

July 7, 2022

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

**BY E-PORTAL**

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

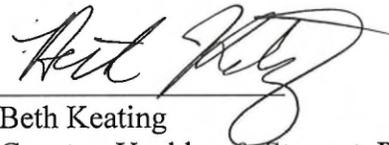
Re: Docket No. 20220123-GU: Petition for Approval of Transportation Service Agreement to reflect Expansion of St. Cloud by Florida Public Utilities Company and Peninsula Pipeline Company, Inc.

Dear Mr. Teitzman:

Attached for electronic filing, please find the Amended Petition for Approval of Transportation Service Agreement. This document amends the Petition on July 6, 2022. The only change reflected herein is to correct the title of the Petition itself to reflect that the Agreement is between Peninsula Pipeline Company and Florida Public Utilities Company. The remainder of the filing made on July 6, 2022, was otherwise correct.

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

Sincerely,



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

Cc: Office of Public Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Transportation ) DOCKET NO. 20220123-GU  
Service Agreement to reflect Expansion of St. Cloud )  
by Florida Public Utilities Company and Peninsula )  
Pipeline Company, Inc. ) FILED: July 7, 2022  
)

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

Peninsula Pipeline Company, Inc. ("PPC" or "Company"), by and through its undersigned counsel, hereby files this Petition seeking approval of a Firm Transportation Service Agreement ("Agreement") between the Company and Florida Public Utilities Company (FPUC), which is attached hereto as Attachment A. The Agreement contemplates that Peninsula will construct 23,232 feet of 4-inch steel line and a new district regulator station and provide transportation service on this new line, which will enable FPUC to serve all of the Twin Lakes Community once it is fully constructed. The new project will also support FPUC's system in this growing area of the state through an additional interconnect with Florida Gas Transmission Company's ("FGT") system, enabling FPUC to serve new customers in other areas of Osceola County. In support of this request, the Company hereby states:

1. The name and mailing address of the Petitioner is:

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

2. The names and mailing addresses of the persons authorized to receive notices and

## Petition for Approval of Transportation Service Agreement

communications with respect to this joint petition are:

Beth Keating, Esq. Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601 Tallahassee, FL 32301 <a href="mailto:bkeating@gunster.com">bkeating@gunster.com</a> (850) 521-1706	Matt Everngam Director-Regulatory Affairs 500 Energy Lane Dover, DE 19901 <a href="mailto:MEverngam@chpk.com">MEverngam@chpk.com</a>
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3. FPUC owns and operates natural gas distribution facilities in Florida and is a natural gas public utility subject to the Commission's regulatory jurisdiction under Chapter 366, Florida Statutes. PPC is an intrastate natural gas transmission company as defined in Section 368.103, Florida Statutes. FPUC and PPC are both corporate subsidiaries of Chesapeake Utilities Corporation.

4. The Petitioners are unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Petitioners' requests set forth herein do not involve reversal or modification of a Commission decision or proposed agency action. This is a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

### I. BACKGROUND

5. By Order No. PSC-07-1012-TRF-GP, issued December 21, 2007, the Commission approved PPC'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 PPC's operations in the State.<sup>1</sup> Pursuant to PPC's tariff on file with the

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<sup>1</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 368.101, et seq.*

## Petition for Approval of Transportation Service Agreement

Commission, as well as Order No. PSC-07-1012-TRF-GP, PPC is allowed to undertake certain projects without express Commission approval. It 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>2</sup>

6. FPUC is, as noted, a subsidiary of Chesapeake Utilities Corporation (“CUC”), a Delaware corporation authorized to conduct business in Florida. Because both PPC and FPUC are owned and/or controlled by CUC, PPC 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) of PPC’s tariff.

## **II. ST.CLOUD AGREEMENT**

7. With regard to review of the Agreement under the standard set forth in Section 368.105, Florida Statutes, the Company submits that the Agreement withstands review under the seminal case for review of affiliate transactions, because the rate charged under this Agreement is not "inherently unfair" or in excess of the going market rate. Specifically, this Agreement has been necessitated by a request for service by FPUC, as discussed in greater detail below, the project will enable FPUC to reinforce the St. Cloud distribution system, expand service to new customers in

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<sup>2</sup> Peninsula Pipeline Company, Inc., Intrastate Pipeline Tariff, Original Vol. 1, Sheet No. 12, Section 4

## Petition for Approval of Transportation Service Agreement

this area in Osceola County, and provides capability to expand to future customers in St. Cloud with this expansion.

