

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

October 29, 2025

**VIA E-PORTAL**

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

**Re: [New Filing] - Petition for Approval of Second Amendment to Transportation Service Agreement between Florida Public Utilities Company and Peninsula Pipeline Company, Inc. for the New Smyrna Beach project.**

Dear Mr. Teitzman:

Attached for filing on behalf of Peninsula Pipeline Company, Inc., please find the attached Petition for Approval of Second Amendment to Transportation Service Agreement between Florida Public Utilities Company and Peninsula Pipeline Company, Inc., along with the Second Amendment, which is included as Attachment A to the Petition. Portions of the Second Amendment are confidential and therefore provided only in redacted form. A Request for Confidential Classification will follow under separate cover.

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

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Second )	
Amendment to Transportation Service )	Docket No.:
Agreement between Florida Public Utilities )	
Company and Peninsula Pipeline Company, )	Filed: October 29, 2025
Inc. for the New Smyrna Beach project. )	

PETITION FOR APPROVAL OF SECOND AMENDMENT TO  
TRANSPORTATION SERVICE AGREEMENT BETWEEN PENINSULA  
PIPELINE COMPANY, INC. AND FLORIDA PUBLIC UTILITIES  
COMPANY

Peninsula Pipeline Company, Inc. ("Peninsula" or "Company"), by and through its undersigned counsel, hereby files this Petition seeking approval by the Florida Public Service Commission ("Commission") of a Second Amendment to the Firm Transportation Service Agreement between the Company and Florida Public Utilities Company ("FPUC"), which is attached hereto as Attachment A (redacted)<sup>1</sup>. The project represented by this Second Amendment is associated with the New Smyrna portion of the "East Coast Reinforcement Project" in Volusia County. The original contract was approved in Docket No. 20170193-GU and the First Amendment was approved in Docket No. 20230135-GU. Peninsula seeks approval of this Second Amendment solely for the purpose of including an additional delivery point in the contract. In support of this request, the Company hereby states:

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.

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

Yulee, FL 32097

2. 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  
AVP – Regulatory Affairs  
208 Wildlight Ave,  
Yulee, FL 32097  
MEverngam@chpk.com

3. Peninsula, a wholly-owned subsidiary of Chesapeake Utilities Corporation ("CUC"), is a 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, the Company constructs such pipeline lateral facilities and related facilities required for interconnection with a customer only if the potential customer agrees to fully compensate the Company for reasonable costs incurred. Likewise, consistent with the referenced provision, the Company provides transmission access, subject to available capacity, on a basis that is not unreasonable by preferential, prejudicial, or unduly discriminatory.<sup>2</sup>
4. The Company is unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Company's 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,

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<sup>2</sup> 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.

Tallahassee, Florida 32399.

**I.**

**BACKGROUND**

5. 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.<sup>3</sup>
6. 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.<sup>4</sup> Consistent with Section 368.105(3), Florida Statutes, for contracts such as these, the Company is only required to file affidavits from both the Company and the customer affirming that:
  - a. Neither the natural gas transmission company nor the

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<sup>3</sup> 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 368.10 I, et seq.

<sup>4</sup> Peninsula Pipeline Company, Inc., Intrastate Pipeline Tariff, Original Vol. 1, Sheet No. 11, Section 3

customer had an unfair advantage during the negotiations;

- b. The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
- c. Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy. Section 368.105(3), Florida Statutes (emphasis added).

7. 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.<sup>5</sup>

8. FPUC is a division of Chesapeake Utilities Corporation (“CUC”), a Delaware corporation authorized to conduct business in Florida. Thus, both Peninsula and FPUC are owned and/or controlled by CUC. Pursuant to the provisions of Chapter 366, Florida Statutes, FPUC is subject to economic regulation by the Commission. FPUC's

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<sup>5</sup> Peninsula Pipeline Company, Inc., Intrastate Pipeline Tariff, Original Vol. I, Sheet No. 12, Section 4.

principal offices are located at 208 Wildlight Ave, Yulee, FL 32097. Because both FPUC and Peninsula are corporate subsidiaries of CUC, the Company is required to seek Commission approval prior to entering into a contract to construct facilities and provide transportation service to FPUC, consistent with Sheet 12, Section 4(d).

