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August 7, 2025

BY HAND DELIVERY

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

REDACTED

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 original and 7 copies of the Joint Request for Confidential Classification by Florida City Gas and Peninsula Pipeline Company seeking confidential classification of material contained in their Joint Petition for Approval of Amendments to Transportation Service Agreements, as well as Attachments A - F to the Joint Petition. In accordance with Rule 25-22.006, F.A.C., one highlighted copy of all confidential material is being provided, along with two redacted/public copies of the documents.

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)

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IDM CLK COMMISSION

2025 ANG -7 PM 4: 4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In	re:	Joint	Peti	ition	for	Appr	oval	of)	
Am	endn	nents	to	Tran	sport	ation	Serv	vice)	Docket No.:
Agı	eeme	ents wit	h Flo	rida C	City G	as by l	Penins	sula)	
Pip	eline	Compa	any, I	nc.)	Filed: August 7, 2025
)	

FLORIDA CITY GAS'S AND PENINSULA PIPELINE COMPANY'S JOINT REQUEST FOR CONFIDENTIAL CLASSIFICATION

Florida City Gas ("FCG") and Peninsula Pipeline Company ("Peninsula")(jointly herein, "Companies") by and through undersigned counsel, pursuant to Section 366.093, Florida Statutes, and consistent with Rule 25-22.006(3), Florida Administrative Code, hereby submit this Joint Request for Confidential Classification for information contained in Attachments A - F to the Joint Petition for Approval of Amendments to Transportation Service Agreements ("Joint Petition"), which has been submitted under separate cover today. The information for which the Companies seek confidential treatment is information that is essentially the same information for which the Companies requested confidential treatment in Docket No. 20240039-GU, in which the original Transportation Service Agreements ("TSAs") were approved, as well as the Companies' request in that proceeding for certain Interconnection Agreements ("ICAs") provided in response to Staff Data Requests. It is also similar to that which the Commission has afforded confidential classification in prior cases, namely Order No. PSC-2018-0146-CFO-GU, issued March 19, 2018 in Docket No. 20180015-GU. The Companies are submitting this request jointly as these projects are a coordinated effort. To be clear, both Companies, as well as the counter parties to the ICAs, treat the information addressed herein as confidential and have not otherwise disclosed the information publicly. In support thereof, the Companies hereby state:

I. RNG Interconnection Agrements

1. The Companies seek confidential classification of the Attachments D, E, and F to the Joint Petition, which are Interconnection Agreements with renewable gas producers. All of the information, including the name of the producers, in these documents is considered highly confidential by the Companies, as well as the respective producers under each contract. The information in these agreements reflect the negotiated

rates and terms of the referenced contracts, which both Peninsula and FCG treat as proprietary confidential business information consistent with the definition of that term in Section 366.093, Florida Statutes, but also strategic and operational information that is highly confidential to the Companies and the respective producers. Moreover, the confidential nature of the entirety of these contracts is a contractual term in each ICA and disclosure would constitute a breach of the ICAs. Given the contractual term regarding confidentiality, these documents are entirely redacted in the public filing.

II. Amendments to TSAs

2. The Companies also seek confidential classification of the highlighted information in the respective Revised Exhibits to the Amendments to Firm Transportation Service Agreement ("Amendments") included as Attachments A, B, and C to the Joint Petition.

Attachment A (Brevard Amendment)

For the First Amendment to the TSA for the Brevard County project, the Companies seek confidential classification of the highlighted amounts in Revised Exhibit A to the Amendment, in the right-hand column in the lines pertaining to the years of the contract: Years 1-4, Years 5-8, Years 9-13, Years 14-18, and Years 19-25, as well as the highlighted amounts under Monthly Reservation Charge in the lines for Years 1-4, Years 5-8, Years 9-13, Years 14-18, and Years 19-25, and the highlighted amounts under the heading Total Monthly Reservation Charge for the lines for Years 1-4, Years 5-8, Years 9-13, Years 14-18, and Years 19-25. The Companies also seek confidential classification of the highlighted amounts in the line for the Total Maximum Daily Transportation Quantity ("Total MDTQ"), the line below identifying the MHTP, and the line below that for the Unauthorized Transportation rate.