8. The overall scope of the project contemplates PPC will utilize an existing city gate with FGT, from this city gate PPC will construct of 23,232 feet of 4-inch steel pipe, and a new district regulator station. FPUC will proceed to construct 1,320 feet of 6-inch plastic pipe. The project's location is shown on the Project Map attached hereto as Attachment B. The project will utilize an existing city gate interconnection with FGT that is on Missouri Ave. From that interconnect, PPC will construct a total of 23,232 feet of 4-inch steel pipe going south following Missouri Ave, west along Fertic Road, and then south following Canoe Creek Road to where this road intersects with Nolte Road. From this intersection, PPC will continue building the line eastward along Nolte Road. This line will then conclude at an interconnection with a district regulator station constructed by PPC. The new station will be located at the intersection of Nolte Road and Hickory Tree Road. From this station FPUC will construct 1,320 feet of 6-inch plastic line along Hickory Tree Road.

9. This project route provides the largest benefit to the area, to FPUC, and its customers because it would allow FPUC to reach new customers in the County. Completion of this project will allow FPUC to serve new customers in the Twin Lakes Community, while also reinforcing the St. Cloud distribution system. The construction of this project is necessary as the existing infrastructure is not capable of serving Twin Lakes when the Community's when full build out is complete. In order to serve the completed Twin Lakes Community, additional supply will be necessary. In addition, the location and route of the PPC system and its interconnect will reinforce FPUC's St. Cloud distribution system with an additional source of interstate gas and will also allow for the potential to provide service to future customers in Osceola County.

## Petition for Approval of Transportation Service Agreement

10. As noted, the largest customer that will be served by the project will be the Community of Twin Lakes. The community, when completed, will consist of approximately 1,400 homes when all phases of development are complete, with an expected 200 homes ready for service at the completion of the project. Other commercial customers are also expected to be picked up along the path of the PPC portion of the project by FPUC. Additionally, the location of the PPC portion of the system will position the Company to be able to serve expected growth in the area. Outside of the Twin Lakes Community, there are several housing developments that are expected to be built in the immediate area. FPUC is in discussions with these Developers to serve future communities once they are ready for service. The project will position the FPUC to provide service to these future projects when they are complete.

### **III. CONCLUSION**

11. The Petitioners believe that the proposed Agreement will enhance FPUC's ability to provide and expand natural gas service for the growing areas in and around St. Cloud in Osceola County, Florida. The proposed projects addressed by the proposed Agreement will enhance delivery of natural gas to areas in Osceola County. As such, the Petitioners assert that the proposed Agreement is in the public interest.

12. The rates in the contract between FPUC and Peninsula meet the requirements of Section 368.105(3), Florida Statutes, and the contract containing those rates is consistent with Order Nos. PSC-06-002-3DS-GP and PSC-07-1012-TRF-GP and with Peninsula's tariff on file with the Commission. Moreover, the rates set forth therein are consistent with a "market rate" in that they are within the range of the rates set forth in similar agreements between Peninsula and other customers, including the agreement between FPUC and Peninsula for a project in Polk County, approved by the Commission by Order No. 2019-0356-PAA-GU, issued August 23, 2019, in

Petition for Approval of Transportation Service Agreement

Docket No.20190128-GU. Likewise, the rates are not otherwise "inherently unfair," as proscribed by the Court in the GTE Florida v. Deason decision. As such, the Company asks that the Agreement be approved.

**WHEREFORE**, Peninsula Pipeline Company, Inc., respectfully request that the Commission:

1. approve the Transportation Service Agreement ("St. Cloud Expansion") between Peninsula Pipeline Company, Inc., and Florida Public Utilities Company; and
2. Grant any other such relief as the Commission may deem appropriate.

RESPECTFULLY SUBMITTED this 7th day of July, 2022.



