GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

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October 29, 2014

REDACTED

HAND DELIVERY

Ms. Carlotta Stauffer, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: **Docket 140189 -- Petition for approval of transportation service agreement for an extension in Nassau County with Florida Public Utilities Company, by Peninsula Pipeline Company, Inc.**

Dear Ms. Stauffer:

Enclosed for filing, please find the original and seven copies of Florida Public Utilities Company's and Peninsula Pipeline Company's Joint Request for Confidential Classification of certain information in the Companies' respective responses to Commission Staff's First Data Requests in the referenced docket. Enclosed, consistent with the Rule, are one highlighted and two redacted copies of the subject confidential information.

Please do not hesitate to contact me if you have any questions whatsoever regarding this filing.

Sincerely,

Beth Keating

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

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for Approval of Transportation Service Agreement for an extension in Nassau County with Florida Public Utilities Company, by Peninsula Pipeline Company, Inc.	)))))	DOCKET NO.	140189-GU
		FILED:	October 29, 2014

JOINT REQUEST OF FLORIDA PUBLIC UTILITIES COMPANY AND PENINSULA PIPELINE COMPANY FOR CONFIDENTIAL CLASSIFICATION

Florida Public Utilities Company ("FPUC") and Peninsula Pipeline Company, Inc., ("Peninsula")(jointly herein "Companies") by and through the undersigned counsel, pursuant to Section 366.093, Florida Statutes, and consistent with Rule 25-22.006(4), Florida Administrative Code, hereby submit their Joint Request for Confidential Classification for information contained in their respective responses to Commission Staff's First Data Requests, issued to the Companies on October 17, 2014, as well as information contained in Attachment 2 to the Responses provided by Peninsula. In support thereof, the Companies hereby states:

1. The Companies seek confidential classification of the highlighted rates and terms in the Companies' respective responses to the Staff's Data Requests, which represent contractual information that both Peninsula and FPUC treat as proprietary confidential business information consistent with the definition of that term in Section 366.093, Florida Statutes, as well as cost information that Peninsula also considers proprietary confidential business information.

2. The information for which the Companies seek confidential classification is information that 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.

3. Specifically, the Companies seek confidential classification of the highlighted information in Peninsula's response to data requests 1 (page 1), 5 (page 2), 8 (page 3), and Attachment 2, and in FPUC's response to data request 15 (page 2). With regard to Attachment 2, the Companies seek confidential classification of the highlighted information in all lines for the columns "Contracted Capacity," "Annual Reservation Charge," "Rate per Dt of Capacity," "Fuel Retention Percentage," "Miles of Pipe," "Size of Pipe," and "Total Const. Cost." The information represents contractual terms and related cost information that, if disclosed, could impair both Companies' ability to contract for goods and services, could impair Peninsula's competitive interests, and could result in harm, ultimately, to FPUC's ratepayers. The information at issue, therefore, falls within Section 366.093(3)(d) and (e), Florida Statutes.

4. Included with this Request are highlighted copies of the Companies' responses, including Attachment 2, reflecting the confidential information. Also enclosed are two redacted copies of the referenced information.

5. The Companies ask that confidential classification be granted for a period of at least 18 months. Should the Commission determine that it no longer needs to retain the information, the Companies respectfully request that the confidential information be returned to the respective Company.

WHEREFORE, FPUC and Peninsula respectfully request that the highlighted information contained in FPUC's and Peninsula's responses to Commission Staff's First Set of Data Requests, including Attachment 2 thereto, be classified as "proprietary confidential business information," and thus, exempt from Section 119.07, Florida Statutes.

RESPECTFULLY SUBMITTED this 29th day of October, 2014.

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

Peninsula Pipeline Company's
Response to Staff's First Data Request 1-11
FPSC Docket No. 140189-GU

1. What is the cost to Peninsula to run the 4.6 mile line extension (including any necessary appurtenances) to the two additional custody transfer points at or near the Nassau County Government Complex and at or near the East Nassau Employment Center? Please include a general description of the types of costs that will be incurred (*e.g.*, materials, labor, permitting, secure right-of-way, etc.)

