Agreement to add Monthly Reservation Charges for an alternative natural gas interconnect (“Interconnect”), to be constructed by Company (which shall fall within the definition of “Project” as used in the Agreement);

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Company and Shipper do covenant and agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Article I is hereby amended by adding the following definition:

“Transporter” means the interstate pipeline, intrastate pipeline, local distribution company, or producer that transports Gas to the Receipt Point as identified and set forth in Exhibit A to this Agreement.
3. Article VIII of the Agreement is hereby amended by adding Section 8.3, stating as follows:

Company agrees to install gas quality monitoring equipment and monitor at the Interconnect, inclusive of an actuated valve to shut down and divert gas flow if

composition or components deviate from the required gas quality levels set forth in Company's Tariff. Shipper accepts the gas quality limits as set forth in Company's Tariff ("Gas Quality Limits"). If Gas Quality Limits are not met at the interconnect, the Company may divert all gas and notify Shipper of the deviation. The Project will be reactivated after two consecutive readings within Gas Quality Limits. Company shall not be liable to Shipper in any manner due to Company's refusal to accept gas that fails to meet the Gas Quality Limits. Company, at its sole discretion and cost, reserves the right to collect and sample the gas and conduct its own laboratory test.

4. Exhibit A to the Agreement is hereby stricken and replaced by First Revised Exhibit A attached to this Amendment No. 1.

5. The Parties agree that the rates, terms and conditions of this Amendment No. 1 may be placed into effect upon execution. The Parties further agree that, in the event that: (a) the FPSC declines to approve Amendment No. 1 to the Agreement; or (b) the FPSC fails to address Amendment No. 1 to the Agreement within twelve (12) months of execution; or (c) any person whose substantial interests are affected files a timely protest of the FPSC's order approving Amendment No. 1 to the Agreement, then the rates, terms and conditions shall revert to the original Agreement as approved by FPSC Order No. PSC-2024-0271-PAA-GU.

6. Except as modified by this Amendment No. 1, the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

COMPANY

Peninsula Pipeline Company, Inc.

By: *Kevin Webber*

Kevin Webber

Title: SVP and Chief Development Officer

Date: 07/24/2025

SHIPPER

Pivotal Utility Holdings, Inc. d/b/a Florida City Gas

By: *Jeff Sylvester*

Jeffrey S. Sylvester

Title: President and Chief Operating Officer
of Pivotal Utilities Holdings, Inc

Date: 07/24/2025

FIRST REVISED EXHIBIT A
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
PENINSULA PIPELINE COMPANY, INC. AND
PIVOTAL UTILITY HOLDINGS d/b/a FLORIDA CITY GAS

July 23, 2025

Alternative Natural Gas Interconnect
Monthly Reservation Charge:

Year 1 – Year 4 [REDACTED] per month
Year 5 – Year 8 [REDACTED] per month
Year 9 – Year 13 [REDACTED] per month
Year 14 – Year 18 [REDACTED] per month
Year 19 – Year 25 [REDACTED] per month

Description of Transporter Delivery Point(s)
At or near Adamson Road and Sorrel Drive

Description of Point(s) of Delivery
At or near Route 524 and Cox Road

Monthly Reservation Charge:
Year 1 – Year 4 [REDACTED] per month
Year 5 – Year 8 [REDACTED] per month
Year 9 – Year 13 [REDACTED] per month
Year 14 – Year 18 [REDACTED] per month
Year 19 – Year 25 [REDACTED] per month

Total MDTQ (Dekatherms): Dt/Day: [REDACTED] dth/d
MHTP: [REDACTED]

Unauthorized Transportation Rate: [REDACTED] dth/d

Total Monthly Reservation Charge:
Year 1 – Year 4 [REDACTED] per month
Year 5 – Year 8 [REDACTED] per month
Year 9 – Year 13 [REDACTED] per month
Year 14 – Year 18 [REDACTED] per month
Year 19 – Year 25 [REDACTED] per month

Year 1 shall begin at the notification of the first day of commercial operations.
This charge is subject to adjustment pursuant to the terms of this Agreement

ATTACHMENT B

Transportation Service Agreement Amendment No. 2 –
Indian River Project
(redacted)

PENINSULA PIPELINE COMPANY, INC.
SECOND AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT

This Second Amendment to Firm Transportation Service Agreement (“Amendment No. 2”) is made and entered into this 23rd day of July, 2025, by and between Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called "Company" or “PPC”), and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a New Jersey corporation (herein called "Shipper" or “FCG”), to amend certain provisions of the Firm Transportation Service Agreement dated February 26, 2024, between Company Shipper, as amended. PPC and FCG are sometimes referred to herein individually as a “Party” and collectively as “Parties.”).

