

DOCKET NO. 20250042-GU FILED 3/14/2025 DOCUMENT NO. 01757-2025 FPSC - COMMISSION CLERK

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March 14, 2025

BY E-PORTAL

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

[New Filing]- In re: Petition for Approval of an Amendment to a Transportation Service Agreement with Florida City Gas by Peninsula Pipeline Company, Inc.

Dear Mr. Teitzman:

Attached for filing, please find the Petition of Peninsula Pipeline Company, Inc. for approval of the First Amendment to its Transportation Service Agreement with Florida City Gas for Indian River County. Attachment A to the Petition is provided in redacted form only. A request for confidential classification of certain information in that attachment, which is the First Amendment, will be provided under separate cover.

As always, thank you for your assistance in connection with this filing. If you have any questions whatsoever, please do not hesitate to let me know.

Sincerely,

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

ENCL

CC:// Certificate of Service

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of an Amendment) to a Transportation Service Agreement with) Florida City Gas by Peninsula Pipeline) Company, Inc.

Docket No.:

Filed: March 14, 2025

<u>PETITION FOR APPROVAL FOR AN AMENDMENT TO A</u> <u>TRANSPORTATION SERVICE AGREEMENT BETWEEN PENINSULA</u> <u>PIPELINE COMPANY, INC. AND FLORIDA CITY GAS</u>

)

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 an amendment to a Firm Transportation Service Agreement ("Agreement") between the Company and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG"), which is attached hereto as Attachment A (redacted)¹. The amendment is the result of a mandatory relocate of pipeline facilities by the Florida Department of Transportation ("FDOT"). The amendment includes the incremental costs incurred by Peninsula to relocate these facilities. As such, this amendment should be approved the Commission.

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. Yulee, FL 32097

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

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 Miguel Bustos Manager Regulatory Affairs 208 Wildlight Ave, Yulee, FL 32097 MBustos@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 segments 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 Statues, the Company constructs such pipeline segment 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 unreasonably preferential, prejudicial, or unduly discriminatory.²

- FCG is subject to economic regulation by the Commission in accordance with Chapter 366, Florida Statutes. FCG's principal offices are located at 208 Wildlight Ave, Yulee, FL 32097.
- 5. 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

² By the same token, Section 368.105(6), Florida Statues, 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.

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.

1.

BACKGROUND

- 6. 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.³
- 7. 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.⁴ Consistent with Section 368.105(3), Florida Statutes, for contracts such as these, the Company is only required to file affidavits

³ Order No. PSC-2006-0023-DS-GP, issued January 9, 2006, in Docket No. 050584-GP, in <u>Re: Petition for</u> declaratory statement by Peninsula Pipeline Company, Inc. concerning recognition as a natural gas transmission company under Section 368.101, et seq.

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

from both the Company and the customer affirming that:

- a. Neither the natural gas transmission company nor the 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; <u>or</u>
- 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).
- 8. 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.⁵
- 9. FCG is a subsidiary of Chesapeake Utilities Corporation ("CUC"), a Delaware corporation authorized to conduct business in Florida. Thus, both Peninsula and FCG

⁵ Peninsula PipelineCompany, Inc., Intrastate Pipeline Tariff, Original Vol. I, Sheet No. 12, Section 4.

are owned and/or controlled by CUC. Because both FCG 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 FCG, consistent with Sheet 12, Section 4(d).

- 10. As noted above, the approved tariff, consistent with Order No. PSC-2006-0023-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.⁶ The Agreements with FCG would not meet any of the enumerated criterions; thus, Peninsula respectfully seeks Commission approval in this instance.
- 11. 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 rates charged under these Agreements are not "inherently unfair" or in excess of the going market rate.⁷

II. AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT

12. On February 26, 2024 Peninsula Pipeline and Florida City Gas entered in to a transportation agreement to build several pipeline projects in Indian-River County to help facilitate the supply of gas in the county. The new agreement also consolidated certain pre-existing agreements between Peninsula and FCG, which had been entered into before FCG was acquired by

⁶ 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.

⁷ <u>See GTE Florida Incorporated v. Deason</u>, 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.")

Chesapeake. These projects and the consolidated agreements were approved by Order No. PSC-2024-0271-PAA-GU, issued July 26, 2024, in Docket No. 20240039-GU.⁸ The specific agreement addressed by this Petition was included as Attachment B to the referenced order and referred to as the Indian River County Project.

