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September 4, 2026

VIA HAND DELIVERY

Adam Teitzman, Director
Clerk@psc.state.fl.us
Office of the Commission Clerk
Gerald L. Gunter Building, Suite 152
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20260094
Coastal Connect Services, LLC Tariff and Transportation Service Agreement

Dear Mr. Teitzman:

Attached is Coastal Connect Services, LLC's Response in Opposition to the Florida City Gas Motion to Intervene.

If you have any questions regarding this filing, please let me know. Thank you for your assistance.

Best regards,

BERGER SINGERMAN LLP



Floyd R. Self

FRS/kb

cc: Carlos M. Marquez II, Esq., via email
Shaw Stiller, Esq., via email
D. Bruce May/Lawrence E. Sellers, Jr., via email
William O'Brien, via email
Michael Cassel, via email

36002720-1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Natural Gas
Pipeline Transmission Tariff by Coastal
Connect Services, LLC

Docket No. 20260094
Filed: September 4, 2026

**COASTAL CONNECT SERVICES, LLC
RESPONSE IN OPPOSITION
TO THE FLORIDA CITY GAS MOTION TO INTERVENE**

Coastal Connect Services, LLC (“CCS”), pursuant to Florida Administrative Code Rules 28-106.204(1) and 28-106.205(1), hereby files this opposition to the Pivotal Utility Holdings, Inc. d/b/a Florida City Gas (“FCG”) Motion for Leave to Intervene filed on August 28, 2026, because FCG has failed to demonstrate how its substantial interests will be affected by this proceeding, reflecting both a failure to demonstrate an injury in fact of sufficient immediacy as to entitle it to a formal hearing under Section 120.57, Florida Statutes, and a failure to demonstrate how its alleged substantial injury is of a type or nature that this proceeding is designed to protect. In support of this objection and denial of intervention, CCS states as follows:

BACKGROUND

1. CCS initiated this docket on June 23, 2026, by filing its Petition for Approval of Natural Gas Pipeline Transmission Company Tariff pursuant to Section 368.103(4), Florida Statutes. There are currently only a few natural gas transmission pipelines in Florida subject to this Commission’s jurisdiction under the Natural Gas Transmission Pipeline Intrastate Regulatory Act pursuant to Sections 368.101-368.112, Florida Statutes (“Act”), and CCS is seeking to become the first new provider since 2008. By its terms, the proposed Tariff does not by itself provide service to any customer. Rather, consistent with the statute and the practices of the other current

natural gas transportation pipeline companies, the tariff is the mechanism by which a potential customer would negotiate a natural gas transportation service agreement to obtain service. Thus, approval of the tariff by the Commission will not by itself authorize service to any customer.¹

2. In addition to filing its tariff for approval, CCS also filed a Transportation Service Agreement (“TSA”) with its proposed single customer, Space Exploration Technologies Company, known more commonly as SpaceX. While CCS could have simply filed its tariff and likely obtained approval of the tariff without any attention, as was the situation with Peninsular Pipeline’s tariff filing, CCS chose to be transparent with the Commission by also filing the TSA with SpaceX. CCS took this extra step so the Commission could see that the services contemplated by the tariff are not speculative but based upon a real and present need by a customer needing to move very large volumes of natural gas that it needs in a reliable, timely, and consistent manner.

3. As is detailed further in its Petition and the Commission Staff data request responses filed in this docket, SpaceX has a unique and special need for natural gas as a fuel for its Starship spacecraft, the first, fully reuseable transportation system designed to carry both crew and cargo to Earth orbit, the Moon, Mars, and beyond. The methane in natural gas is a particularly favorable fuel for reuseable spacecraft as opposed to the fuel used in other space vehicle launch systems. Given the fuel needs for each launch and the projected number of launches anticipated by SpaceX from its launch facilities at the Kennedy Space Center (“KSC”) and the Cape Canaveral Space Force Station (“CCFS”), a pipeline to bring the gas to the SpaceX facilities is required.