Attachment B (Indian River Amendment)

Specifically, for the Second Amendment in Attachment B (Indian River), the Companies seek confidential classification of the highlighted information in Revised Exhibit C, in the line identifying the Total MDTQ, the line below identifying the MHTP. In addition, the Companies seek confidential classification of the information in the line that identifies the Monthly Reservation Charge for Segment I and the highlighted amount in the following line reflecting the Charge should the agreement extend beyond

30 years. The Companies also seek confidential classification of the highlighted information in the first paragraph at the top of the second page, which are design specifications specific to Segment II and the related ICA and both the MHTP and MDTQ associated with Segment II. Below that, the Companies also seek confidential classification of the highlighted amounts in the right-hand column in the lines pertaining to the years of the contract: Years 1-5, Years 6-10, Years 11-15, and on the following page, for Years 16-20, Years 21-25, and Years 26-30. On that same page, under the header Segment III, the Companies seek confidential classification of the highlighted Monthly Reservation Charge under the header Alternative Natural Gas Interconnect, as well as the Monthly Reservation Charge (Segment III) that is eight lines below the Alternative charge. For this Segment, the Companies likewise seek confidential classification of the MDTQ, the MHTP, as well as the Unauthorized Use Rate and the Total Monthly Reservation Charge (Segment III) at the very bottom of that page, which is the sum of the Alternative Natural Gas Interconnect charge and the Monthly Reservation Charge

Attachment C (Miami-Dade Amendment)

For Attachment C to the Joint Petition, which is the First Amendment to the TSA for the Miami-Dade project, the Companies seek confidential classification of the highlighted information in First Revised Exhibit A, under the header Alternative Natural Gas Interconnect for the lines associated with Years 1-5, Years 6-10, Years 11-15, and Years 16-20, as well as the amounts under the heading Monthly Reservation Charge in lines associated with Years 1-5, Years 6-10, Years 11-15, and Years 16-20, and the highlighted amounts under the heading Total Monthly Reservation Charge in the lines associated with Years 1-5, Years 6-10, Years 11-15, and Years 16-20, which are the sum of the amounts under the Alternative Natural Gas Interconnect heading and the Monthly Reservation Charge heading. In addition, the Companies request confidential classification of MDTQ, the MHTP, as well as the Unauthorized Use Rate applicable to the Miami Dade Amendment.

III. Joint Petition

3. The Companies also seek confidential classification of certain highlighted amounts in their Joint Petition, which are amounts otherwise identified as confidential in Attachments A – F in that they are

contractually negotiated amounts reflected in the Amendments or the ICAs. Specifically, the Companies seek confidential classification of the highlighted amount on page 7 of the Joint Petition, in the first line of numbered paragraph 13. The Companies also seek confidential classification of the highlighted amount on page 8, in the first line of numbered paragraph 17, as well as on page 10 in the first line of numbered paragraph 22.

This information identified in Attachments A, B, and C is directly related to the negotiated rates and terms of the Amendments, which both Peninsula and FCG treat as proprietary confidential business information consistent with the definition of that term in Section 366.093, Florida Statutes.

IV. Standard for Confidentiality

- 4. The information for which the Companies seek confidential classification is information that Peninsula and FCG both treat as confidential, and that meets the definition of "proprietary confidential business information" as set forth in Section 366.093(3), Florida Statutes, which provides:
 - (3) Proprietary confidential business information means information, regardless of form or characteristics, which is owned or controlled by the person or company, is intended to be and is treated by the person or company as private in that the disclosure of the information would cause harm to the ratepayers or the person's or company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public. Proprietary confidential business information includes, but is not limited to:
 - (a) Trade secrets.
 - (b) Internal auditing controls and reports of internal auditors.
 - (c) Security measures, systems, or procedures.
 - (d) Information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms.
 - (e) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.
 - (f) Employee personnel information unrelated to compensation, duties, qualifications, or responsibilities.
- 5. To the best of Peninsula and FCG's respective knowledge, the RNG producers likewise treat the information in Attachments D, E, and F confidential, consistent with the ICAs, and the information has not otherwise been disclosed publicly. Release of any of the referenced information as a public record would reveal the specific rate included in a competitive contract. Disclosure of this information would impair both

Joint Request for Confidential Classification

Peninsula's ability to compete for goods and services and provide its competitors with an unfair competitive

advantage and would likewise impair FCG's ability to obtain services at competitive rates, as well as

placing FCG in the posture of breaching the ICAs. Thus, the information meets the definition of

"proprietary confidential business information" as set forth in Sections 366.093(3)(d) and (e), Florida

Statutes. As such, the Companies request that the Commission protect this information consistent with

Rule 25-22.006, Florida Administrative Code.