13. Peninsula has received notice of a mandatory relocation by the Florida Department of Transportation for a road enhancement project, provided as Attachment B to this Petition. As such Peninsula must relocate certain facilities that had already been constructed. Section 4.3 of the approved Transportation Service Agreement provides that, in the event that PPC is required to incur capital expenses by any Governmental Authority having the jurisdiction to do so, including for such things as a mandatory relocation, then the Shipper's monthly reservation charge, and the Exhibit, shall be updated accordingly. As there are multiple exhibits to the Agreement, and the monthly reservation charge for the impacted segment, Segment I, is reflected on two exhibits, the Parties have agreed that the monthly reservation charge for Segment I on Exhibits A and C is appropriately modified to include the incremental costs required to relocate the pipe and as such, subject to Commission approval. The Parties have also agreed to a minor modification to Exhibit B to that Agreement simply to add Pivotal Utilities Holding Company to Florida City Gas's name. The First Amendment to the Transportation Service Agreement approved in Docket No. 20240039-GU regarding the project in Indian River County is attached hereto as Attachment A to this Petition.

WHEREFORE, Peninsula respectfully requests that the Commission approve the attached First Amendment o Transportation Service Agreement attached hereto between Peninsula Pipeline Company, Inc. and Florida City Gas.

⁸ No protest was filed, and Consummating Order No. 2024-0416-CO-GU was issued September 9, 2024.

RESPECTFULLY SUBMITTED this 14th day of March, 2025.

EC

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.

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 14th day of March, 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

Keith Hetrick, General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399 khetrick@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

Amendment Transportation Service Agreement – Indian-River County

FIRST AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT

This First Amendment to Firm Transportation Service Agreement ("Amendment No. 1") is made and entered into this 14th day of February, 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" and jointly with Company called "Parties") to amend certain provisions of the Firm Transportation Service Agreement dated February 26, 2024, between Company and Shipper.

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-GU (the "Agreement"), pursuant to which Company provides Shipper with firm transportation in Indian River County, Florida; and

WHEREAS, the Parties desire to amend the Agreement to revise the monthly reservation charge for Segment I in Exhibits A, B, and C of the Agreement to include the incremental costs for the relocation of a 6-inch steel transmission main from public right of way in compliance with the Florida Department of Transportation ("FDOT") Project 405606-7-52-01 to widen Country Road 510.

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. By this Amendment No. 1, Exhibits A, B, and C are hereby amended by replacing them with the attached Exhibits A, B, and C in their entirety.
- 3. The Parties agree to execute and file with the Commission a petition for approval of this Amendment No. 1 within thirty (30) days of execution by both Parties.
- 4. Except as modified by this Amendment No. 1, the Agreement shall remain unchanged and shall remain 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 J. Webber

Senior Vice President and Chief Development Officer

Date: 02/27/2025

SHIPPER Pivotal Utility Holdings, Inc. d/b/a Florida City Gas

By: Jeffrey S. Sylvester

President and Chief Operating Officer

Date: 02/26/2025

EXHIBIT A

FIRM TRANSPORTATION SERVICE AGREEMENT BETWEEN

PENINSULA PIPELINE COMPANY, INC. AND

PIVOTAL UTILITIES HOLDING, INC. d/b/a/

FLORIDA CITY GAS

FEBRUARY 14, 2025

<u>Segment I</u>

Description of Transporter Delivery Point(s)

1. Interconnection between Florida Gas Transmission and the vicinity of I-95 and County Road 512

Description of Point(s) of Delivery

- 1. Interconnection between Shipper and Company in the area of Winter Beach, Florida
- 2. Interconnection between Shipper and Company in the area of Fellsmere, Florida

Total MDTQ (Dekatherms): Dt/Day

Total Monthly Reservation Charge (Segment I):

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

Unauthorized Use Rate (In addition to Monthly Reservation Charge): (Charge): (Charge):

EXHIBIT B

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

PENINSULA PIPELINE COMPANY, INC. AND

PIVOTAL UTILITIES HOLDING, INC. d/b/a/

FLORIDA CITY GAS

FEBRUARY 14, 2025

Segment II

Description of Transporter Delivery Point(s)

1. 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:

- 1. Highway 510 Wabasso Station
- 2. Beachside Orchid Station
- 3. Beach Turtle Trail Station
- 4. Beachside Indian River Shores Station
- 5. Beachside Greywig Station

From the Interconnection points identified herein, Company shall construct the Pipeline that shall consist of 10.93 miles of 4.50" x 0.188" API-5L X52 pipe. The design operating pressure is 625 psig, with an MAOP of 700 psig. At 700 psig the hoop stress in the 4" pipe is approximately 16.11% SMYS. The final design and construction of the Pipeline shall not materially deviate from these interconnection points or specifications absent a written and signed amendment of the Parties to this first revised amendment. The Pipeline consists of pipeline only and does not include any gate station, regulator station, branch valves, laterals, required property, etc.