   Response:

   Peninsula is proposing to construct a 4.6 mile, 6" steel pipeline extending from the existing "Fernandina Beach Line" (jointly owned by Peninsula and TECO Peoples Gas) generally along William Burgess Road from US 17 to the I-95, SR 200 interchange. The total construction cost for the extension is approximately [redacted] The types of costs associated with this extension include, but are not limited to the following:

   Materials – 6" FBE Steel, weld fittings, valves, F1 Kits, Rectifier
   Interconnection tap between the existing pipeline and the extension, meter, etc
   Custody Transfer Points to interconnect the Peninsula pipeline to the FPU distribution system
   Labor - Contract and internal
   Permits (county, DOT & railroad), Surveys (physical & environmental),
   Gas control and pressure regulating devices
   Miscellaneous equipment

2. Will Peninsula need to obtain approval from any other state or local agencies to construct the line extension? If the answer is affirmative, please provide a brief description of the approvals that will be required.

   Response:

   Peninsula is required to obtain permits from the Florida DOT and Nassau County to install the pipeline and related facilities in the respective public rights-of-way. In addition a crossing permit is required from CSX Railroad. All required permits have been received.

3. When does Peninsula anticipate that construction of the line extension will commence and what is the estimated completion date?

   Response:

   Peninsula anticipates the construction of this line extension to commence in the 4th quarter of 2014 with an estimated completion date in the 2nd quarter of 2015.

4. Please describe the manner in which Peninsula will recover its costs associated with the 4.6 mile line extension.

   Response:

Peninsula will recover the cost associated with the pipeline extension through a monthly reservation charge, billed to FPU, as detailed on Exhibit A to the agreement.

5. Please identify and explain the types of costs that the monthly reservation charge as shown on Exhibit A to the agreement is designed to recover.

   Response:

   Peninsula has an existing Transportation Service Agreement with FPU for the transportation of up to [redacted] dt/day on the "Fernandina Beach Line". The proposed pipeline extension would enable FPU to utilize its existing capacity access to the Fernandina Beach Line to deliver gas on the pipeline extension. The monthly reservation charge, as shown in Exhibit A to the agreement, is designed to recover Peninsula's investment and the operational costs associated with the extension. Those costs include, but are not limited to, design engineering, permitting, material and installation costs associated with constructing the pipeline and related facilities, on-going maintenance costs to meet PHMSA compliance and safety requirements, property taxes, gas control and Peninsula's return on investment.

6. Please provide the basis for the derivation of the Unauthorized Use Rate shown in Exhibit A to the agreement.

   Response:

   The Unauthorized Use Rate, as shown in Exhibit A is, was incorporated as provided in Sheet No. 20 of Peninsula's approved Natural Gas Transmission Pipeline Tariff. The $4,275 per day value is consistent with the current approved Peninsula Transportation Service Agreement with FPU. The rate is intended to protect Peninsula from unauthorized use penalties that could be assessed to Peninsula from upstream pipelines (in this case TECO Peoples Gas) in the event FPU exceeded its delivery limits into Peoples Gas for transport to Peninsula's pipeline. It should be noted that Peninsula does not have a profit opportunity related to any assessed Unauthorized Use Penalties resulting from FPU actions. Sheet 23 of Peninsula's tariff describes the company's Operational Balancing Account provisions. Any penalty charges (or credits) received by Peninsula from upstream transporters, resulting from the actions of FPU, would be billed or credited to the applicable Shipper, in this case FPU.

   The Unauthorized Use Rate in the original approved agreement between Peninsula and FPU for delivery on the "Fernandina Beach Line" covers all deliveries into the Peninsula system and is somewhat redundant in its application to the proposed extension agreement. Including it in the proposed agreement does not alter the original agreement or subject FPU to additional penalty risk beyond the terms already in force. Peninsula has never received or assessed such a penalty.

7. Please refer to Sections 7.1 and 7.2 of the agreement and to Exhibit A. Please clarify whether Exhibit A shows Points of Delivery rather than Delivery Points. Also, please explain whether Exhibit A to the agreement should list the Delivery Points and the Points of Delivery; as an illustrative example showing both, please see Original Sheet No. 36 in Volume No. 1 of Peninsula's approved tariff.