6. Included with this Request are highlighted copies of Attachments A - F. In addition, two redacted

copies of the document are enclosed.

V. Relief Requested

7. The Companies ask that confidential classification be granted for a period of at least 18 months.

Should the Commission no longer find that it needs to retain the information, the Companies respectfully

request that the confidential information be returned to the Companies.

WHEREFORE, Peninsula and Florida City Gas respectfully request that the hjghlighted

information contained in each of Attachment A - F to its Joint Petition in this proceeding be classified as

"proprietary confidential business information," and thus, exempt from Section 119.07, Florida Statutes.

RESPECTFULLY SUBMITTED this 7th day of August, 2025.

Beth Keating

Gunster, Yoakley & Stewart, P.A.

215 South Monroe St., Suite 601

Tallahassee, FL 32301

(850) 521-1706

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CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Joint Request for Confidentiality 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 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 Trierweiler.walt@leg.state.fl.us Adria Harper, General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 aharper@psc.state.fl.us

By:

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(850) 521-1706

Attorneys for Florida City Gas and Peninsula Pipeline Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In	re:	Joint	Pet	ition	for	Appı	roval	of)			
Am	endm	ents	to	Tran	sport	ation	Serv	vice)	Docket 1	No.:	
Agı	reeme	nts wit	th Flo	rida C	City G	as by l	Penins	sula)			
Pip	eline	Compa	any, I	nc.)	Filed: A	ugust 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"). 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.

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.

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

13. An initial 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 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.

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 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

ATTACHMENT A

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

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 per month
Year 5 – Year 8 per month
Year 9 – Year 13 per month
Year 14 – Year 18 per month
Year 19 – Year 25 per month
1
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 per month
Year 5 – Year 8 per month
Year 9 – Year 13 per month
Year 14 – Year 18 per month
Year 19 – Year 25 per month
Total MDTQ (Dekatherms): Dt/Day: dth/d
MHTP:
Unauthorized Transportation Rate: dth/d
. —
Total Monthly Reservation Charge:
Year I – Year 4 per month
Year 5 – Year 8 per month
Year 9 – Year 13 per month
Year 14 – Year 18 per month
Year 19 – Year 25 per month
r

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)

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
МНТ	P: ()	

Total Monthly Reservation Charge (Segment I):



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



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 pipe. The design operating pressure is 625 psig, with an MAOP of 700 psig. At 700 psig the hoop stress in the 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
Total MDTQ (Dekatherms): Dt/Day
Years 1-5
Years 6-10
Years 11-15
Years 16-20
Years 21-25
Years 26-30 ()
Segment III Alternative Natural Gas Interconnect Monthly Reservation Charge (Segment III):
<u>Description of Transporter Delivery Point(s)</u> At or near Oslo Road and 74 th Avenue 77 th Street and Kings Highway
Description of Point(s) of Delivery At or near Oslo Road and 74 th Avenue 77 th Street and Kings Highway At or near 74 th Avenue and N Sandpiper Drive
Monthly Reservation Charge (Segment III):
Total MDTQ (Dekatherms): Dt/Day MHTP: This charge is subject to adjustment pursuant to the terms of this Agreement. Unauthorized Use Rate (In addition to Monthly Reservation Charge): Each Day Unauthorized Use
Total Monthly Reservation Charge (Segment III):

ATTACHMENT C

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

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

Monthly Reservation Charge:
Year 1 – Year 5 per month
Year 6 – Year 10 per month
Year 11 – Year 15 per month
Year 16 – Year 20 per month
Description of Transporter Delivery Point(s)
At or near NW 93 rd Street and NW 89 th Avenue
Description of Point(s) of Delivery
At or near NW 93 rd Street and NW 89 th Avenue
At or near NW 12 th Street and NW 72 Avenue
Monthly Reservation Charge:
Year 1 – Year 5 per month
Year 6 – Year 10 per month
Year 11 – Year 15 per month
Year 16 – Year 20 per month
Total MDTQ (Dekatherms): Dt/Day: dth/d
MHTP: 6/6
Unauthorized Transportation Rate: dth/d
Total Monthly Reservation Charge:
Year 1 – Year 5 per month
Year 6 – Year 10 per month
Year 11 – Year 15 per month
Year 16 – Year 20 per month
Year 1 shall begin at the notification of the first day of

Alternative Natural Gas Interconnect

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)