

# MACFARLANE FERGUSON & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

900 HIGHPOINT CENTER  
106 EAST COLLEGE AVENUE  
TALLAHASSEE, FLORIDA 32301  
(850) 681-7381 FAX (850) 681-0281

400 NORTH TAMPA STREET, SUITE 2300  
P.O. BOX 1531 (ZIP 33601)  
TAMPA, FLORIDA 33602  
(813) 273-4200 FAX (813) 273-4396

625 COURT STREET  
P. O. BOX 1669 (ZIP 33757)  
CLEARWATER, FLORIDA 33756  
(813) 441-8966 FAX (813) 442-6470

July 14, 1999

IN REPLY REFER TO:

Ansley Watson, Jr.  
P.O. Box 1531  
Tampa, Florida 33601  
e-mail: aw@macfar.com

## VIA FEDERAL EXPRESS

Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

990921-GU

**Re: Joint Petition for approval of territorial boundary agreement in Hillsborough, Polk, and Osceola Counties by Peoples Gas System and Chesapeake Utilities Corporation**

Dear Ms. Bayo:

Enclosed for filing in the above docket on behalf of Peoples Gas System and Chesapeake Utilities Corporation, please find the original and 15 copies of the Joint Petition referenced above.

Please acknowledge your receipt of the enclosures, the date of their filing, and the docket number assigned to the proceeding, on the duplicate copy of this letter enclosed for that purpose, and return the same to me in the preaddressed envelope also enclosed herewith.

Thank you for your usual assistance.

Sincerely,

  
ANSLEY WATSON, JR.

RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

MFA \_\_\_\_\_  
VPP \_\_\_\_\_  
JAF \_\_\_\_\_  
JMU \_\_\_\_\_  
JTR \_\_\_\_\_  
AG \_\_\_\_\_  
EG \_\_\_\_\_  
AS \_\_\_\_\_  
PC \_\_\_\_\_  
JL \_\_\_\_\_  
JH \_\_\_\_\_

AWjr/a

Enclosures

cc: Wayne L. Schiefelbein, Esquire

NOON 7/14/99  
RECEIVED  
08 JUL 15 1999

DOCUMENT NUMBER-DATE

08461 JUL 15 99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint Petition for approval : DOCKET NO.  
of territorial boundary agreement :  
in Hillsborough, Polk, and Osceola :  
Counties by Peoples Gas System : Submitted for Filing:  
and Chesapeake Utilities : 7-15-99  
Corporation. :

**JOINT PETITION**

Petitioners, Peoples Gas System, a division of Tampa Electric Company ("PGS") and Chesapeake Utilities Corporation, doing business in Florida as Central Florida Gas Company, ("CUC") by their undersigned attorneys and pursuant to Section 366.04(3)(a), *Florida Statutes*, And Rule 25-7.0471, *Florida Administrative Code*, jointly file this petition for an order approving the territorial boundary agreement between PGS and CUC attached hereto as Exhibit 1, and in support thereof state as follows:

1. The names and mailing addresses of the petitioners are:

Peoples Gas System	Chesapeake Utilities Corporation
P. O. Box 2562	P.O. Box 960
Tampa, Florida 33601-2562	Winter Haven, Florida 33882

2. The names and mailing addresses of the persons authorized to receive notices and communications with respect to this petition are:

As to PGS:	Ansley Watson, Jr.	Angela Llewellyn
	James M. (Buddy) Robinson IV	Peoples Gas System
	Macfarlane Ferguson & McMullen	P. O. Box 2562
	P. O. Box 1531	Tampa, Florida 33601-2562
	Tampa, Florida 33601-1531	
As to CUC:	Wayne L. Schiefelbein	Thomas Geoffroy
	Attorney at Law	Chesapeake Utilities Corporation
	P.O. Box 13688	P.O. Box 960
	Tallahassee, Florida 32317	Winter Haven, Florida 33882

DOCUMENT NUMBER-DATE

08461 JUL 15 99

## BACKGROUND

3. CUC is presently providing natural gas service in eastern portions of Hillsborough County near the Hillsborough County-Polk County line, in eastern portions of Polk County near the Polk County-Osceola County line and in other portions of the State of Florida near areas in which PGS presently provides natural gas service. PGS is presently providing natural gas service throughout the State of Florida, including portions of Hillsborough County, western portions of Polk County near the Hillsborough County-Polk County line, western portions of Osceola County near the Polk County-Osceola County line, and other portions of the State of Florida in which CUC presently provides natural gas service.

4. Potential disputes have arisen between CUC and PGS with respect to which of them should serve potential natural gas customers located in Hillsborough, Polk and Osceola Counties. In order to resolve these potential disputes, the petitioners have entered into an agreement (the "Amended and Restated Territorial Boundary Agreement"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The Amended and Restated Territorial Boundary Agreement defines the territorial service areas of each petitioner in portions of Hillsborough, Polk and Osceola Counties.

5. There already exists a Territorial Boundary Agreement between the parties dated October 6, 1989, and a modification thereto dated August 9, 1993 (collectively, the "Prior Agreement"), each of which has been approved by the Commission and relates to territorial boundaries between the parties' respective service areas in Hillsborough and Polk Counties. The Commission's approval of the Amended and Restated Territorial Boundary Agreement will amend and restate the delineation of the territorial boundaries between the service areas of PGS and CUC prescribed by the Prior Agreement and delineate additional territorial areas, thereby avoiding future

potential disputes between the petitioners in these areas.