Response:

Peninsula is tapping the jointly owned "Fernandina Beach Line" and interconnecting the proposed extension pipeline. The interconnection with the joint pipeline is technically not a Delivery Point in that we are connecting to a Peninsula owned pipeline. However, given that the pipeline is jointly owned with TECO we defined the interconnection tap point (Radio Road and SR17) as a Delivery Point. Downstream of the interconnection Peninsula will construct two Points of Delivery with FPU. Exhibit A shows one Delivery Point and two Points of Delivery. The remaining interconnection points should be identified as "Points of Delivery" under the Peninsula tariff. Item No. 2 (at or near the Nassau County Government Complex) is the first proposed custody transfer point between Peninsula Pipeline and FPUC's distribution system. Item No. three (at or near the intersection of I-95 and SR200) is the second proposed custody transfer point between Peninsula Pipeline and FPUC's distribution system.

8. On page 6 of the petition, paragraph 13, Peninsula states that the rates in the agreement are consistent with a "market rate" in that they are within the range of rates set forth in similar agreements between Peninsula and other customers. Please provide an analysis to support this statement, and identify the similar agreements.

Response:

The "market rate" referred to on page 6 of the petition, paragraph 13, is determined based on the investment and operational costs specific to each project. Peninsula does not operate an interconnected pipeline system. Peninsula's intrastate pipelines are typically designed to serve a single customer in a given location with a particular set of design conditions (pipe size, pressure, delivery quantity capabilities, etc.). Each project exhibits its own unique installation characteristics; pipe size and thickness, distance of the installation, construction conditions, permitting scope, regulation and metering facilities, on-going operational issues, etc. Peninsula establishes rates that are designed to recovery its cost to serve given the specific considerations of each project. The rates are market based in that they are subject to negotiation and designed to reflect reasonable cost recovery for the specific projects as opposed to a standard tariff rate per Dt. In addition, the pipeline capacity MDTQ's established in the respective Peninsula Transportation Service Agreements are typically established at the same MDTQ levels as the upstream pipeline interconnected to Peninsula. For example, the total transportation capacity held by Peninsula across the Peoples Gas System [redacted] dt/day, which is the same quantity held

by FPU across the Peninsula system in Nassau County. While it is possible to calculate a "rate" per Dt for each Peninsula customer, the dissimilarity in project scope and capacity quantities makes a project by project comparison somewhat meaningless. See Attachment 2 for comparison information.

9. Please refer to the monthly reservation charge and the total MDTQ quantities (confidential) shown in Exhibit A to the agreement. When one performs a calculation to arrive at a basic per-unit cost (*e.g.*, $/Dt), the resulting quotient is a significantly different value from the corresponding value presented by Peninsula in its Exhibit A to the agreement filed with the petition in Docket No. 140190-GU. Please describe the reasons for the significant difference between the two values. In responding to this question, it might be helpful to refer to staff's Questions 9 and 10 in Staff's First Data Request in Docket No. 140190-GU.

   Response:
   As noted above, the primary reasons for the difference in the two values are the construction conditions associated with each project and the upstream pipeline capacity quantity limits into Peninsula. The pipeline being proposed in this docket is a 6 inch pipe and is being installed in an area of public right of way that is primarily in open space. The pipeline being installed in Docket No. 140190-GU is a 12 inch pipe being installed in a highly congested, privately owned, asphalt surrounded property. Additionally, due to the location and intended use of the pipeline proposed in Docket No. 140190-GU, it must be designed to the same standard as the existing 12 inch lateral to which it is being interconnected. Therefore, the materials and construction costs associated with the project addressed in Docket No. 140190-GU are somewhat higher than those at issue in this docket.

10. Please explain the significance of the last sentence in footnote 1 to Exhibit A of the agreement.

   Response:
   The footnote recognizes that this agreement, as structured, is dependent upon the installed facilities and the original, underlying agreement between FPU and Peninsula for extension of service into Nassau County. The footnote is meant to acknowledge there are no duplicative charges from the original agreement , but that, to the extent that the contemplated facility is an extension that runs off the original line, this extension could (and should) be considered another contractually recognized location for purposes of handing gas off from PPC to FPU.

11. Please provide a map showing the location(s) of the planned Peninsula facilities.

<u>Response:</u>
See Attachment 1

Peninsula Pipeline Company's
Response to Staff's First Data Request 1-11
FPSC Docket No. 140189-GU

1. What is the cost to Peninsula to run the 4.6 mile line extension (including any necessary appurtenances) to the two additional custody transfer points at or near the Nassau County Government Complex and at or near the East Nassau Employment Center? Please include a general description of the types of costs that will be incurred (*e.g.*, materials, labor, permitting, secure right-of-way, etc.)

