

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: September 25, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Nguyen, Hampson) *EDD*
Office of the General Counsel (Dose) *JSC*

RE: Docket No. 20250099-GU – Joint petition for approval of amendments to transportation service agreements between Peninsula Pipeline Company, Inc. and Florida City Gas.

AGENDA: 10/07/25 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Clark

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On August 7, 2025, Peninsula Pipeline Company, Inc. (Peninsula) and Florida City Gas (FCG), collectively the Parties, filed a joint petition seeking approval of amendments to three separate Firm Transportation Service Agreements (FTSAs) that had been previously approved by the Commission. The proposed amendments to the FTSAs are included as attachments to the recommendation.

By Order No. PSC-2024-0271-PAA-GU (2024 Order), the Commission approved three FTSAs between Peninsula and FCG.¹ FCG had entered into commodity purchase agreements with three

¹ Order No. PSC-2024-0271-PAA-GU, issued July 26, 2024, in Docket No. 20240039-GU, *In re: Petition for approval of transportation service agreements between Peninsula Pipeline Company, Inc. and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas.*

third party Renewable Natural Gas (RNG) producers. Pursuant to the 2024 FTSA, Peninsula would construct, own, and operate new gas pipelines allowing for the delivery of the natural gas purchased by FCG from the third party producers. To support the 2024 FTSA, the parties had stated that this would diversify and introduce additional gas supply sources, enhance transmission access, and increase system resiliency. The three RNG projects are located in Brevard, Indian River, and Miami Dade Counties. The FTSA contains monthly reservation charges, payable from FCG to Peninsula, that reflect Peninsula's construction costs.

The Parties state the amendments to the FTSA pertain to the interconnection agreements (ICAs) between FCG and the RNG producers which were referenced in the 2024 Order. The interconnection agreements (ICA) between FCG and the RNG producers were entered into before FCG was acquired by Chesapeake and not subject to Commission approval. The ICAs address the construction of pipeline facilities and establishment of an interconnection point connecting the RNG facilities to FCG. In the response to staff's fourth data request in Docket No. 20240039-GU, the Parties stated that upon acquisition of FCG by Chesapeake, it was determined that the interconnection projects would be a better fit as a Peninsula project.² In the same responses, the Parties explain that it would be best to use Peninsula to tie the RNG producers into the rest of the FCG distribution system because the project is more in line with the transmission activity projects that Peninsula has expertise in facilitating and building. The instant petition amends the FTSA to reflect a subcontracting of the ICA work to Peninsula.

Peninsula and FCG are both wholly owned subsidiaries of Chesapeake Utilities Corporation (Chesapeake). Staff notes that FCG became a subsidiary of Chesapeake on December 1, 2023. Peninsula operates as an intrastate natural gas transmission company as defined by Section 368.103(4), Florida Statutes (F.S.).³ FCG operates as a local distribution company subject to the regulatory jurisdiction of the Commission pursuant to Chapter 366, F.S.

By Order No. PSC-07-1012-TRF-GP, Peninsula received approval of an intrastate gas pipeline tariff that allows it to construct and operate intrastate pipeline facilities and to actively pursue agreements with natural gas customers.⁴ The Parties are subsidiaries of Chesapeake, and agreements between affiliated companies must be approved by the Commission pursuant to Section 368.105, F.S.

During the evaluation of the petition, staff issued one data request to the Parties for which responses were received on September 5, 2025.⁵ Staff also had a phone call with the Parties on September 19, 2025, after which the Parties filed supplemental responses on September 23, 2025.⁶ The Commission has jurisdiction over this matter pursuant to Sections 368.104, and 368.105, F.S.

² Document No. 05188-2024, filed June 10, 2024.

³ Order No. PSC-06-0023-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 transmission company under Section 368.101, F.S., et seq.*

⁴ Order No. PSC-07-1012-TRF-GP, issued December 21, 2007, in Docket No. 20070570-GP, *In re: Petition for approval of natural gas transmission pipeline tariff by Peninsula Pipeline Company, Inc.*

⁵ Document No. 09213-2025, filed September 5, 2025.

⁶ Document No. 13843-2025, filed September 23, 2025.