¹ See, Order No. PSC-2007-1012-TRF-GP (December 21, 2007), where the Commission noted in approving Peninsular Pipeline’s tariff, “Peninsula’s proposed tariff would allow Peninsula to construct pipelines and engage in the business of transporting gas in Florida. At present, Peninsula has made no PSC investment in pipeline facilities and serves no customers. Our approval of the proposed natural gas transmission pipeline tariff would enable Peninsula to actively pursue transportation agreements with gas customers, and construct and operate intrastate pipeline facilities.”

Without a pipeline, the only other method of transporting natural gas to the SpaceX launch sites where it is needed is to truck in liquified natural gas (“LNG”). However, trucking in LNG is not a viable long-term strategy given the volumes of gas needed and the anticipated growth in launches and the corresponding growth in need for natural gas.

4. Prior to the creation of CCS, SpaceX discussed obtaining natural gas transportation service from FCG as well as from other potential pipeline providers. FCG presently has a 12-inch line from the mainland to the KSC that branches north as a 12-inch line and south as a 8-inch line, but this FCG pipeline does not meet SpaceX’s needs. First, this pipeline lacks the current capacity to move the volume of natural gas needed by SpaceX. Moreover, neither branch of this pipeline connects to the required SpaceX delivery points at Space Launch Complex 37 or Launch Complex 39A, both which are more than a mile away from the FCG pipeline. Based upon discussions with FCG, SpaceX determined that even with various FCG-proposed pipeline upgrades and pressure improvements, the FCG pipeline will still be inadequate for the volumes, variability, and reliability required, with none of these partial solutions having timely in-service dates would meet SpaceX’s launch schedule. After extensive discussions that began in 2024, and which have continued since CCS initiated this proceeding, the full SpaceX need for natural gas transmission and delivery cannot be met by FCG with its existing or offered upgrades in facilities. SpaceX ultimately decided that the only way to meet its natural gas transportation needs was to self-serve through the creation of a new affiliated pipeline transportation company, which is CCS. Pursuant to the TSA, CCS will build approximately a 32.4 mile, 16-inch dedicated steel natural gas pipeline for the direct delivery of natural gas to the SpaceX launch facilities at KSC/CCSFS. Approval of the tariff and TSA are essential for SpaceX to be able to meet its projected launch schedule beginning later in 2027, which

is necessary to meet its commitments to NASA and the national goals of returning to the moon and going to Mars.

LEGAL STANDARD

5. To meet its burden of demonstrating that it has standing to intervene in these proceedings, the Commission has said:

An individual seeking to intervene on the basis that their substantial interests will be affected must plead and prove facts sufficient to demonstrate an injury in fact which is of sufficient immediacy to entitle them to an evidentiary hearing, and that this injury is of a type or nature which the proceeding is designed to protect. *Agrico Chem. Co. v. Dep't of Env't Regul.*, 406 So. 2d 478, 482 (Fla. 1st DCA 1981) [*"Agrico"*].

Docket No. 20250011-EI, Order No. PSC-2026-0022-S-EI, at 15 (January 22, 2026). The *Agrico* standard was applied statewide in *AmeriSteel Corp. v. Clark*, 691 So. 2d 473 (Fla. 1997). Failing just one of the two prongs of the *Agrico* test is sufficient to deny intervention. *Id.* Based upon what FCG has presented in its Motion, FCG fails both prongs.

ARGUMENT

6. As a threshold matter, it is not clear whether FCG is objecting to the approval of CCS's tariff or its TSA with SpaceX. As noted above, approval of the tariff does not by itself result in CCS providing service to any customer, so FCG does not have any injury from the mere approval of the tariff.

7. The tariff allows CCS to negotiate contracts anywhere in the state of Florida. Statewide authority is far broader than FCG's service area and, outside of FCG's service area, it is hard to imagine what interests FCG might have. Given the way FCG has framed its Petition, the Petition appears focused exclusively on service to SpaceX at KSC/CCSFS, which would suggest the objection is focused on the TSA. While the Commission should proceed to approve

the CCS tariff and limit any objection of FCG to the TSA, CCS's response in opposition to intervention is applicable to any issues FCG may have with the tariff and/or the TSA.