   Response:

   Peninsula is proposing to construct a 4.6 mile, 6" steel pipeline extending from the existing "Fernandina Beach Line" (jointly owned by Peninsula and TECO Peoples Gas) generally along William Burgess Road from US 17 to the I-95, SR 200 interchange. The total construction cost for the extension is approximately [redacted] The types of costs associated with this extension include, but are not limited to the following:

   Materials – 6" FBE Steel, weld fittings, valves, F1 Kits, Rectifier
   Interconnection tap between the existing pipeline and the extension, meter, etc
   Custody Transfer Points to interconnect the Peninsula pipeline to the FPU distribution system
   Labor - Contract and internal
   Permits (county, DOT & railroad), Surveys (physical & environmental),
   Gas control and pressure regulating devices
   Miscellaneous equipment

2. Will Peninsula need to obtain approval from any other state or local agencies to construct the line extension? If the answer is affirmative, please provide a brief description of the approvals that will be required.

   Response:

   Peninsula is required to obtain permits from the Florida DOT and Nassau County to install the pipeline and related facilities in the respective public rights-of-way. In addition a crossing permit is required from CSX Railroad. All required permits have been received.

3. When does Peninsula anticipate that construction of the line extension will commence and what is the estimated completion date?

   Response:

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4. Please describe the manner in which Peninsula will recover its costs associated with the 4.6 mile line extension.

   Response:

Peninsula will recover the cost associated with the pipeline extension through a monthly reservation charge, billed to FPU, as detailed on Exhibit A to the agreement.

5. Please identify and explain the types of costs that the monthly reservation charge as shown on Exhibit A to the agreement is designed to recover.

   __Response:__
   Peninsula has an existing Transportation Service Agreement with FPU for the transportation of up to [redacted] dt/day on the "Fernandina Beach Line". The proposed pipeline extension would enable FPU to utilize its existing capacity access to the Fernandina Beach Line to deliver gas on the pipeline extension. The monthly reservation charge, as shown in Exhibit A to the agreement, is designed to recover Peninsula's investment and the operational costs associated with the extension. Those costs include, but are not limited to, design engineering, permitting, material and installation costs associated with constructing the pipeline and related facilities, on-going maintenance costs to meet PHMSA compliance and safety requirements, property taxes, gas control and Peninsula's return on investment.

6. Please provide the basis for the derivation of the Unauthorized Use Rate shown in Exhibit A to the agreement.

   __Response:__
   The Unauthorized Use Rate, as shown in Exhibit A is, was incorporated as provided in Sheet No. 20 of Peninsula's approved Natural Gas Transmission Pipeline Tariff. The $4,275 per day value is consistent with the current approved Peninsula Transportation Service Agreement with FPU. The rate is intended to protect Peninsula from unauthorized use penalties that could be assessed to Peninsula from upstream pipelines (in this case TECO Peoples Gas) in the event FPU exceeded its delivery limits into Peoples Gas for transport to Peninsula's pipeline. It should be noted that Peninsula does not have a profit opportunity related to any assessed Unauthorized Use Penalties resulting from FPU actions. Sheet 23 of Peninsula's tariff describes the company's Operational Balancing Account provisions. Any penalty charges (or credits) received by Peninsula from upstream transporters, resulting from the actions of FPU, would be billed or credited to the applicable Shipper, in this case FPU.

   The Unauthorized Use Rate in the original approved agreement between Peninsula and FPU for delivery on the "Fernandina Beach Line" covers all deliveries into the Peninsula system and is somewhat redundant in its application to the proposed extension agreement. Including it in the proposed agreement does not alter the original agreement or subject FPU to additional penalty risk beyond the terms already in force. Peninsula has never received or assessed such a penalty.

7. Please refer to Sections 7.1 and 7.2 of the agreement and to Exhibit A. Please clarify whether Exhibit A shows Points of Delivery rather than Delivery Points. Also, please explain whether Exhibit A to the agreement should list the Delivery Points and the Points of Delivery; as an illustrative example showing both, please see Original Sheet No. 36 in Volume No. 1 of Peninsula's approved tariff.