9. As noted above, the approved tariff, consistent with Order No. PSC-06-0023-DS-GP, provides that the Company must seek approval for agreements unless an individual agreement fits the criteria set forth in the Company's tariff for an agreement that does not require prior Commission approval.<sup>6</sup> The Agreement with FPUC would not meet any of the enumerated criteria; thus, Peninsula respectfully seeks Commission approval in this instance.

## **II. EAST COAST EXPANSION AND REINFORCEMENT PROJECTS**

10. With regard to review of the Second Amendment under the standard set forth in Section 368.105, Florida Statutes, the Company submits that the Second Amendment withstands review under the seminal case for review of affiliate transactions, because the rates charged under these Agreements are not "inherently unfair" or in excess of the going market rates.<sup>7</sup> Specifically, this Second Amendment has been necessitated by a request for service made by FPUC to Peninsula, as discussed in greater detail below.
11. Peninsula's New Smyrna Beach project consists of approximately 14.8 miles of 4-inch coated steel pipeline, which will provide operational benefits to FPUC's New Smyrna Beach system by providing additional gas supply to meet the demands of recent and expected

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<sup>6</sup> Moreover, since the tariff expressly provides that the Company need not seek approval if it enters into an agreement with a non-affiliated LDC, the Company believes that it must therefore seek Commission approval when the converse situation arises.

<sup>7</sup> See also GTE Florida Incorporated v. Deason, 642 So. 2d 545 (Fla. 1994)(determining that the appropriate review of an affiliate transaction considers "... whether the transactions exceed the going market rate or are otherwise inherently unfair.")

population growth in the area. Due to recent growth, the New Smyrna Beach area does not have sufficient capacity to meet its design-day needs. Therefore, FPUC must use compressed natural gas (CNG) to supplement supply in the area during high demand months to ensure adequate supply. The project will help to limit the need for CNG services during months of high demand.

12. The project originates on Peninsula's pipeline system located on Pioneer Trail Road. From this interconnect, Peninsula plans to install approximately 14.8 miles of 4-inch coated steel pipeline southward following public rights of way. Along the pipeline, Peninsula will also install four new district regulator stations, which act as points of delivery on the system for FPUC. The Parties have, however, determined that an additional delivery point should have been included in the plans for the project. Peninsula has agreed to install this additional delivery point without additional charges.

V. **TRANSPORTATION SERVICE AGREEMENTS**

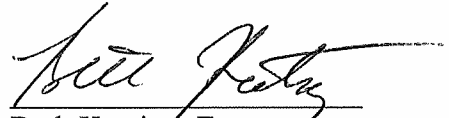
13. The Second Amendment for which Peninsula seeks Commission approval involves FPUC's request for Peninsula to complete the work necessary to construct the additional delivery point. The proposed additional delivery point will enhance FPUC's ability to serve growth in and around New Smyrna Beach. As such, the Petitioners assert that the proposed Agreements are in the public interest.

14. The rates in this Second Amendment between FPUC and Peninsula were previously approved in Docket No. 20230135-GU and meet the requirements of Section 368.105(3), Florida Statutes. Likewise, the rates are not "inherently unfair," as proscribed by the Court in

the GTE Florida v. Deason decision.<sup>8</sup> As such, the Company asks that the Second Amendment be approved.

WHEREFORE, Peninsula respectfully requests that the Commission approve the Second Amendment to the Transportation Service Agreement (“New Smyrna Beach”) between Peninsula Pipeline Company, Inc., and Florida Public Utilities Company.

RESPECTFULLY SUBMITTED this 29<sup>th</sup> day of October 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.*

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<sup>8</sup> *Supra*, footnote 5.