**RELIEF REQUESTED**

---

6. Petitioners seek the Commission's approval, pursuant to Section 366.04(3)(a), *Florida Statutes*, and Rule 25-7.0471, *Florida Administrative Code*, of the Amended and Restated Territorial Boundary Agreement, such approval being a condition precedent to the effectiveness of the agreement and the territorial boundaries set forth therein. Any modification of the agreement, once approved by the Commission, would also require the Commission's approval prior to such modification's becoming effective. Written descriptions of the boundary lines are set forth in Sections 2.1 - 2.4 of the Amended and Restated Territorial Boundary Agreement, and such lines are depicted on maps attached as Exhibits A, B and C to the agreement.

7. All terms and conditions pertaining to the Amended and Restated Territorial Boundary Agreement, and the implementation thereof, are set forth in such agreement.

8. Attached hereto as Exhibit 2 is a summary of existing customers to be transferred from each petitioner to the other as a result of the Amended and Restated Territorial Boundary Agreement. Each customer which will be transferred from one petitioner to the other pursuant to the agreement has been contacted, and has been provided an explanation of the difference between the rates currently applicable to service and the service rates which would apply following consummation of the transfer.

9. Sections 2.5 and 2.6 of the Amended and Restated Territorial Boundary Agreement provide for the transfer of certain additional rights and properties. The agreement provides that the price to be paid by the transferee party to the transferring party for such properties shall be depreciated book value. Petitioners have agreed that the price to be paid by CUC to PGS for such facilities and the price to be paid by PGS to CUC for such facilities will be determined upon the

later to occur of (a) the completion of construction of the properties, or (b) the approval of this agreement by the Commission. Petitioners submit that this mechanism for determining the purchase prices is reasonable.

---

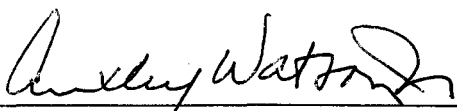
10. Each of PGS and CUC represents that approval and implementation of the Amended and Restated Territorial Boundary Agreement will not cause a decrease in the availability or reliability of natural gas service to existing or future ratepayers of either PGS or CUC.

11. Absent the Commission's approval of the agreement, the plans of CUC and PGS for providing retail natural gas service in portions of Hillsborough, Polk and Osceola Counties would overlap. Petitioners submit that approval of the agreement by the Commission will avoid the future uneconomic duplication of facilities by PGS and CUC, will expedite the handling of applications for service by future potential customers, and is therefore in the public interest.

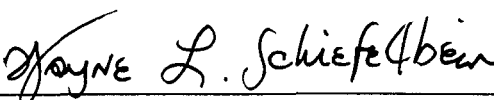
WHEREFORE, CUC and PGS respectfully request that the Commission enter its order approving and adopting the Amended and Restated Territorial Boundary Agreement.

DATED this 14<sup>TH</sup> day of July, 1999.

**PEOPLES GAS SYSTEM,**  
a division of Tampa Electric Company

  
\_\_\_\_\_  
ANSLEY WATSON, JR.  
JAMES M. (BUDDY) ROBINSON IV  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, Florida 33601-1531  
(813) 273-4200

**CHESAPEAKE UTILITIES  
CORPORATION**

  
\_\_\_\_\_  
WAYNE L. SCHIEFELBEIN  
Attorney at Law  
P.O. Box 13688  
Tallahassee, Florida 32317  
(850) 297-9890

**AMENDED AND RESTATED**  
**TERRITORIAL BOUNDARY AGREEMENT**

**Section 0.1** THIS AMENDED AND RESTATED TERRITORIAL BOUNDARY AGREEMENT (this "Agreement") is made and entered into this 9 day of July, 1999, by and between **Peoples Gas System, a division of Tampa Electric Company**, a corporation organized and existing under the laws of the State of Florida ("PGS"), and **Chesapeake Utilities Corporation**, a corporation organized and existing under the laws of the State of Delaware doing business in Florida as Central Florida Gas Company ("CUC"). PGS and CUC are hereinafter sometimes referred to singularly as a "party" and collectively as the "parties."

**WITNESSETH:**

**Section 0.2** WHEREAS, CUC is presently providing natural gas service in eastern portions of Hillsborough County near the Hillsborough County-Polk County line, in eastern portions of Polk County near the Polk County-Osceola County line and in other portions of the State of Florida near areas in which PGS presently provides natural gas service; and

**Section 0.3** WHEREAS, PGS is presently providing natural gas service throughout the State of Florida, including portions of Hillsborough County, western portions of Polk County near the Hillsborough County-Polk County line, western portions of Osceola County near the Polk County-Osceola County line, and other portions of the State of Florida in which CUC presently provides natural gas service; and

**Section 0.4** WHEREAS, potential disputes have arisen between PGS and CUC regarding service to potential natural gas customers located in Hillsborough, Polk, and Osceola Counties; and

**Section 0.5** WHEREAS, PGS and CUC desire to resolve the potential disputes between them in order that present and future applicants for natural gas service may expeditiously obtain such

service from one or the other of them; and

**Section 0.6** WHEREAS, the respective areas of service of the parties are contiguous in certain areas with the result that duplication of service facilities is likely to occur in the future unless such duplication is precluded by virtue of this Agreement; and

**Section 0.7** WHEREAS, the parties recognize that any duplication of said service facilities may result in needless and wasteful expenditures and investments that are detrimental to the public interest; and