Response:

Peninsula is tapping the jointly owned "Fernandina Beach Line" and interconnecting the proposed extension pipeline. The interconnection with the joint pipeline is technically not a Delivery Point in that we are connecting to a Peninsula owned pipeline. However, given that the pipeline is jointly owned with TECO we defined the interconnection tap point (Radio Road and SR17) as a Delivery Point. Downstream of the interconnection Peninsula will construct two Points of Delivery with FPU. Exhibit A shows one Delivery Point and two Points of Delivery. The remaining interconnection points should be identified as "Points of Delivery" under the Peninsula tariff. Item No. 2 (at or near the Nassau County Government Complex) is the first proposed custody transfer point between Peninsula Pipeline and FPUC's distribution system. Item No. three (at or near the intersection of I-95 and SR200) is the second proposed custody transfer point between Peninsula Pipeline and FPUC's distribution system.

8. On page 6 of the petition, paragraph 13, Peninsula states that the rates in the agreement are consistent with a "market rate" in that they are within the range of rates set forth in similar agreements between Peninsula and other customers. Please provide an analysis to support this statement, and identify the similar agreements.

Response:

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by FPU across the Peninsula system in Nassau County. While it is possible to calculate a "rate" per Dt for each Peninsula customer, the dissimilarity in project scope and capacity quantities makes a project by project comparison somewhat meaningless. See Attachment 2 for comparison information.

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Response:
As noted above, the primary reasons for the difference in the two values are the construction conditions associated with each project and the upstream pipeline capacity quantity limits into Peninsula. The pipeline being proposed in this docket is a 6 inch pipe and is being installed in an area of public right of way that is primarily in open space. The pipeline being installed in Docket No. 140190-GU is a 12 inch pipe being installed in a highly congested, privately owned, asphalt surrounded property. Additionally, due to the location and intended use of the pipeline proposed in Docket No. 140190-GU, it must be designed to the same standard as the existing 12 inch lateral to which it is being interconnected. Therefore, the materials and construction costs associated with the project addressed in Docket No. 140190-GU are somewhat higher than those at issue in this docket.

10. Please explain the significance of the last sentence in footnote 1 to Exhibit A of the agreement.

Response:
The footnote recognizes that this agreement, as structured, is dependent upon the installed facilities and the original, underlying agreement between FPU and Peninsula for extension of service into Nassau County. The footnote is meant to acknowledge there are no duplicative charges from the original agreement , but that, to the extent that the contemplated facility is an extension that runs off the original line, this extension could (and should) be considered another contractually recognized location for purposes of handing gas off from PPC to FPU.

11. Please provide a map showing the location(s) of the planned Peninsula facilities.

Response:
See Attachment 1

12. Did FPUC issue a Request for Proposals (RFP) to obtain construction cost estimates for the line extension from other entities? If the answer is affirmative, please identify all respondents to the RFP and provide an explanation regarding why their proposals were rejected. If the answer is negative, please state why FPUC did not solicit competitive bids.

Response:

FPUC did not issue a Request for Proposal (RFP) to obtain construction cost estimates from other entities for this line extension. This project is an extension from an existing Peninsula pipeline for which FPU already has an existing transportation Service Agreement with Peninsula. The capacity quantity held by FPU on the existing Peninsula pipeline is the same capacity that will be used to deliver gas to the proposed pipeline extension. Operationally, it is not practical to insert another pipeline operator for a relatively small extension.

13. Did FPUC consider building the facilities itself in lieu of contracting with Peninsula? If the answer is affirmative, please provide an estimate of what the costs to FPUC would be if it were to undertake the project itself.

Response:

Historically, transmission laterals in Florida to serve areas without natural gas service were constructed by the FERC regulated interstate pipeline companies. LDC's would either contract for additional interstate pipeline capacity in sufficient quantities, usually over a twenty-year term, to enable the pipeline to recover its costs or directly reimburse the transmission pipeline for its construction costs. The pipeline capacity costs were recovered from all customers through the LDC's PGA cost recovery mechanism or an allocation of pipeline capacity costs to transporting Shippers transporting gas for retail customers to the LDC's system. Several years ago the FERC pipelines discontinued building small diameter lateral pipelines (and sold many existing laterals, such as the Riviera Beach lateral purchased by FPU) due to increasing maintenance requirements. The laterals to serve new areas are generally larger diameter pipe and longer distance than typical LDC expansion projects. The economic construction of such laterals by LDC's to serve new areas is usually challenging under the existing LDC tariff extension of facilities policies.