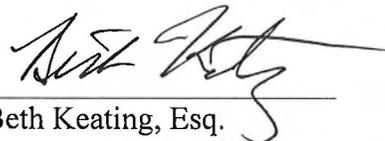
Beth Keating, Esq  
Gunster, Yoakley & Stewart, P.A.  
215 S. Monroe St., Ste 601  
Tallahassee, FL 32301  
(850) 521-1706

Petition for Approval of Transportation Service Agreement

CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Petition has been served upon the following by U.S. Mail this 7th day of July, 2022:

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



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

ATTACHMENT A  
Transportation Agreement

PENINSULA PIPELINE COMPANY, INC.  
FIRM TRANSPORTATION SERVICE AGREEMENT

**THIS AGREEMENT** entered into this 20<sup>th</sup> day of June, 2022, by and between Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called "Company"), and Florida Public Utilities Corporation, a corporation of the State of Florida (herein called "Shipper").

**WITNESSETH**

**WHEREAS**, Shipper desires to obtain Firm Transportation Service ("FTS") from Company; and

**WHEREAS**, Company desires to provide Firm Transportation Service to Shipper in accordance with the terms hereof; and

**WHEREAS**, Company intends to construct an intrastate pipeline on behalf of Shipper, the origin of which will be a modified gate station with Florida Gas Transmission and the terminus of which will be the end of the existing Florida Public Utilities distribution system, allowing for Shipper's distribution meter to be placed into service near the intersection of Nolte Road and Hickory Tree Road (the "Pipeline").

**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:

**ARTICLE I**  
**DEFINITION**

Unless otherwise defined in this Agreement, all definitions for terms used herein have the same meaning as provided in Company's Tariff.

"In-Service Date" means the date that PPC has commenced commercial operations of the Pipeline and that construction has been completed and that the Pipeline has been inspected and tested as required by applicable law.

"Targeted In-Service Date" means the approximately 6 months after construction has begun or a date mutually agreed to by the Parties.

**ARTICLE II**  
**QUANTITY & UNAUTHORIZED USE**

2.1 The Maximum Daily Transportation Quantity ("MDTQ") and the Maximum Hourly Transportation Percentage ("MHTP") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of Gas,

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expressed in Dekatherms, which Company is obligated to transport on a firm basis and make available for delivery for the account of Shipper under this Agreement on any one Gas Day.

2.2 If, on any Day, Shipper utilizes transportation quantities, as measured at the Point(s) of Delivery, in excess of the established MDTQ, as shown on Exhibit A, such unauthorized use of transportation quantities (per Dekatherm) shall be billed at a rate of 2.0 times the rate to be charged for each Dekatherm of the MDTQ as set forth on Exhibit A of this Agreement.

**ARTICLE III**  
**FIRM TRANSPORTATION SERVICE RESERVATION**  
**CHARGE**

3.1 The Monthly Reservation Charge for Firm Transportation Service provided under this Agreement shall be as set forth on Exhibit A of this Agreement and shall be charged to Shipper beginning on the In-Service Date, and shall thereafter be assessed in accordance with the terms and conditions set forth herein.

3.2 The parties agree to execute and administratively file with the Commission an affidavit, in the form provided in Company's Tariff to comply with the provisions of the Natural Gas Transmission Pipeline Intrastate Regulatory Act.

3.3 If, at any time after the Execution Date (as herein defined) and throughout the term of this Agreement, the Company is required by any Governmental Authority (as that term is defined in Section 9.10) asserting jurisdiction over this Agreement and the transportation of Gas hereunder, to incur additional tax charges (including, without limitation, income taxes and property taxes) with regard to the service provided by Company under this Agreement, then Shipper's Monthly Reservation Charge shall be adjusted and Exhibit A updated accordingly, and the new Monthly Reservation Charge shall be implemented immediately upon the effective date of such action. If Shipper does not agree to the adjusted Monthly Reservation Charge, Company shall no longer be required to continue to provide the service contemplated in this Agreement should an action of a Governmental Authority result in a situation where Company otherwise would be required to provide transportation service at rates that are not just and reasonable, and in such event the Company shall have the right to terminate this Agreement pursuant to the conditions set forth in Section D of the Rules and Regulations of Company's Tariff.