**Section 0.8** WHEREAS, the parties desire to avoid and eliminate the circumstances giving rise to the aforesaid potential duplications and toward that end have entered into this Agreement to delineate their respective service areas in the localities where such potential duplications are likely or may have occurred; and

**Section 0.9** WHEREAS, the Florida Public Service Commission (the "FPSC") 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; and

**Section 0.10** WHEREAS, there already exists a Territorial Boundary Agreement between the parties dated October 6, 1989, and a modification thereto dated August 9, 1993 (collectively, the "Prior Agreement"), each of which has been approved by the FPSC and relates to territorial boundaries between the parties' respective service areas in Hillsborough and Polk Counties; and

**Section 0.11** WHEREAS, this Agreement amends and restates the delineation of the territorial boundaries between the service areas of PGS and CUC prescribed by the Prior Agreement and delineates additional territorial areas, thereby avoiding future potential disputes; and

**Section 0.12** WHEREAS, execution of this Agreement by the parties is not conditioned upon the acceptance of or agreement to any other contractual arrangements pending or contemplated by or between the parties.

**Section 0.13** NOW, THEREFORE, in fulfillment of the purposes and desires 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, hereby agree as follows:

## **ARTICLE I**

### **TERM OF AGREEMENT**

**Section 1.1** After this Agreement becomes effective pursuant to Section 4.4 hereof, it shall continue in effect until modification shall be mutually agreed upon and approved by the FPSC, or until termination or modification shall be mandated by a governmental entity or court with appropriate jurisdiction.

## **ARTICLE II**

### **BOUNDARY PROVISIONS**

**Section 2.1** The map attached hereto and labeled Exhibit A depicts boundary lines inside or along the governmental boundaries of Polk County delineating, as between the parties, a natural gas service area reserved to PGS. Said boundary lines are more specifically described as follows:

**Western Boundary:** From the intersection of State Road 54 with the Pasco County-Polk County line (west of State Road 35), run south along the Pasco County-Polk County line to its intersection with the Hillsborough County line, then east along the Hillsborough County-Polk County line to the northeast corner of Hillsborough County, then south along the



Hillsborough County-Polk County line to the northern terminus of County Line Road, then southerly along the centerline of County Line Road to its intersection with the centerline of State Road 60.

---

Southern Boundary: From the southern terminus of the Western Boundary described above, run east along an imaginary line to an imaginary line made by extending south the centerline of Yarborough Lane, then north to an imaginary line made by extending west the centerline of Wallace Road, then east to a point which is 0.4 mile east of the section line between Section 7 and 8, Township 29 South, Range 25 East (in the approximate center of Lake Hancock).

Eastern Boundary: From the eastern terminus of the Southern Boundary described above, run north to a point 200 feet south of the centerline of U.S. Highway 92, then westerly (along a line generally parallel to and 200 feet south of the centerline of U.S. Highway 92) to a point which is 0.3 mile west of Old Dixie Highway, then north to a point 200 feet north of the centerline of U.S. Highway 92, then easterly (along a line generally parallel to and 200 feet north of the centerline of U.S. Highway 92) to an imaginary line extending north from a point which is 0.4 mile east of the section line between Sections 7 and 8, Township 29 South, Range 25 East (in the approximate center of Lake Hancock), then north to the northeast corner of Section 31, Township 27 South, Range 25 East, then westerly to the northwest corner of Section 31, Township 27 South, Range 25 East, then north to the southwest corner of Section 6, Township 27 South, Range 25 East, then east to the southeast corner of Section 6, Township 27 South, Range 25 East, then north to the Polk County-Lake County line.

Northern Boundary: From the northern terminus of the Eastern Boundary described above,

run west, south and west along the Polk County-Lake County line to its intersection with the Sumter County line, then south along the Polk County-Sumter County line to the Withlacoochee River, then westerly along the Withlacoochee River to its intersection with the Pasco County line, then south and west along the Pasco County-Polk County line to the point of beginning of the Western Boundary described above.

That area in Polk County lying within the boundaries described in this Section 2.1 is reserved to PGS (as relates to CUC) with respect to service to natural gas customers. In addition, although lying within the boundaries described in Section 2.1, CUC shall be entitled to provide natural gas service to that property located in the Lakeland Regional Industrial Park owned by MPI, Inc., its successors and assigns.

**Section 2.2** The map attached hereto and labeled Exhibit B depicts boundary lines inside the governmental boundaries of Hillsborough County delineating, as between the parties, a natural gas service area reserved to CUC. Said boundary lines are more specifically described as follows:

From a point of beginning at the northeast corner of Section 7, Township 28 South, Range 21 East, go south to the northeast corner of Section 7, Township 29 South, Range 21 East, then east to the northeast corner of Section 8, Township 29 South, Range 21 East, then north to the northeast corner of Section 8, Township 28 South, Range 21 East, then west to the point of beginning.

That area in Hillsborough County lying within the boundaries described in this Section 2.2 is reserved to CUC (as relates to PGS) with respect to service to natural gas customers.