Discussion of Issues

Issue 1: Should the Commission approve the proposed Amendments to the Firm Transportation Service Agreements dated July 23, 2025, between Peninsula and FCG?

Recommendation: Yes, the Commission should approve the proposed Amendments to the Firm Transportation Service Agreements dated July 23, 2025, between Peninsula and FCG. The proposed amendments to the agreements are reasonable and meet the requirements of Section 368.105, F.S. (Nguyen)

Staff Analysis: As described in paragraph 10 of the instant petition and in response to staff's data requests in Docket No. 20240039-GU, the Parties had contemplated that the interconnection work may also be done by Peninsula. Therefore, the Parties now propose for the FTSA's approved in the 2024 Order to be amended to add monthly reservation charges associated with the cost to construct, own, operate and maintain the interconnection facilities used to connect the RNG producers to FCG.

On page 6 of the instant petition, the Parties state the facilities previously approved in the FTSA's and the facilities mentioned in the ICAs are "inter-reliant." Additionally, the Parties explain that it is most efficient for Peninsula to construct the pipeline facilities contemplated in the 2024 Order from each RNG site to the interconnection point with FCG, as well as the interconnection facilities addressed in the ICA. Peninsula will also construct the necessary regulator stations, pressure regulation and measuring equipment, valving, filters, and communications equipment necessary. Peninsula also agrees to install gas quality monitoring equipment and monitor at the interconnect to ensure that the natural gas meets required gas quality levels. FCG retains ownership of the meter and its agreement with each RNG producer. Furthermore, in response to staff's first data request, the Parties state that it would not be efficient to have two different entities doing the planning, engineering, permitting work, and operation and maintenance on facilities constructed for the same projects.⁷

With the proposed amendments, a fixed, monthly reservation charge, payable from FCG to Peninsula, will be added to the existing FTSA's. This charge is equal to the monthly service charge that the RNG producer will pay to FCG under the terms of the ICA once in-service. FCG will then credit the payment from the RNG producer to its Purchased Gas Adjustment Clause costs. Further discussion of this payment structure was provided in Peninsula and FCG's supplemental response.⁸ All of the amended FTSA's include monthly reservation charges that vary dependent upon the year of the agreement. Peninsula and FCG stated that this is because of negotiating charges reflective of the development of a project over time.⁹ The Parties also mention this could be used as front-loaded recovery in the first few years with reductions over time.

Peninsula and FCG assert that the rates in the amended FTSA's meet the requirements of Section 368.105(3), F.S., and are consistent with Order Nos. PSC-2006-0023-DS-GP and PSC-2007-

⁷ Document No. 09213-2025, filed September 5, 2025.

⁸ Attachment A in the Parties' Supplemental Response, Document No. 13843-2025, filed September 23, 2025.

⁹ Response No. 11 in Staff's First Data Request, Document No. 09213-2025, filed September 5, 2025.

1012-TRF-GP and with Peninsula's tariff on file with the Commission. Staff has reviewed the amended FTSAs and agrees that the monthly reservation charges associated with the ICAs are identical to the monthly reservation charges that were included in the agreements between FCG and the RNG producers, which were entered prior to FCG becoming an affiliate to Peninsula.

The Parties assert, in response No. 2 of the Parties' supplemental response, that the costs of these projects include a metering and regulation site with regulators, remote monitoring communication and control configurations, and meters. The Parties also state the costs of these projects are comparable to those of a standard interconnect. However, the company states there is equipment specific to the RNG that other interconnects do not require. These components average approximately \$550,000 per project, which the Parties state is a small portion of the cost.

In the Parties' supplemental response, the Parties state that the interconnect facilities for the Brevard project are currently anticipated to be completed in October 2025. The interconnect facilities related to the Indian River project are constructed and in service. Finally, the interconnect facilities related to the Miami Dade project are estimated to be completed in early 2026.

Conclusion

Based on the petition and the Parties' responses to staff's data requests, staff recommends that the Commission should approve the proposed amendments to the FTSAs dated July 23, 2025, between Peninsula and FCG, attached to this recommendation. The proposed amendments to the agreements are reasonable and meet the requirements of Section 368.105 F.S.

Issue 2: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order. (Dose)

Staff Analysis: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order.

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 S. 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

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 S. 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

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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: Jeffrey S. 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