A. FCG has not demonstrated an injury in fact of sufficient immediacy

8. FCG's Motion provides but a single paragraph explanation as to how its substantial interest will be affected in this proceeding. FCG introduces its argument by stating that FCG's interests "are or will be affected by these proceedings," but as its subsequent argument makes clear, its alleged substantial interests are speculative and highly contingent on facts that are not present and likely may never be present. This is not a legally sufficient basis for meeting the immediacy requirements of *Agrico*.

9. As an initial matter, FCG has a geography problem. FCG notes that it holds "non-exclusive franchise agreements with the City of Cape Canaveral and with Space Florida." Motion, at para. 8. However, these franchises are irrelevant to FCG's ability to serve SpaceX. First, as FCG acknowledges, these are non-exclusive franchises. So even the entities granting these franchises recognize that FCG does not have a monopoly service area.

10. Second, the various SpaceX facilities are located KSC and CCSFS, which are north of the City of Cape Canaveral. Indeed, Port Canaveral is a further intervening area between the City of Cape Canaveral and the CCSFS. None of the CCS pipeline for SpaceX will pass through the City. Thus, a franchise from the City is completely irrelevant to CCS's tariff and the SpaceX TSA.

11. Third, whatever "franchise" FCG may hold from Space Florida, that franchise is limited solely to the few Space Florida controlled facilities located at KSC or CCSFS. Both KSC and CCSFS are the property of the United States, and Space Florida may have its own limited authority to operate in defined geographical areas within KSC or CCSFS. To the extent FCG has

a right to use the KSC/CCSFS roads and rights of way, it is not an exclusive right. And as a nonexclusive user, FCG's rights do not in any manner serve as a limitation on CCS's right or ability to use the KSC/CCSFS roads and rights of way. Thus, the franchises do not provide FCG with any interest to protect, let alone a substantial interest that requires consideration in this docket.

12. Next, FCG states that it "anticipates further expansion in the Cape Canaveral area, including additional delivery points that could be used to serve SpaceX." *Id.* The courts have made clear that mere anticipatory statements regarding future events that may transpire is too speculative and conjectural as to meet the immediacy prong of *Agrico*. In *Village Park Mobile Home Ass'n, Inc. v. State, Dep't of Bus. Regul., Div. of Fla. Land Sales, Condominiums & Mobile Homes*, the court affirmed the denial of participation in a prospectus for a mobile home park association where existing residents complained that "approval of the prospectus immediately made the park less attractive to potential purchasers of their mobile homes and thereby affected the value and marketability of their homes."² The court found that "the record gives no indication that any homes have been offered for sale, have been sold, or that home owners have been unable to sell their homes due to the provisions contained in the prospectus." *Id.* In other words, no present, actual injury. FCG's anticipation of future expansion is also not a present, actual injury.

13. Fifth, FCG has not met the threshold requirements of Rule 28-106.205(2)(c), which requires "[a]llegations sufficient to demonstrate . . . that the substantial interests of the intervenor are subject to determination or will be affected by the proceeding." If FCG really had a plan, it should have pled some level of details as to where it will expand, who else it will serve, when service will be available, the pipeline size and pressures associated with such projects, and some explanation for how CCS's pipeline would adversely impact those plans. To merely plead that

² 506 So. 2d 426, at 430 (Fla. Dist. Ct. App. 1987).

FCG “anticipates further expansion . . . that could be used to serve SpaceX” is a hope and a wish. The unsupported anticipatory speculation here is exactly like what the court in *Village Park Mobile Home Ass’n* found insufficient to support participation.