**Section 2.3** The map attached hereto and labeled Exhibit B also depicts boundary lines inside the governmental boundaries of Hillsborough County delineating, as between the parties, a

natural gas service area reserved to PGS. Said boundary lines are more specifically described as follows:

---

From a point of beginning being 0.3 miles north of the southwest corner of Section 4, Township 30 South, Range 21 East, go south to the southeast corner of Section 8, Township 30 South, Range 21 East, then east to the southeast corner of Section 11, Township 30 South, Range 21 East, then south to the southeast corner of Section 23, Township 30 South, Range 21 East, then west to the southeast corner of Section 21, Township 30 South, Range 21 East, then north to the northeast corner of Section 21, Township 30 South, Range 21 East, then northwesterly to a point 0.3 miles north of the southwest corner of Section 6, Township 30 South, Range 21 East, then east to the point of beginning.

That area in Hillsborough County lying within the boundaries described in this Section 2.3 is reserved to PGS (as relates to CUC) with respect to service to natural gas customers.

**Section 2.4** The map attached hereto and labeled Exhibit C depicts boundary lines inside or along the governmental boundaries of Polk and Osceola Counties delineating, as between the parties, a natural gas service area reserved to PGS. Said boundary lines are more specifically described as follows:

From a point of beginning being 0.2 miles east of the southeast corner of Section 5, Township 26 South, Range 30 East, go generally south southeast along the east right-of-way of the Florida Turnpike, S. R. 91, to the southeast corner of Section 16, Township 26 South, Range 30 East, then west to the northeast corner of Section 21, Township 26 South, Range 30 East, then south to the southeast corner of Section 33,

Township 27 South, Range 29 East, then west to the northeast corner of Section 4,  
Township 28 South, Range 29 East, then south to the southeast corner of Section 21,

---

Township 28 South, Range 29 East, then west to the southwest corner of Section 20,  
Township 28 South, Range 28 East, then north to the northeast corner of Section 6,  
Township 28 South, Range 28 East, then east to the southeast corner of Section 31,  
Township 27 South, Range 28 East, then north to the northeast corner of Section 18,  
Township 26 South, Range 28 East, being the Polk-Osceola County boundary line,  
then north northwest along the Polk-Osceola County line to a point 0.5 miles north  
of the south boundary line of Section 6, Township 26 South, Range 28 East, on the  
Polk-Osceola County line, then north to a point 0.25 miles east of the northwest  
corner of Section 31, Township 25 South, Range 28 East, then east to the northeast  
corner of Section 36, Township 25 South, Range 28 East, then south to the southwest  
corner of Section 6, Township 26 South, Range 29 East, then east to the point of  
beginning.

That area in Polk and Osceola Counties lying within the boundaries described in this Section 2.4 is reserved to PGS (as relates to CUC) with respect to service to natural gas customers.

**Section 2.5** PGS grants the following additional property and rights to CUC according to the terms hereinafter provided:

- A. Those properties and appurtenances extending from the FGT pipeline necessary to serve Lancaster Correctional Facility in Gilchrist County and North Florida Reception Center in Union County shall be transferred to CUC at depreciated book value. Upon the transfer of such properties and appurtenances, PGS shall use commercially reasonable efforts to transfer

to CUC any contracts providing for natural gas transportation or service to the aforementioned government facilities to CUC.

---

- B. CUC shall have the right to purchase gas through the PGS Fish Hawk Ranch Gate Station in Hillsborough County at the rate set forth in PGS's Rate Schedule WHS (Natural Gas Tariff, Original Volume No. 1). PGS reserves the right to approve the amounts, timing and technical standards for transportation through the PGS Fish Hawk Ranch Gate Station. Such approval shall not be unreasonably withheld.

**Section 2.6** CUC grants the following additional properties to PGS according to the terms hereinafter provided:

- A. Those properties and appurtenances known as the Fish Hawk Ranch Gate Station shall be transferred to PGS at depreciated book value.
- B. All properties and gas distribution facilities fed by the Fish Hawk Ranch Gate Station and used to serve gas customers shall be transferred to PGS at depreciated book value.

**Section 2.7** The parties recognize that the property and appurtenances to be transferred pursuant to sections 2.5 and 2.6 are currently under construction. The parties agree that the transfer of such property and appurtenances shall be consummated upon the later to occur of (a) the completion of their construction, including the receipt of all contributions in aid of construction thereof, or (b) the approval of this Agreement by the FPSC as provided in section 4.4.

**Section 2.8** In the event any conflict between the boundary lines as marked on Exhibits A, B and C and the written descriptions of such boundary lines set forth in Sections 2.1-2.4, said written descriptions shall control. This Agreement 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.

**Section 2.9** Each of the parties agrees that it will not, except as provided in Section 2.11, provide or offer to provide natural gas service to future customers within the territory herein reserved to the other party, provided however that PGS shall retain the right to serve facilities owned or operated by Tampa Electric Co. and its affiliated companies located within CUC's territory where practicable.

**Section 2.10** The parties recognize that, in specific instances, good engineering practices (or economic constraints on one of the parties) may from time-to-time indicate that small service areas and/or future natural gas customers should not be served by the party in whose territory such areas or customers are then located under Sections 2.1-2.4. In such instances, the parties agree to jointly and expeditiously seek approval of the FPSC for modification of this Agreement in order to permit the appropriate party to provide service to such small service areas and/or future natural gas customers.