WITNESSETH

WHEREAS, Company and Shipper are parties to that certain Firm Transportation Service Agreement entered into on February 26, 2024, and included in a petition filed with the Florida Public Service Commission (“FPSC”) in Docket No. 20240039 (the “Original Agreement”), pursuant to which Company provides Shipper with firm transportation in Indian River County, Florida; and

WHEREAS, Company and Shipper entered into that certain First Amendment to Firm Transportation Service Agreement dated February 14, 2025 (“Amendment No. 1,” and the Original Agreement as amended by Amendment No. 1, the “Agreement”); and

WHEREAS, Shipper has executed an interconnect agreement with a producer to facilitate the receipt and delivery of an alternate natural gas; and

WHEREAS, Shipper has requested and Company has agreed to build and operate the alternative natural gas interconnect; and

WHEREAS, the Parties desire to further amend the Agreement to add Monthly Reservation Charges for four new Points of Delivery, to be constructed by Company (which shall fall within the definition of “Project” as used in the Agreement);

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Company and Shipper do covenant and agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Article I is hereby amended by adding the following definition:

“Transporter” means the interstate pipeline, intrastate pipeline, local distribution company, or producer that transports Gas to the Receipt Point as identified and set forth in Exhibit C to this Agreement.

3. Article VIII of the Agreement is hereby amended by adding Section 8.3, stating as follows:

Company agrees to install gas quality monitoring equipment and monitor at the Interconnect, inclusive of an actuated valve to shut down and divert gas flow if composition or components deviate from the required gas quality levels set forth in Company's Tariff. Shipper accepts the gas quality limits as set forth in Company's Tariff ("Gas Quality Limits"). If Gas Quality Limits are not met at the interconnect, the Company may divert all gas and notify Shipper of the deviation. The Project will be reactivated after two consecutive readings within Gas Quality Limits. Company shall not be liable to Shipper in any manner due to Company's refusal to accept gas that fails to meet the Gas Quality Limits. Company, at its sole discretion and cost, reserves the right to collect and sample the gas and conduct its own laboratory test.

4. Exhibit C to the Agreement is hereby stricken and replaced by Second Revised Exhibit C attached to this Amendment No. 2.

5. The Parties agree that the rates, terms and conditions of this Amendment No. 2 may be placed into effect upon execution. The Parties further agree that, in the event that: (a) the FPSC declines to approve Amendment No. 2 to the Agreement; or (b) the FPSC fails to address Amendment No. 2 to the Agreement within twelve (12) months of execution; or (c) any person whose substantial interests are affected files a timely protest of the FPSC's order approving Amendment No. 2 to the Agreement, then the rates, terms and conditions shall revert to the original Agreement as approved by FPSC Order No. PSC-2024-0271-PAA-GU.

6. Except as modified by this Amendment No. 2, the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

COMPANY

Peninsula Pipeline Company, Inc.

By: Kevin Webber

Kevin Webber

Title: SVP and Chief Development Officer

Date: 07/24/2025

SHIPPER

Pivotal Utility Holdings, Inc. d/b/a Florida City Gas

By: Jeff Sylvester

Jeffrey S. Sylvester

Title: President and Chief Operating Officer of Pivotal Utilities Holdings, Inc

Date: 07/24/2025

**SECOND REVISED EXHIBIT C TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN**

**PENINSULA PIPELINE COMPANY, INC. AND
PIVOTAL UTILITY HOLDINGS d/b/a FLORIDA CITY GAS**

July 23, 2025

Segment I

Description of Transporter Delivery Point(s)