MHTP

Total MDTQ (Dekatherms): Dt/Day Monthly Reservation Charge for thirty (30) year period (Segment II):

Years 1-5	
Years 6-10	
Years 11-15	

Years 16-20	s. Diserta
Years 21-25	
Years 26-30	

Where the Year 1 begins on the in-service 04/01/2023

Unauthorized Use Rate (In addition to Monthly Reservation Charge): (E)/Each Day Unauthorized Use

EXHIBIT C

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

PENINSULA PIPELINE COMPANY, INC. AND

PIVOTAL UTILITIES HOLDING, INC. d/b/a/

FLORIDA CITY GAS

FEBRUARY 14, 2025

<u>Segment I</u>

Description of Transporter Delivery Point(s)

2. Interconnection between Florida Gas Transmission and the vicinity of I-95 and County Road 512

Description of Point(s) of Delivery

- 3. Interconnection between Shipper and Company in the area of Winter Beach, Florida,
- 4. Interconnection between Shipper and Company in the area of Fellsmere, Florida

Total MDTQ (Dekatherms): Dt/Day MHTP:

Total Monthly Reservation Charge (Segment I): (Segment I): (Segment I): (Segment I): (Segment Extends beyond initial thirty (30) year period:

Segment II

Description of Transporter Delivery Point(s)

2. 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

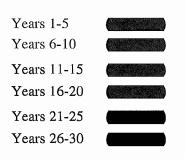
Interconnections between Company and Shipper's distribution lines at the following locations:

- 6. Highway 510 Wabasso Station
- 7. Beachside Orchid Station
- 8. Beach Turtle Trail Station
- 9. Beachside Indian River Shores Station
- 10. Beachside Greytwig Station

From the Interconnection points identified herein, Company shall construct the Pipeline that shall consist of 10.93 miles of 4.50" x 0.188" API-5L X52 pipe. The design operating pressure is 625 psig, with an MAOP of 700 psig. At 700 psig the hoop stress in the 4" pipe is approximately 16.11% SMYS. The final design and construction of the Pipeline shall not materially deviate from these interconnection points or specifications absent a written and signed amendment of the Parties to this first revised amendment. The Pipeline consists of pipeline only and does not include any gate station, regulator station, branch valves, laterals, required property, etc.

MHTP

Total MDTQ (Dekatherms): Dt/Day



Monthly Reservation Charge for thirty (30) year period (Segment II):

Where the Year 1 begins on the in-service 04/01/2023

Segment III

Description of Transporter Delivery Point(s)

- 1. At or near Oslo Road and 74th Avenue
- 2. 77th Street and Kings Highway

Description of Point(s) of Delivery

- 1. At or near Oslo Road and 74th Avenue
- 2. 77th Street and Kings Highway
- 3. At or near 74th Avenue and N Sandpiper Drive

Total MDTQ (Dekatherms): Dt/Day

Total Monthly Reservation Charge (Segment III):

This charge is subject to adjustment pursuant to the terms of this Agreement. Unauthorized Use Rate (In addition to Monthly Reservation Charge): (***)/Each Day Unauthorized Use

ATTACHMENT B

Florida Department of Transportation Notice of Relocation



February 14, 2025

Jeffrey S. Sylvester President and Chief Operating Officer Pivotal Utility Holdings, Inc. d/b/a/ Florida City Gas

Dear Mr. Sylvester,

The Florida Department of Transportation ("FDOT") has mandated that Peninsula Pipeline Company, Inc ("PPC") relocate approximately 6,000 feet of a 6-inch steel gas pipeline from the public right of way located in Indian River County serving Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG").

PPC and FCG executed a Firm Transportation Service Agreement ("FTSA") on February 26, 2024. Pursuant to Section 4.3 of the FTSA, FCG's Monthly Reservation Charge shall be adjusted to include the incremental cost of mandated relocations, subject to Public Service Commission approval. Please see the enclosed draft amendment to the FTSA, which revises Segment I in Exhibits A, B, and C to include the incremental costs associated with the relocation. The amended monthly reservation charge is \$104,753, and is anticipated to begin on May 31, 2025.