**Section 2.11** To help facilitate the provision of natural gas service to customers and to minimize costs and delays in providing such service, a party to this Agreement which has a gas main installed on its side of a boundary line established in Sections 2.1-2.4 of this Agreement may temporarily serve customers located on the other side of such boundary line in territory herein reserved to another party; provided, however, that when such temporary service is contemplated by a party, it shall give written notice, setting forth the details of such contemplated service, to the party in whose territory the customer is located under Sections 2.1-2.4 of this Agreement, and to the FPSC, before installing any additional facilities needed for the provision of such temporary service. At such time as the party in whose territory such customers are located under Sections 2.1-2.4 has a gas

main available for providing natural gas service to such customers, the party providing temporary service pursuant to this section shall surrender any such customers upon the request of the party in whose territory such customers are located, and shall convey to such other party, at depreciated book value, such gas mains, service lines, and appurtenances thereto (previously used by the party in providing temporary service and located in the territory of the party which will provide service thereafter) as may be required by the party to serve such customers. Any customer who receives temporary natural gas service under the provisions of this section shall be notified in advance that when service is available from the party in whose territory such customer is located, the customer will be required to receive service from such party at such party's then-current rates, and that such temporary service is provided only as a temporary convenience to the customer.

**Section 2.12** Except as provided in Sections 2.5-2.6, nothing in this Agreement is intended to affect the gate stations, regulators, or gas mains of one party which are now or which may in the future be located in the service area of the other party, and any problems between the parties involving these types of facilities shall be settled at the General Office level of the parties. No such facilities shall be used by one party to provide natural gas service to customers located in the service area of the other party except as may be necessary to implement the provisions of Sections 2.1-2.4 or 2.11 hereof as the same may be in effect from time to time.

### **ARTICLE III**

#### **AUBURNDALE POWER PROVISIONS**

**Section 3.1** Notwithstanding the delineation of territorial boundaries in Section 2.1-2.4 and Exhibits A, B and C of this Agreement, PGS may, through a city gate facility or facilities, take service from an interstate and/or intrastate pipeline and tie into CUC's Pipeline (distribution)

Facilities, for the sole purpose of providing natural gas service to Auburndale Power Partners, Limited Partnership (“Auburndale Power”) . Exhibit D hereto is a map showing the location of Auburndale Power’s Power Generation Facility, CUC’s Pipeline Facilities and PGS’s current Delivery and Redelivery Points.

**Section 3.2** The parties acknowledge and agree that PGS shall not be permitted to construct its own pipeline facilities or other distribution facilities to serve Auburndale Power’s Power Generation Facility.

**Section 3.3** If PGS ceases to provide service to the Power Generation Facility, and Auburndale Power (or its successors or assigns) continues to operate the Power Generation Facility and does not assume ownership of PGS’s city gate facilities off of the Florida Gas Transmission Company (“FGT”) and/or other interstate or intrastate pipelines through which PGS had provided service to the Power Generation Facility, then CUC shall have a right of first refusal to purchase from PGS, at depreciated book value, such city gate facilities and appurtenances thereto.

**Section 3.4** If the Power Generation Facility terminates its operation, then CUC shall have a right of first refusal to purchase from PGS, at depreciated book value, PGS’s city gate facilities (and appurtenances thereto) off of the FGT and/or other interstate or intrastate pipelines through which PGS had provided service to the Power Generation Facility.

#### **ARTICLE IV**

#### **MISCELLANEOUS PROVISIONS**

**Section 4.1** The failure of either party to enforce any provision of this Agreement in any instance shall not be construed as a waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.



**Section 4.2** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

---

**Section 4.3** This Agreement shall be governed by the laws of the State of Florida.

**Section 4.4** The parties hereto recognize and agree that each of them is subject to the jurisdiction of the FPSC and further agree that this Agreement shall have no force or effect unless and until it is submitted to and approved by the FPSC in accordance with applicable procedures. The parties further agree that this Agreement, if and when approved by the FPSC, shall be subject to the continuing jurisdiction of the FPSC and may be terminated or modified only by order of the FPSC. No modification or termination of this Agreement by the parties hereto shall be effective unless and until approved by the FPSC (or any successor agency with power to consider approval or modification hereof). Each party agrees to promptly notify the other in writing of any petition, application or request for modification of this Agreement made to the FPSC and to serve upon the other party copies of all pleadings or other papers filed in connection therewith.

**Section 4.5** Prior to the second anniversary of the effective date of this Agreement and no more than every fifth anniversary thereafter, the Parties shall meet to review the status of this Agreement and shall submit a joint status report to the FPSC (or any successor agency with power to consider approval or modification hereof).

**Section 4.6** This Agreement shall be effective on the date it is approved by the FPSC in accordance with Section 4.4 hereof. As soon as practicable following the effective date of this Agreement, each party agrees to file any revisions to its tariffs on file with the FPSC which may be required as a result of the FPSC's approval hereof, and shall provide a copy of any such tariff revisions to the other party.

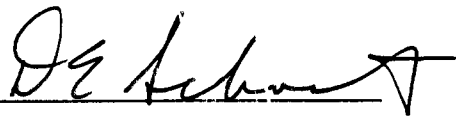
**Section 4.7** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one agreement.

---

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date and year first above stated.