3.4 If, at any time after the Execution Date (as herein defined) and throughout the term of this Agreement, the Company is required by any Governmental Authority (as that term is defined in Section 9.10) asserting jurisdiction over this Agreement and the transportation of Gas hereunder, to incur additional capital expenditures with regard to the service provided by Company under this Agreement, other than any capital expenditures required to provide transportation services to any other customer on the pipeline system

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serving Shipper's facility, but including, without limitation, mandated relocations of Company's pipeline facilities serving Shipper's facility and costs to comply with any changes in pipeline safety regulations, then Shipper's Monthly Reservation Charge shall be adjusted and Exhibit A updated accordingly, and the new Monthly Reservation Charge shall be implemented immediately upon the effective date of such action. If Shipper does not agree to the adjusted Monthly Reservation Charge, Company shall no longer be required to continue to provide the service contemplated in this Agreement should an action of a Governmental Authority result in a situation where Company otherwise would be required to provide transportation service at rates that are not just and reasonable, and in such event the Company shall have the right to terminate this Agreement pursuant to the conditions set forth in Section D of the Rules and Regulations of Company's Tariff.

**ARTICLE IV**  
**TERM AND TERMINATION**

4.1 Subject to all other provisions, conditions, and limitations hereof, this Agreement shall be effective upon its date of execution by both parties (the "Execution Date") and shall continue in full force for an initial period of twenty (20) years from the In-Service Date ("Initial Term"). Thereafter, the Agreement shall be extended on a year to year basis (each a "Renewed Term" and, all Renewed Terms together with the Initial Term, the "Current Term"), unless either party gives written notice of termination to the other party, not less than (90) days prior to the expiration of the Current Term. This Agreement may only be terminated earlier in accordance with the provisions of this Agreement and the parties' respective rights under applicable law.

4.2 No less than 120 days before expiration of the Current Term, either party may request the opportunity to negotiate a modification of the rates or terms of this Agreement to be effective with the subsequent Renewed Term. Neither Party is obligated to, but may, agree to any mutually acceptable modification to the Agreement for the subsequent Renewed Term. In the event the parties reach agreement for a modification to the Agreement for the subsequent Renewed Term, such agreed upon modification ("Agreement Modification") shall be set forth in writing and signed by both parties prior to the expiration of the Current Term.

4.3 Any portion of this Agreement necessary to resolve monthly balancing and operational controls under this Agreement, pursuant to the Rules and Regulations of Company's Tariff, shall survive the other parts of this Agreement until such time as such monthly balancing and operational controls have been resolved.

4.4 In the event Shipper fails to pay for the service provided under this Agreement or otherwise fails to meet Company's standards for creditworthiness set forth in Section C of the Rules and Regulations of the Company's Tariff or otherwise violates the Rules and Regulations of Company's Tariff, or defaults on this Agreement, Company shall have the right to terminate this Agreement pursuant to the conditions set forth in Section D of the Rules and Regulations of Company's Tariff.

PENINSULA PIPELINE COMPANY, INC.  
FIRM TRANSPORTATION SERVICE AGREEMENT  
**ARTICLE V**

**COMPANY'S TARIFF PROVISIONS**

5.1 Company's Tariff approved by the Commission, including any amendments thereto approved by the Commission during the term of this Agreement ("Company's Tariff"), is hereby incorporated into this Agreement and made a part hereof for all purposes. In the event of any conflict between Company's Tariff and the specific provisions of this Agreement, the latter shall prevail, in the absence of a Commission Order to the contrary.

**ARTICLE VI**  
**REGULATORY AUTHORIZATIONS AND**  
**APPROVALS**

6.1 Company's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service for Shipper in accordance with the Rules and Regulations of Company's Tariff.

**ARTICLE VII**  
**DELIVERY POINT(S) AND POINT(S) OF DELIVERY**

7.1 The Delivery Point(s) for all Gas delivered for the account of Shipper into Company's pipeline system under this Agreement, shall be as set forth on Exhibit A attached hereto.