Intrastate transmission companies, as contemplated by Chapter 368, were originally conceived, in part, to provide a statutorily approved intrastate pipeline option to extend service to new areas. The intrastate pipeline charges for transportation service would replace those historically charged by FERC interstate pipelines. The intrastate charges would be recoverable through the LDC's PGA from all customers, just as the interstate charges are recovered.

FPU evaluated the cost recovery of constructing the original Nassau County transmission pipeline within the LDC. The original project was constructed through Peninsula to ensure that the cost of expanding gas service to a previously unserved area would be spread among all customers,

consistent with the Commission's historic cost recovery practice for interstate pipeline expansion costs. FPUC plans to recover charges from Peninsula for the current expansion project in the same manner.

14. How does FPUC plan to recover its payments to Peninsula pursuant to the agreement?

Response:

As noted above, FPUC will seek to recover its payments to Peninsula through its PGA mechanism.

15. Will FPUC seek to recover the payments to Peninsula through the PGA? If the answer is affirmative, what is the projected $/therm impact to the PGA factor in 2016?

Response:

The Company will seek to recover the payments to Peninsula through PGA. Historically, the Commission has allowed recovery, through the clause, of upstream transmission pipeline capacity, transportation and related supply costs associated with service expansions to new areas. The Commission reviewed and approved the Company's agreements with both PPC and TECO/PGS to bring natural gas service to Nassau County.

The Company has already included the costs of existing interstate and intrastate capacity agreements, as well as the increased costs for gas supply regarding William Burgess in the Company's 2015 PGA projections. The projected annual impact to the 2016 PGA factor will be [redacted]therm

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Intrastate transmission companies, as contemplated by Chapter 368, were originally conceived, in part, to provide a statutorily approved intrastate pipeline option to extend service to new areas. The intrastate pipeline charges for transportation service would replace those historically charged by FERC interstate pipelines. The intrastate charges would be recoverable through the LDC's PGA from all customers, just as the interstate charges are recovered.

FPU evaluated the cost recovery of constructing the original Nassau County transmission pipeline within the LDC. The original project was constructed through Peninsula to ensure that the cost of expanding gas service to a previously unserved area would be spread among all customers,

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The Company has already included the costs of existing interstate and intrastate capacity agreements, as well as the increased costs for gas supply regarding William Burgess in the Company's 2015 PGA projections. The projected annual impact to the 2016 PGA factor will be [redacted]therm

Attachment 2
Peninsula's Response to Staff's First Data Request
Docket No. 140189 & 140190
Response to Questions 8

Similar Customers - LDC	Contracted Capacity (Dt/Day)	Annual Reservation Charge	Rate per Dt of Capacity	Fuel Retention Percentage	Miles of Pipe	Size of Pipe	Total Const. Cost
Port of Palm Beach (Docket No. 140190)	[redacted]						
FPUC - Riviera Lateral							[redacted]
Palm Beach Port Combined **							
William Burgess (Docket No. 140189)	[redacted]						
FPUC - Nassau County *	[redacted]						
Nassau County Combined							
Florida City Gas - Sebastian	[redacted]						

* The Annual Reservation Charge shown is net of required payment from Peninsula to PGS for Transportation Service through PGS' distribution system.

[redacted]

Attachment 2
Peninsula's Response to Staff's First Data Request
Docket No. 140189 & 140190
Response to Questions 8

Similar Customers - LDC	Contracted Capacity (Dt/Day)	Annual Reservation Charge	Rate per Dt of Capacity	Fuel Retention Percentage	Miles of Pipe	Size of Pipe	Total Const. Cost
Port of Palm Beach (Docket No. 140190)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
FPUC - Riviera Lateral	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Palm Beach Port Combined **	[redacted]	[redacted]	[redacted]	[redacted]			
William Burgess (Docket No. 140189)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
FPUC - Nassau County *	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Nassau County Combined	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Florida City Gas - Sebastian	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	

* The Annual Reservation Charge shown is net of required payment from Peninsula to PGS for Transportation Service through PGS' distribution system.

[redacted]