ATTEST:

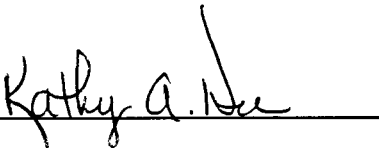
PEOPLES GAS SYSTEM, a division of  
Tampa Electric Company


By: 

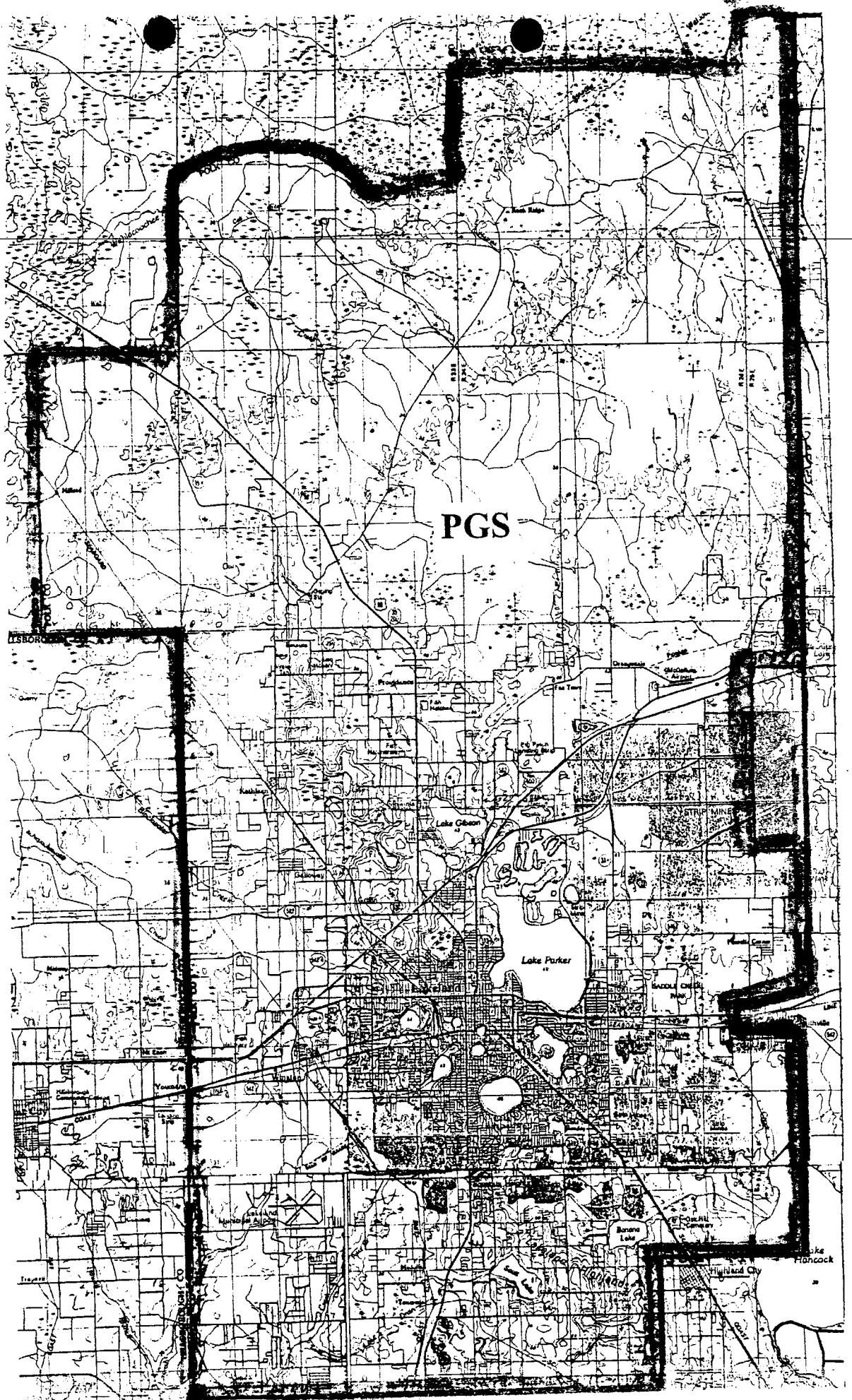
By: 

ATTEST:

CHESAPEAKE UTILITIES CORPORATION,  
doing business as Central Florida Gas Company

By: 