Interconnection between Florida Gas Transmission and the vicinity of I-95 and County Road 512

Description of Point(s) of Delivery

Interconnection between Shipper and Company in the area of Winter Beach, Florida,

Interconnection between Shipper and Company in the area of Fellsmere, Florida

Total MDTQ (Dekatherms): Dt/Day [REDACTED]

MHTP: [REDACTED]

Total Monthly Reservation Charge (Segment I): [REDACTED]

Monthly Reservation Charge if Agreement extends beyond initial thirty (30) year period:

[REDACTED]

Segment II

Description of Transporter Delivery Point(s)

A tap to the existing pipeline constructed in Segment I at or near 5900 85th Street, Vero Beach, Florida 32958

Description of Point(s) of Delivery

Interconnections between Company and Shipper's distribution lines at the following locations:

Highway 510 Wabasso Station

Beachside Orchid Station

Beach Turtle Trail Station

Beachside Indian River Shores Station

Beachside Greytwig Station

From the Interconnection points identified herein, Company shall construct the Pipeline that shall consist of [REDACTED] pipe. The design operating pressure is 625 psig, with an MAOP of 700 psig. At 700 psig the hoop stress in the [REDACTED] [REDACTED] The final design and construction of the Pipeline shall not materially deviate from these interconnection points or specifications absent a written and signed amendment of the Parties to this first revised amendment. The Pipeline consists of pipeline only and does not include any gate station, regulator station, branch valves, laterals, required property, etc.

MHTP: [REDACTED]

Total MDTQ (Dekatherms): [REDACTED] Dt/Day

Years 1-5 [REDACTED]

Years 6-10 [REDACTED]

Years 11-15 [REDACTED]

Years 16-20 [REDACTED]

Years 21-25 [REDACTED]

Years 26-30 [REDACTED]

Segment III

Alternative Natural Gas Interconnect

Monthly Reservation Charge (Segment III): [REDACTED]

Description of Transporter Delivery Point(s)

At or near Oslo Road and 74th Avenue
77th Street and Kings Highway

Description of Point(s) of Delivery

At or near Oslo Road and 74th Avenue
77th Street and Kings Highway
At or near 74th Avenue and N Sandpiper Drive

Monthly Reservation Charge (Segment III): [REDACTED]

Total MDTQ (Dekatherms): Dt/Day [REDACTED]

MHTP: [REDACTED]

This charge is subject to adjustment pursuant to the terms of this Agreement.

Unauthorized Use Rate (In addition to Monthly Reservation Charge):

[REDACTED] Each Day Unauthorized Use

Total Monthly Reservation Charge (Segment III): [REDACTED]

Year 1 shall begin at the notification of the first day of commercial operations of Segment

ATTACHMENT C

Transportation Service Agreement Amendment No. 1 –
Miami-Dade (Medley) Project (redacted)

PENINSULA PIPELINE COMPANY, INC.
FIRST AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT

This First Amendment to Firm Transportation Service Agreement ("Amendment No. 1") is made and entered into this 23rd day of July, 2025, by and between Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called "Company" or "PPC"), and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a New Jersey corporation (herein called "Shipper" or "FCG"), to amend certain provisions of the Firm Transportation Service Agreement dated February 26, 2024, between Company and Shipper. PPC and FCG are sometimes referred to herein individually as a "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Company and Shipper are parties to that certain Firm Transportation Service Agreement entered into on February 26, 2024, and included in a petition filed with the Florida Public Service Commission ("FPSC") in Docket No. 20240039 (the "Agreement"), pursuant to which Company provides Shipper with firm transportation service in Miami-Dade County, Florida; and

WHEREAS, Shipper has executed an interconnect agreement with a producer to facilitate the receipt and delivery of an alternate natural gas; and

WHEREAS, Shipper has requested and Company has agreed to build and operate the alternative natural gas interconnect; and

WHEREAS, the Parties desire to amend the Agreement to add Monthly Reservation Charges for an alternative natural gas interconnect ("Interconnect"), to be constructed by Company (which shall fall within the definition of "Project" as used in the Agreement);

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Company and Shipper do covenant and agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Article I is hereby amended by adding the following definition:

"Transporter" means the interstate pipeline, intrastate pipeline, local distribution company, or producer that transports Gas to the Receipt Point as identified and set forth in Exhibit A to this Agreement.
3. Article VIII of the Agreement is hereby amended by adding Section 8.3, stating as follows:

Company agrees to install gas quality monitoring equipment and monitor at the Interconnect, inclusive of an actuated valve to shut down and divert gas flow if composition or components deviate from the required gas quality levels set forth in Company's Tariff. Shipper accepts the gas quality limits as set forth in Company's Tariff ("Gas Quality Limits"). If Gas Quality Limits are not met at the interconnect, the Company may divert all gas and notify Shipper in writing of the deviation. The Project will be reactivated after two consecutive readings within Gas Quality Limits. Company shall not be liable to Shipper in any manner due to Company's refusal to accept gas that fails to meet the Gas Quality Limits. Company, at its sole discretion and cost, reserves the right to collect and sample the gas and conduct its own laboratory test.

4. Exhibit A to the Agreement is hereby stricken and replaced by First Revised Exhibit A attached to this Amendment No. 1.

5. The Parties agree that the rates, terms and conditions of this Amendment No. 1 may be placed into effect upon execution. The Parties further agree that, in the event that: (a) the FPSC declines to approve Amendment No. 1 to the Agreement; or (b) the FPSC fails to address Amendment No. 1 to the Agreement within twelve (12) months of execution; or (c) any person whose substantial interests are affected files a timely protest of the FPSC's order approving Amendment No. 1 to the Agreement, then the rates, terms and conditions shall revert to the original Agreement as approved by FPSC Order No. PSC-2024-0271-PAA-GU.

6. Except as modified by this Amendment No. 1, the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

COMPANY
Peninsula Pipeline Company, Inc.

SHIPPER
Pivotal Utility Holdings, Inc. d/b/a Florida
City Gas

By: Kevin Webber

By: Jeff Sylvester

Kevin Webber

Jeffrey S. Sylvester

Title: SVP and Chief Development Officer

Title: President and Chief Operating Officer
of Pivotal Utilities Holdings, Inc

Date: 07/24/2025

Date: 07/24/2025

:

FIRST REVISED EXHIBIT A

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

PENINSULA PIPELINE COMPANY, INC. AND

PIVOTAL UTILITY HOLDINGS d/b/a FLORIDA CITY GAS

July 23, 2025

Alternative Natural Gas Interconnect

Monthly Reservation Charge:

Year 1 – Year 5 [REDACTED] per month
Year 6 – Year 10 [REDACTED] per month
Year 11 – Year 15 [REDACTED] per month
Year 16 – Year 20 [REDACTED] per month

Description of Transporter Delivery Point(s)

At or near NW 93rd Street and NW 89th Avenue

Description of Point(s) of Delivery

At or near NW 93rd Street and NW 89th Avenue
At or near NW 12th Street and NW 72 Avenue

Monthly Reservation Charge:

Year 1 – Year 5 [REDACTED] per month
Year 6 – Year 10 [REDACTED] per month
Year 11 – Year 15 [REDACTED] per month
Year 16 – Year 20 [REDACTED] per month

Total MDTQ (Dekatherms): Dt/Day: [REDACTED] dth/d

MHTP: [REDACTED] %

Unauthorized Transportation Rate: [REDACTED] /dth/d

Total Monthly Reservation Charge:

Year 1 – Year 5 [REDACTED] per month
Year 6 – Year 10 [REDACTED] per month
Year 11 – Year 15 [REDACTED] per month
Year 16 – Year 20 [REDACTED] per month

Year 1 shall begin at the notification of the first day of commercial operations.
This charge is subject to adjustment pursuant to the terms of this Agreement

ATTACHMENT D

Interconnection Agreement between RNG 1 and Florida
City Gas (redacted)

Attachment D (Redacted in its Entirety)

ATTACHMENT E

Interconnection Agreement between RNG 2 and Florida
City Gas (redacted)

Attachment E (Redacted in its Entirety)

ATTACHMENT F

Interconnection Agreement between RNG 3 and Florida
City Gas (redacted)

Attachment F (Redacted in its Entirety)