14. FCG’s next assertion of potential stranded investment is likewise insufficient to demonstrate a substantial interest that would be affected by CCS’s tariff or TSA. First, FCG has not identified any assets that may be stranded, so the statement fails to meet the required pleading standard. Additionally, a stranded investment by itself is not a recognized substantial interest. In *City of Sunrise v. S. Fla. Water Mgmt. Dist.*, the court held that while a water company “may suffer losses and its customers incur expenses due to economic competition and under utilized capacity, this does not satisfy the “immediacy” requirement.” 615 So. 2d 746, at 747 (Fla. Dist. Ct. App. 1993). The court came to this conclusion because “[c]ompetitive economic considerations do not fall within the zone of protection that the [water management] district is authorized to consider under chapter 373, Florida Statutes.” Here, Section 368.105 and the regulations of this Commission recognize that a local gas distribution company (“LDC”) like FCG is not immune from large customers buying their own gas and seeking out competitive transportation options. As the Commission noted when it approved the Peninsular Pipeline tariff:

The service provided by Peninsula is optional. Currently, pipeline laterals can be constructed by the customer itself, the interstate pipeline, or a LDC. **Customers will continue to be able to choose their pipeline provider.** Peninsula will simply be available as an additional transmission pipeline provider.³

This language is drawn from the order approving the SeaCoast transportation tariff.⁴ Providing service in a competitive marketplace by its very nature means those participants provide their

³ Order No. PSC-2007-1012-TRF-GP, at 3 (emphasis added).

⁴ Order No. PSC-2008-0747-TRF-GP, at 2.

services at risk. FCG's assertion of potential stranded investments fails both the immediacy requirements of *Agrico* and the minimum pleading requirements of Rule 28-106.205(2)(c).

15. As a final argument, FCG asserts that CCS "may seek to add customers in the future, further injuring FCG's interests." Again, this statement completely fails to demonstrate any rational immediacy problem. When in the future? Next week? Next month? Next year? Five years? Ten years? This is anticipatory speculation on an epic scale that the court in *Village Park Mobile Home Ass'n* would find even more remote and hypothetical than FCG's ambiguous statement regarding its own potential expansion plans. This does not meet the *Agrico* standard.

16. As completely conjectural as FCG's statement is, it also ignores the unique facts in this case. This is at its core a customer self-serve project where the customer has fully subscribed to the CCS pipeline capacity. As a pipeline transportation company, CCS's obligation to serve others is only to the extent it has available capacity or facilities. SpaceX will utilize all the gas transported by CCS for the needs of its launch program. CCS has no plans to be an LDC or to serve others. It is not unusual for a pipeline to be constructed to serve one customer. That is the situation here. Regardless, the possibility CCS could someday in the future, perhaps, maybe serve someone else is too remote and speculative to merit any consideration, let alone serve as a basis for permitting FCG to intervene in this proceeding.

17. The immediacy prong of the *Agrico* test functions as a gatekeeping mechanism to prevent parties with only tangential or speculative interests from burdening the administrative process. FCG has failed to sufficiently allege in its Motion that it has a substantial interest or is in immediate danger of sustaining some direct injury as a result of approval of CCS's tariff and its TSA with SpaceX. FCG's mere allegations that possible harm *might* occur if certain future events transpire, or that harm will flow through a chain of undefined hypothetical circumstances, are

insufficient to support intervention. As is clear from the Petition, SpaceX is not currently served by FCG where CCS will deliver natural gas, the service location is more than a mile from FCG's facilities, and CCS was created for the purpose of transporting natural gas to SpaceX. Nothing in FCG's Motion merits intervention under the first prong of *Agrico*.

B. This proceeding is not designed to protect FCG

18. The second prong of the *Agrico* test requires that FCG demonstrate that its substantial injury is of a type or nature that this proceeding is designed to protect. Courts look to the text and purpose of the enabling statute to determine what interests the legislature intended the proceeding to safeguard. If FCG's claimed injury falls outside that statutory purpose, the second prong is not satisfied. Based upon FCG's Motion, it has failed to demonstrate an interest that is to be protected in this proceeding.