7.2 The Point(s) of Delivery shall be as set forth on Exhibit A attached hereto.

7.3 Shipper shall cause Transporter to deliver to Company at the Delivery Point(s) on the Transporter's system, the quantities of Gas to be transported by Company hereunder. Company shall have no obligation for transportation of Shipper's Gas prior to receipt of such Gas from the Transporter at the Delivery Point(s), nor shall Company have any obligation to obtain capacity on Transporter for Shipper or on Shipper's behalf. The Company shall deliver such quantities of Gas received from the Transporter at the Delivery Point(s) for Shipper's account to Company's Point(s) of Delivery identified on Exhibit A.

**ARTICLE VIII**  
**SCHEDULING AND BALANCING**

8.1 Shipper shall be responsible for nominating quantities of Gas to be delivered by the Transporter to the Delivery Point(s) and delivered by Company to the Point(s) of Delivery. Shipper shall promptly provide notice to Company of all such nominations. Imbalances between quantities (i) scheduled at the Delivery Point(s) and the Point(s) of Delivery, and (ii) actually delivered by the Transporter

PENINSULA PIPELINE COMPANY, INC.  
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and/or Company hereunder, shall be resolved in accordance with the applicable provisions of Company's Tariff, as such provisions, and any amendments to such provisions, are approved by the Commission.

8.2 The parties hereto recognize the desirability of maintaining a uniform rate of flow of Gas to Shipper's facilities over each Gas Day throughout each Gas Month. Therefore, Company agrees to receive from the Transporter for Shipper's account at the Delivery Point(s) and deliver to the Point(s) of Delivery up to the MDTQ as described in Exhibit A, subject to any restrictions imposed by the Transporter and to the provisions of Article IX of this Agreement, and Shipper agrees to use reasonable efforts to regulate its deliveries from Company's pipeline system at a daily rate of flow not to exceed the applicable MDTQ for the Gas Month in question, subject to any additional restrictions imposed by the Transporter or by Company pursuant to Company's Tariff.

**ARTICLE IX**  
**MISCELLANEOUS PROVISIONS**

9.1 Notices and Other Communications. Any notice, request, demand, statement, or payment provided for in this Agreement, unless otherwise specified, shall be sent to the parties hereto at the following addresses:

Company:	Peninsula Pipeline Company, Inc. 500 Energy Lane, Suite 200 Dover, Delaware 19901 Attention: Contracts
Shipper:	Florida Public Utilities Company 208 Wildlight Avenue Yulee, Florida 32097 Attention: Contracts

9.2 Headings. All article headings, section headings and subheadings in this Agreement are inserted only for the convenience of the parties in identification of the provisions hereof and shall not affect any construction or interpretation of this Agreement.

9.3 Entire Agreement. This Agreement, including the Exhibit attached hereto, sets forth the full and complete understanding of the parties as of the Execution Date, and it supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. No party shall be bound by any other obligations, conditions, or representations with respect to the subject matter of this Agreement.

9.4 Amendments. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument

PENINSULA PIPELINE COMPANY, INC.  
FIRM TRANSPORTATION SERVICE AGREEMENT

in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the Contact Person pursuant to Section 9.1 shall not be deemed nor require an amendment of this Agreement provided such change is communicated in accordance with Section 9.1 of this Agreement. Further, the parties expressly acknowledge that the limitations on amendments to this Agreement set forth in this section shall not apply to or otherwise limit the effectiveness of amendments that are or may be necessary to comply with the requirements of, or are otherwise approved by, the Commission or its successor agency or authority.

9.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either party, the parties shall negotiate in good faith an equitable adjustment in the provisions of this Agreement.

9.6 Waiver. No waiver of any of the provisions of this Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver, unless otherwise specifically identified as such in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

9.7 Attorneys' Fees and Costs. In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

9.8 Independent Parties. Company and Shipper shall perform hereunder as independent parties. Neither Company nor Shipper is in any way or for any purpose, by virtue of this Agreement, a partner, joint venture, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third person for any purpose, including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third person.

9.9 Assignment and Transfer. No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring party. Upon such assignment or transfer, as well as assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and the assumption of duties and obligations.