If the amendments to Segment I in Exhibits A, B, and C are acceptable, please signify FCG's acknowledgement and acceptance of the new monthy reservation amount. Once accepted, PPC will file for approval of the amendment with the Commission.

Keirin Webber

Kevin J. Webber Peninsula Pipeline Company, Inc. Senior Vice President & Chief Development Officer

Agreed to and accepted on this ²⁷/₂ day of February 2025

Pivotal Utility Holdings, Inc. d/b/a Florida City Gas

Bv:

Name:_^{Jeff Sylvester}

Title:___

208 Wildlight Avenue Yulee, Florida 32097 Rule 14-46.001 F.A.C Page 1 of 8

FLORIDA DEPARTMENT OF TRANSPORTATION

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the courterce.

FDOT PROJECT INFORMATION				
inancial Project ID: 405606-7-52-01 Federal Project ID: D424-088-B		roject ID: D424-088-B		
State Road Number: County Road 510 County: Indi		ndian River		
FDOT Plans Dated: 11//16/2023	District D	ocument No.:		
	UT	TLITY AGENCY/OWNER (UAO)		
Utility Company: FPU				
UAO Project Rep: Ivan Gibbs Phone: 561 723 3459 E-mail: igibbs@chpk.com				
UAO Field Rep: Steve Webster	Phone: 561 531 3839	E-mail: swebster@chpk.com		
		UTILITY SIGNATURE		
I have reviewed the FDOT plans referenced above and	ubmit this utility work schedu	ale in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.		
UAO Rep	Date	<u>8 / 2 / 2024</u>		
Name Ivan Gibbs				
Title Engineerign Technician				
		INEER OF RECORD SIGNATURE		
I attest this utility work schedule is compatible with the	FDOT plans referenced abov	e.		
EOR. 477 Date 8 / 8 / 2024				
Name Zachary Billings, P.E.				
Title Engineer of Record				
	······			
	APP	ROVAL BY DISTRICT UTILITIES		
This utility work schedule is complete and acceptable to DocuSigned by:	FDOT.			
	Date	08/21/2024 1:48 PM EDT		
FDOT Rep telly Armstrong	Duite			
Title Utilities Project Mana	der			
Inte_ocriteres rioject man	gei			
SECTION A: SUMMARY OF UTILITY WORK				
The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence				
of these days upon the completion of other activities by	the UAO or others is shown i	n Section C.		
		50		

Days prior to FDOT project construction: 75

Days during FDOT project construction: 50

Rule 14-46 001 F.A.C Page 2 of 8

FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID:	405606-7-52-01
Utility Company:	FPU
FDOT Plans Dated:	11//16/2023

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

FPUC is requesting contractor/CEI to notify FPUC's Supervisor (Matthew Ryan 561-531-3847) or Field Inspector Steve Webster 561 531 3839 as soon as the contractor receives the NTP and identified conflicts with FPUC's facilities. It may take up to 30 days lead time to coordinate and schedule FPUC work crews, so advance notification and coordination is important. The

FPUC emergency number phone is 561-832-0872. Contractor will be contacted to view excavation points where relocation and deactivation activities occurred. Rule 14-46.001 F.A.C Page 3 of 8

FLORIDA DEPARTMENT OF TRANSPORTATION

December 14, 2016

Financial Project ID:	405606-7-52-01
Utility Company:	FPU
FDOT Plans Dated	11/16/2023

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Conse Calenda Prio Dur Const.	ar Days or to
1								
2	6 inch Steel Gas Main	273+85 76RT	274+80 76RT	Relocate Gas Main	Permit Approvals and 15 days notification and permit approvals	1	15	10
3	6 inch Steel Gas Main	116+80 30 RT	132+00 26RT	Relocate Gas Main	15 days notification and permit approvals	1	15	20
4	6 inch Steel Gas Main	138+40 6 LT	153+80 4 LT	Relocate Gas Main	15 days notification and Permit Approvals	1	15	20
5	6 inch Steel Gas Main			Engineering Design and permitting	Design and Reviews		30	
6								
7								
8								
9								
10								
11								
12								
13								

SECTION C: UAO's WORK ACTIVITIES