19. FCG asserts that in other transportation pipeline tariff proceedings, the Commission has expressly considered the interests of local distribution companies such as FCG. First, in Paragraph 6, FCG cites to statements in both the Peninsular and SeaCoast orders where the Commission noted that approval of a transmission pipeline company "should not lead to less investment in the LDC's facilities or stranded costs, 'cherry picking' of the LDC's large industrial customers, territorial disputes, or unfair competition with other transmission providers." Then in Paragraph 8, FCG asserts that the Commission "expressly considered the interests of the LDC" in the Peninsular Pipeline order, so that "captive ratepayers of Florida's LDCs and the competitive market for natural gas in Florida are not harmed by the transmission company's operation." Taken out of context, these quotes suggest an outcome different than what happened. Rather, in both cases, without the participation of any LDCs, the Commission approved the Peninsular and

SeaCoast tariffs by building in protections for the LDCs that Peninsular and SeaCoast agreed to and which CCS has already agreed to for itself.

20. Reading the prior orders in full, the purpose of the Act, [as set forth in](#) Sections 368.101-368.112, Florida Statutes, is to permit alternative natural gas pipeline transportation companies. There is nothing in this statute about protecting LDCs.

21. FCG in its Motion quoted the Commission's identification of **potential** concerns with having natural gas transportation companies competing for large customers that are sophisticated enough to purchase their own gas and arrange for its delivery. But those potential concerns did not stop the the Commission from fulfilling its statutory duty and granting the Peninsular declaratory statement, which established the framework for the later approval of the Peninsular and SeaCoast tariffs and their subsequent transportation agreements. As the Commission said in the Peninsular declaratory statement, it is appropriate for a natural gas transportation company under Section 368.105 to **compete** for industrial, electric generation, and other large volume customers. But in recognizing this authority, the Commission nevertheless moved forward with such providers so long as the natural gas transmission company meets the following two conditions:

- a) the customer is currently not being served with natural gas service by another entity; and,
- b) the location of the facilities to be served is greater than one mile in distance from existing gas facilities operated by an investor-owned gas utility, a gas municipality, or gas district. "Existing gas facilities" is defined as a City Gate Station or gas main actively providing service or substantially under construction at the date of the execution of a Peninsula Service Agreement with the customer.⁵

⁵ Order No. PSC-2006-0023-DS-GP, at 5 (January 9, 2006).

Agan, these are not statutory requirements. However, these protections have been accepted by both Peninsular Pipeline and SeaCoast, with such requirements incorporated into their tariffs. Compliance with these requirements outside of the statute and is all the protection available.

22. CCS is in compliance with these requirements. CCS has included these protections in its Petition and tariff and has agreed to follow them. As the CCS Petition demonstrates, at the CCS delivery points for SpaceX, FCG has no facilities and is not otherwise providing service to SpaceX in that area.⁶ The FCG pipeline is more than a mile away and is insufficient to meet SpaceX's needs, even with the upgrades offered by FCG. CCS is not selling natural gas to SpaceX; SpaceX will be negotiating and purchasing its own gas. CCS has no interest or desire to compete with FCG by selling natural gas or by seeking out new transportation customers, and certainly no interest in being an LDC. The service CCS will provide through the TSA is solely a substitute for the delivery of natural gas (as LNG) by truck because there is no available adequate and timely pipeline service. Thus, there is no stranded investment, no cherry picking, no impact on FCG's investment or business plans, no competition for new customers, and certainly no unfair competition. Indeed, as a self-serve solution, there never was or will be any impact on FCG's investment or operations in the area because without the CCS pipeline it is LNG delivery by truck. The unique facts here and the regulatory regime demonstrate that FCG's interests are not impaired by the approval of this tariff or the TSA.

23. As a final point, FCG objects to the "thinly veiled and unsupported reference to FCG" when the Petition noted that existing FCG facilities were inadequate. FCG asserts that it has a right to dispute "this unsubstantiated claim and has a substantial interest in seeing that this

⁶ CCS notes that SpaceX is a current customer of FCG served elsewhere the FCG pipeline. However, that service is separate from and not related to the CCS pipeline. SpaceX is an existing customer of FCG where it provides existing service.

claim is disputed.” Motion, para. 9. No, it doesn’t. The purpose of this proceeding is not to determine whether SpaceX found FCG’s facilities adequate or not. That question and its evidentiary answer is completely irrelevant to this proceeding given the purpose and scope of the Act. Proving or disproving this statement has no impact on whether CCS’s tariff and TSA with SpaceX should be approved, and it does not serve as a basis for allowing intervention under the statute.