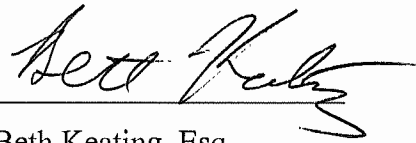
CERTIFICATE OF SERVICE

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 29<sup>th</sup> day of October 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.*

ATTACHMENT A

Second Amendment to  
Transportation Service Agreement – New Smyrna Beach

AMENDMENT No. 2 TO  
FIRM TRANSPORTATION SERVICE AGREEMENT

This Second Amendment to Firm Transportation Service Agreement (“Amendment No. 2”) is made and entered into this 27<sup>th</sup> day of October, 2025, by and between Florida Public Utilities Company, a corporation of the state of Florida (herein called “Shipper”) and Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called “Company” and jointly with Shipper called “Parties”) to amend certain provisions of the Firm Transportation Service Agreement dated August 25, 2017 between Company and Shipper, as previously amended.

**WITNESSETH**

**WHEREAS**, Company and Shipper are parties to that certain Firm Transportation Service Agreement entered into on August 25, 2017, and approved by the Florida Public Service Commission (“FPSC”) in Docket No. 20170193-GU (the “Agreement”), pursuant to which Company provides Shipper with firm transportation service in Volusia County, Florida; and

**WHEREAS**, by Amendment No. 1 To First Transportation Service Agreement, dated December 11, 2023 (herein called “Amendment No. 1”), the Parties amended the Agreement, which amendment was approved by the FPSC in Docket No. 20230135-GU; and

**WHEREAS**, the Parties desire to further amend the Agreement with this Amendment No. 2 To Firm Transportation Service Agreement (herein called “Amendment No. 2”) to add a new Point of Delivery to be constructed by Company, without any further change to the reservation rates;

**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, as amended.

AMENDMENT No. 2 TO  
FIRM TRANSPORTATION SERVICE AGREEMENT

2. Exhibit A to the Agreement is hereby superseded and replaced by Second Revised Exhibit A, which is attached to this Amendment No. 2.

3. The Parties agree that the rates shall remain as provided in Amendment No. 1 and all 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 this Amendment No. 2; or (b) the FPSC fails to address this Amendment No. 2 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 this Amendment No. 2, the rates, terms and conditions shall revert to the Amendment No.1 as approved by FPSC Docket No. 20230135-GU.

4. Except as modified by this Amendment No. 2, the Agreement, as amended by Amendment No. 1, shall remain unchanged and continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized officers or representatives effective as of the date first written above.

COMPANY:  
Peninsula Pipeline Company, Inc.

SHIPPER:  
Florida Public Utilities Company

By: Kevin Webber  
Kevin J. Webber

By: Jeff Sylvester  
Jeffrey S. Sylvester

Title: Senior Vice President  
& Chief Development Officer

Title: President and Chief  
Operating Officer

Date: 10/27/2025

Date: 10/27/2025

AMENDMENT No. 2 TO  
FIRM TRANSPORTATION SERVICE AGREEMENT

SECOND REVISED EXHIBIT A

TO

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

PENINSULA PIPELINE COMPANY, INC.

AND

FLORIDA PUBLIC UTILITIES COMPANY

Description of Transporter Delivery Point(s)

1. Interconnection with existing PPC pipeline at Pioneer Trail Road in Volusia County

Description of Point(s) of Delivery

1. Existing Pressure Regulator Station at the intersection of Turnbull Bay Road and Creek Shore Trail in Volusia County, FL
2. Existing Pressure Regulator Station at the intersection of Industrial Park Avenue and Turnbull Street in Volusia County, FL
3. New Point of Delivery at or near Glencoe Rd and Paige Avenue
4. New Point of Delivery at or near Bianca Drive and State Road A1A
5. New Point of Delivery at or near Whaler Drive and State Road ALA
6. New Point of Delivery at or near Mango Park
7. At or near of the intersection of Pioneer Trail and Junonia Blvd

MHTP:6%

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

Monthly Reservation Charge: [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 of  
Unauthorized Use