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January 10, 2024

BY E-PORTAL

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

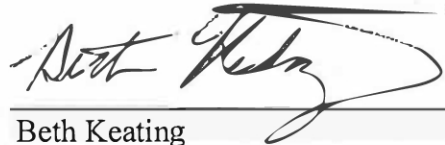
Docket No. 20230125-GU - Joint petition for approval of amendment to territorial agreement in Pasco County, by Florida Public Utilities Company and Peoples Gas System, Inc.

Dear Mr. Teitzman:

Attached for electronic filing, please find a corrected version of Amendment No. 1 to the Amended and Restated Territorial Agreement – Pasco County between Peoples Gas System and Florida Public Utilities Company (jointly, the “Parties”). Amendment No. 1 was originally included as Attachment A to the Joint Petition filed on November 3, 2023. Consistent with the Parties’ response to Staff’s First Data Request 6b, the attached is a corrected version of Amendment No. 1 with the date that the agreement was entered into by the Parties inserted and initialed for confirmation by the respective counsel of record for each company. No other changes have been made to Amendment No. 1.

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

Cc: Malcolm Means, Ausley Law Firm
Austin Watrous, Office of the General Counsel

AMENDMENT NO. 1 TO TERRITORIAL AGREEMENT - PASCO COUNTY

AMENDMENT NO. 1
TO
AMENDED AND RESTATED TERRITORIAL AGREEMENT - PASCO COUNTY

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED TERRITORIAL AGREEMENT-PASCO COUNTY (this "Amendment No. 1") is made and entered into this 31st day of October, 2023, by and between Florida Public Utilities Company, a corporation of the State of Florida, hereinafter referred to as ("FPUC,"), and Peoples Gas System, Inc. ("PGS"), a corporation of the State of Florida, each being an investor-owned natural gas local distribution utility as defined in Section 366.02(1), Florida Statutes. FPUC and PGS are hereinafter sometimes referred to singularly as a "party" and collectively as the "parties."

- MEX
- MAM

WITNESSETH:

WHEREAS, FPUC and PGS are natural gas utilities subject to the regulatory jurisdiction of the Florida Public Service Commission ("Commission") under Chapter 366, *Florida Statutes*; and

WHEREAS, as pertinent to this Amendment No. 1, PGS and the Florida Division of Chesapeake Utilities Corporation ("CFG"), FPUC's predecessor in interest, entered into the Amended and Restated Territorial Agreement-Pasco County in July 2007 ("Original Agreement"); and

WHEREAS, CFG and PGS submitted the Original Agreement to the Florida Public Service Commission for approval on July 6, 2007, consistent with Section 4(a) of the Master Territorial Agreement between the parties; and

WHEREAS, the Florida Public Service Commission approved the Original Agreement by Order No. PSC-07-0944-PAA-GU, issued November 28, 2007, in Docket No. 20070399-GU, and associated Consummating Order No. PSC-2007-1028-CO-GU; and

WHEREAS, the parties have conducted themselves in accordance with the Original Agreement since its approval by the Commission; and

WHEREAS, by Order No. PSC-2023-0103-FOF-GU, issued March 15, 2023, in Docket No. 20220067-GU, CFG, along with the other natural gas utility holdings of Chesapeake Utilities Corporation in Florida, were consolidated into one regulated natural gas utility business unit under the name of Florida Public Utilities Company; and

WHEREAS, FPUC, as the legal successor and assign of CFG, has assumed and is bound by the terms of the Original Agreement, consistent with the terms of the Master Agreement between the parties; and

WHEREAS, FPUC is unable to economically meet a request for service from a new customer located in an area assigned to it under the Original Agreement; and

AMENDMENT NO. 1 TO TERRITORIAL AGREEMENT - PASCO COUNTY

WHEREAS, PGS is willing and able to economically serve the customer in question; and

WHEREAS, FPUC and PGS desire that this Amendment No. 1 supersede and replace the portions of the Original Agreement as specified herein; and

WHEREAS, in order to enable as many persons and businesses as possible within Pasco County to receive economical and reliable natural gas service, PGS and FPUC have entered into this Amendment No. 1 to more rapidly and economically expand the availability of natural gas service to potential customers in Pasco County; and

WHEREAS, the Commission is empowered by the legislature of the State of Florida, pursuant to Section 366.04(3)(a), *Florida Statutes*, to approve and supervise territorial agreements between and among natural gas utilities;

NOW, THEREFORE, in fulfillment of the purposes aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties, subject to and upon the terms and conditions herein set forth, agree as follows:

1. For purposes of clarity, all references to Chesapeake in the Original Agreement shall be deemed to include and incorporate like reference to FPUC.
2. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following paragraph:

As between the Parties, Chesapeake's service area in Pasco County, Florida (the "Chesapeake Service Area") shall be as set forth on Exhibit A, which is incorporated herein by reference and made a part hereof. The Chesapeake Service Area is also depicted on the territory map attached hereto and made a part hereof as Exhibit C as those areas shaded and designated respectively as "Chesapeake Service Area A", which area is more fully described in the legal description set forth in Exhibit A.

3. Exhibit A to the Original Agreement shall be revised to delete the section entitled "Legal description of Chesapeake Service Area 'B'".
4. Exhibit C to the Original Agreement shall be deleted and replaced with the map attached hereto as Amendment Exhibit A.
5. Except as modified by this Amendment No. 1, the Original Agreement shall remain unchanged and continue in full force and effect. This Amendment No. 1 shall have no effect on the boundaries of the respective service areas of the parties hereto as the same may now or hereafter exist except as specifically provided herein.

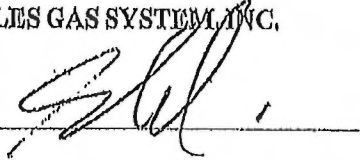
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the

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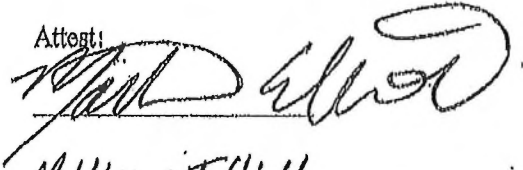
Amended and Restated Territorial Agreement to be executed by their duly authorized officers as of the date and year first above stated.

PEOPLES GAS SYSTEM, INC.

By: _____



Attest:



Matthew Elliott

Print Name

10/31/2023

AMENDMENT NO. 1 TO TERRITORIAL AGREEMENT - PASCO COUNTY

FLORIDA PUBLIC UTILITIES COMPANY

By: _____

Attest:



Christine Minton
Print Name