By:   
Stephen C. Thompson, Vice President



**EXHIBIT A**

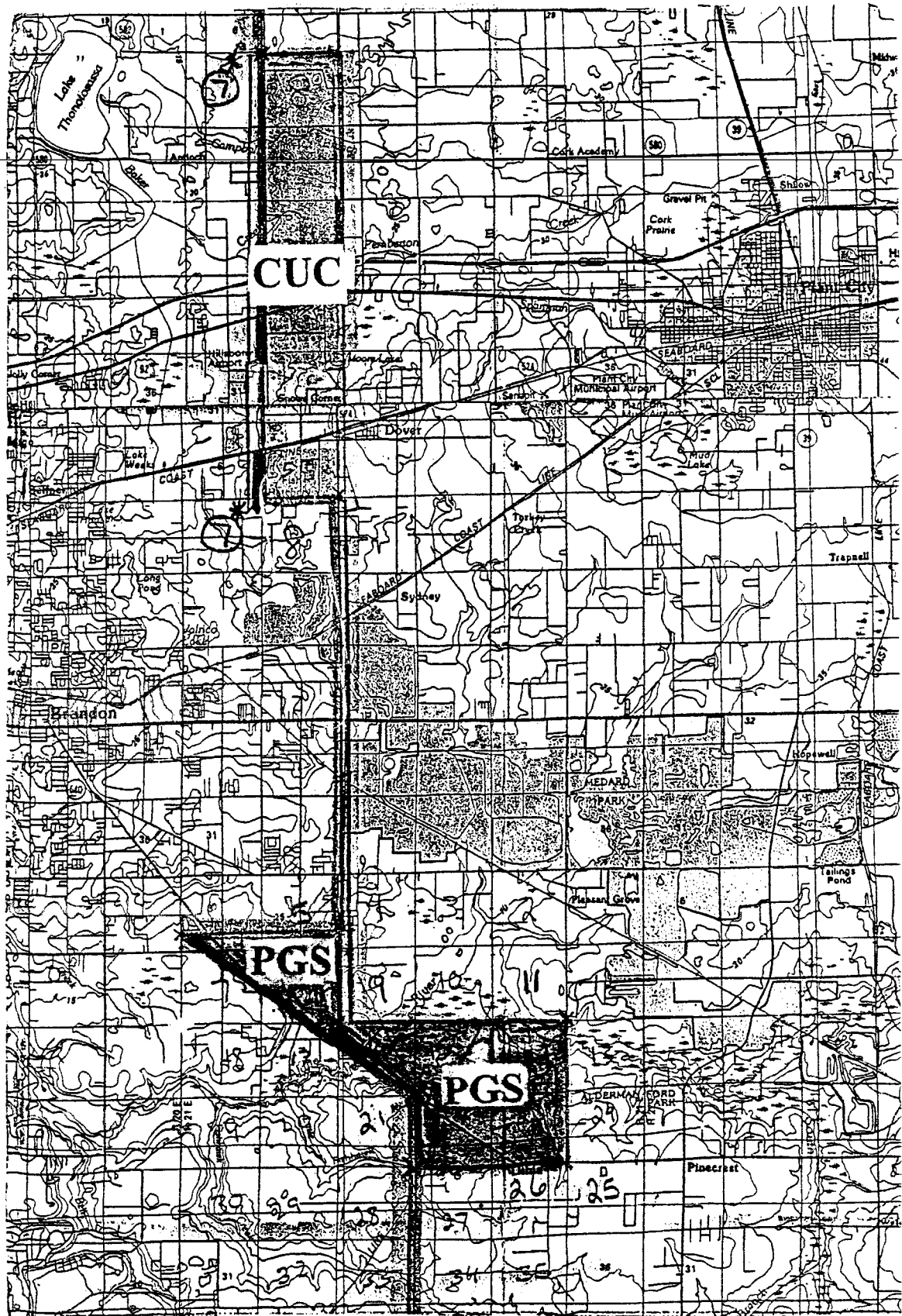


EXHIBIT B

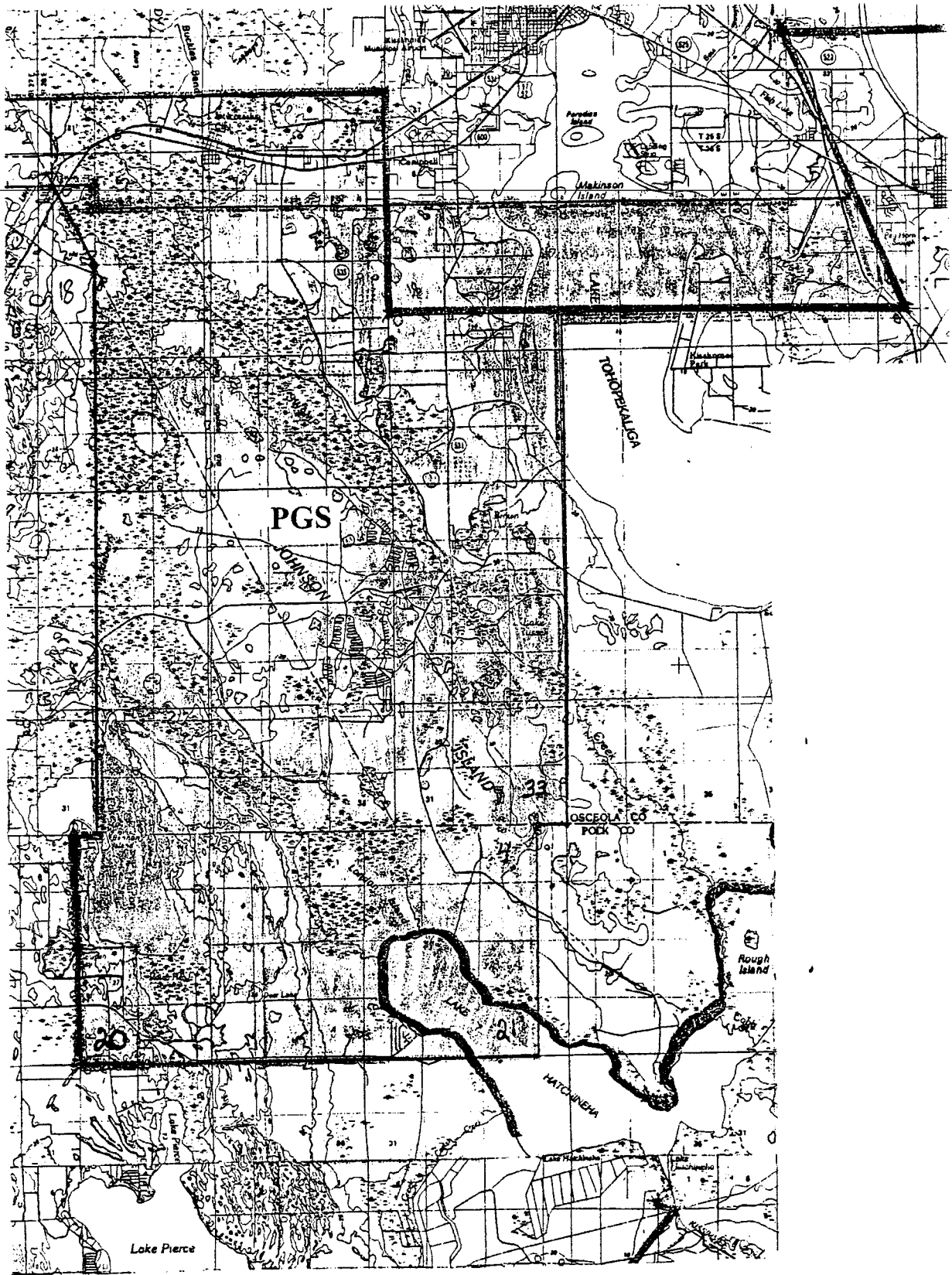


EXHIBIT C





PEOPLES GAS

William Anton  
5909 Falconpark CT  
Lithia Fl 33547

Westfield Homes  
17113 Falconridge Rd  
Lithia Fl 33547

Tampa District BD  
19252 Blount Rd  
Lutz Fl 33549

Kimball Homes  
5903 Falconwood Pl  
Lithia Fl 33547

Kimball Homes  
5915 Falconwood Pl  
Lithia FL 33547

Mouly Mains  
5919 Falconwood Pl  
Lithia FL 33547

Clinton Childress  
5921 Falconwood Pl  
Lithia Fl 33547

Bryan Senory  
16811 Harrierridge PL  
Lithia FL 33547

Brain Whitworth  
16830 Harrierridge  
Lithia Fl 33547

Don Martin  
16835 Harrierridge PL  
Lithia Fl 33547

Richard Chase  
16838 Harrierridge PL  
Lithia Fl 33547

Joelle Hushen  
16914 Harrierridge  
Litha Fl 33547

John & Philo. Lagreca  
16915 Harrierridge PL  
Lithia Fl 33547

Larry & Cheryl Higgins  
16918 Harrierridge PL  
Lithia Fl 33547

William Rynkowski  
16812 Harrierridge  
Litha Fl 33547

Joseph Affronti Jr  
5608 Hawkgrove PL  
Lithia Fl 33547

Quincy Martin  
5609 Hawkgrove PL  
Lithia Fl 33547

Jay Wickizer  
5610 Hawkgrove PL  
Lithia Fl 33547

Ronald Reintjes  
5621 Hawkgrove PL  
Lithia Fl 33547

John Heaser  
5701 Hawkgrove PL  
Lithia Fl 33547

American Her Homes  
5705 Hawklake RD  
Lithia Fl 33547

Roy Kendall  
5720 Hawkpark Blvd  
Lithia Fl 33547

Verona Allen  
16813 Hawkridge RD  
Lithia Fl 33547

Collen Sanders  
16852 Hawkridge RD  
Lithia Fl 33547

Susan Magann  
16805 Falconridge Rd  
Lithia, FL 33547

Raymond Dion  
16803 Falconridge Rd  
Lithia, FL 33547

Donald Kierman  