24. The second prong of *Agrico* ties standing to the legislative purpose of the proceeding. FCG has failed to sufficiently demonstrate that this proceeding is designed to protect its interests. In the Act the legislature made the fundamental and primary policy determination to permit large users such as SpaceX to use competitive alternatives for the transportation and delivery of natural gas. Whatever concerns the Commission may have initially held with the introduction of natural gas transportation companies as an alternative for large customers, that concern is not embedded in the statute. To the extent the Commission’s original concern for LDCs can be interpreted as a potential basis for intervention, that basis does not exist under the Act and any argument vanished when the Commission required that a transmission company’s customer not be a current customer of an LDC and that the customer be more than a mile away from any LDC. Both of these conditions are true here. Approval of the tariff does absolutely nothing to FCG. Approval of the TSA likewise does nothing to FCG – there is no economic harm because FCG is not losing a potential customer– the alternative was trucking in LNG. The statutory process here for the approval of the tariff and TSA does not contemplate the Commission considering any interest of FCG. Any incidental effect approval of the TSA may have on FCG, not being able to extend its services to serve a customer in the future, is irrelevant. FCG has failed to demonstrate

that this proceeding is designed to protect the injury alleged, and so FCG has also failed the second prong of the *Agrico* test.

CONCLUSION

25. FCG bears the burden in its pleading of demonstrating how it has an a real, tangible, preset injury in fact of sufficient immediacy as to entitle it to a formal hearing under Section 120.57, Florida Statutes, and it also bears the burden of pleading how its alleged substantial injury is of a type or nature that this proceeding is designed to protect. In both cases, FCG has failed. Its entire brief pleading raises potential harms that are so speculative, so remote, and so irrelevant such that even giving FCG the benefit of the doubt, it still fails to demonstrate an injury in fact. Similarly, whatever concerns there may be from the introduction of natural gas pipeline companies as alternative providers for large users such as SpaceX were addressed by the legislative decision to exclude consideration of LDCs when authorizing natural gas transportation companies. The two conditions the PSC has created are not statutory requirements nor do they ensure that LDCs do not lose customers. CCS has agreed to follow these requirements and CCS's service to SpaceX is consistent with these requirements. Failing both prongs of the *Agrico* test, FCG's Motion to Intervene must be denied.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'F. Self', is written over a horizontal line.

Floyd R. Self, B.C.S.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing has been served by electronic mail to the following on this 4th day of September 2026:

Florida Public Service Commission Shaw Stiller, Esq. Carlos M. Marquez, Esq. II 2540 Shumard Oak Blvd. Tallahassee, FL 32399 sstiller@psc.state.fl.us cmarquez@psc.state.fl.us	Pivotal Utility Holdings, Inc. d/b/a Florida City Gas (26 FL) Michael Cassel 208 Wildlight Ave. Yulee, FL 32097 mcassel@chpk.com Represented By: Holland Law Firm
Holland Law Firm (26c) D. Bruce May/Lawrence E. Sellers, Jr. 315 S. Calhoun Street, Suite 600 Tallahassee, FL 32301 (850) 425-5607 (850) 224-8832 bruce.may@hklaw.com larry.sellers@hklaw.com Represents: Pivotal Utility Holdings, Inc. d/b/a Florida City Gas	Pivotal Utility Holdings, Inc. d/b/a Florida City Gas (26 DE) William O'Brien c/o Chesapeake Utilities Corporation 500 Energy Lane, Suite 100 Dover, DE 19901 WOBrien@chpk.com Represented By: Holland Law Firm

/s/ Floyd R. Self

Floyd R. Self