PENINSULA PIPELINE COMPANY, INC.  
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9.10 Governmental Authorizations; Compliance with Law. This Agreement shall be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder. Company and Shipper shall comply at all times with all applicable federal, state, municipal, and other laws, ordinances and regulations. Company and/or Shipper will furnish any information or execute any documents required by any duly constituted federal or state regulatory authority in connection with the performance of this Agreement. Each party shall proceed with diligence to file any necessary applications with any governmental authorities for any authorizations necessary to carry out its obligations under this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any applicable law, order, directive, rule or regulation, the latter shall be deemed to control, but nothing in this Agreement shall prevent either party from contesting the validity of any such law, order, directive, rule, or regulation, nor shall anything in this Agreement be construed to require either party to waive its respective rights to assert the lack of jurisdiction of any governmental agency other than the Commission, over this Agreement or any part thereof. In the event of such contestation, and unless otherwise prohibited from doing so under this Section 9.10, Company shall continue to transport and Shipper shall continue to take Gas pursuant to the terms of this Agreement. In the event any law, order, directive, rule, or regulation shall prevent either party from performing hereunder, then neither party shall have any obligation to the other during the period that performance under the Agreement is precluded. If, however, any Governmental Authority's modification to this Agreement or any other order issued, action taken, interpretation rendered, or rule implemented, will have a material adverse effect on the rights and obligations of the parties, including, but not limited to, the relative economic position of, and risks to, the parties as reflected in this Agreement, then, subject to the provisions of Sections 3.3 and 3.4 of this Agreement, the parties shall use reasonable efforts to agree upon replacement terms that are consistent with the relevant order or directive, and that maintain the relative economic position of, and risks to, the parties as reflected in this Agreement as of the Execution Date. As used herein, "Governmental Authority" shall mean any United States federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, court, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

- (i) If any Governmental Authority asserting jurisdiction over the pipeline facility contemplated in this Agreement, issues an order, ruling, decision or regulation not covered by Section 3.3 or 3.4 of this Agreement (including denial of necessary permits or amendments to existing permits) related to the operation, maintenance, location, or safety and integrity compliance, including any new or revised enforceable regulatory classification of the pipeline facility, as applicable, which is not reasonably foreseeable as of the Execution Date and which results in a materially adverse effect on either party's rights and benefits under this Agreement, each party shall use commercially reasonable efforts and shall cooperate with the other

PENINSULA PIPELINE COMPANY, INC.

FIRM TRANSPORTATION SERVICE AGREEMENT

party to pursue all necessary permits, approvals and authorizations, if any, of such applicable Governmental Authority, and to amend the terms and conditions of this Agreement, in each case as may be reasonably required in order that provision of firm transportation service under this Agreement shall continue; provided that neither party shall be required to take any action pursuant to this Section which is reasonably likely to have a materially adverse effect on such party's rights and benefits under this Agreement.

(ii) If the Parties are unable or unwilling to reach agreement pursuant to this Section 9.10, Company shall have the right to terminate this Agreement, without any further obligations to Shipper, upon one hundred twenty (120) days prior written notice to Shipper.

9.11 Applicable Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court of the State of Florida having jurisdiction.

9.12 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

PENINSULA PIPELINE COMPANY, INC.  
FIRM TRANSPORTATION SERVICE AGREEMENT

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  
Florida Public Utilities Company

By: Bill Hancock  
Bill Hancock

By: Jeff Sylvester  
Jeff S. Sylvester

Title: Assistant Vice President

Title: Senior Vice President & COO

Date: June 20, 2022

Date: 6/20/2022

(To be attested by the corporate secretary if not signed by an officer of the company)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PENINSULA PIPELINE COMPANY, INC.  
FIRM TRANSPORTATION SERVICE AGREEMENT

EXHIBIT A TO

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

PENINSULA PIPELINE COMPANY, INC.

AND

FLORIDA PUBLIC UTILITIES COMPANY

June 20, 2022

<u>Description of Transporter Delivery Point(s)</u>	<u>Description of Point(s) of Delivery</u>	<u>MDTQ, in Dekatherms, excluding Fuel Retention</u>
St Cloud Gate Station interconnecting with Florida Gas Transmission Pipeline	At or near the intersection of Hickory Tree Road and Nolte Road	██████ Dt/Day

Total MDTQ (Dekatherms): ██████ Dt/Day

MHTP: 4.17%

Monthly Reservation Charge: \$ ██████ (██████ Dekatherm). This charge is subject to adjustment pursuant to the terms of this Agreement.

ATTACHMENT B  
Map