16807 Falconridge Rd  
Lithia, FL 33547

James Godin  
~~16811 Falconridge Rd~~  
Lithia, FL 33547

Tamarack Homes  
~~16812 Falconridge Rd~~  
Lithia, FL 33547

Tamarack Development Corp  
~~16814 Falconridge Rd~~  
Lithia, FL 33547

Gary Cockran  
16910 Falconridge Rd  
Lithia, FL 33547

Richard Sherkers  
16911 Falconridge Rd  
Lithia, FL 33547

Rose Maddix  
16912 Falconridge Rd  
Lithia, FL 33547

Lee Hoffman  
16914 Falconridge Rd  
Lithia, FL 33547

Paul & Deanna Bait  
16915 Falconridge Rd  
Lithia, FL 33547

Kimball Homes Model  
2907 Bay to Bay Blvd, Ste 301  
Tampa, FL 33629

American Heritage Homes  
8259 Causeway Blvd  
Tampa, FL 33619

Marcey Sipes  
16936 Falconridge Rd  
Lithia, FL 33547

Lonnie Carr  
16938 Falconridge Rd  
Lithia, FL 33547

Kimball Homes  
16940 Falconridge Rd  
Lithia, FL 33547

Joseph Ferguson  
16944 Falconridge Rd  
Lithia, FL 33547

Barry Matheney  
16945 Falconridge Rd  
Lithia, FL 33547

Stephen Reinhart  
16947 Falconridge Rd  
Lithia, FL 33547

Gylla Meckstroth  
16802 Harrierridge Pl  
Lithia, FL 33547

Fishhawk  
16805 Harrierridge Rd  
Lithia, FL 33547

Westfield Homes  
107 Dunbar Ave  
Oldsmar, FL 34677

Yolanda & Steve Simmons  
16808 Harrierridge Pl  
Lithia, FL 34547

Peter & Erin Kott  
16809 Harrierridge Pl  
Lithia, FL 33547

Robert Kizzian  
16813 Harrierridge Pl  
Lithia, FL 33547

Holly Brundage-Negron  
16814 Harrierridge Pl  
Lithia, FL 33547

Carl Gladfelter  
16817 Harrierridge Pl  
Lithia, FL 33547

Dalewood McDonald  
16819 Harrierridge Pl  
Lithia, FL 33547

Richard Patenaude  
16821 Harrierridge Pl  
Lithia, FL 33547

Laurre Nadeau  
16823 Harrierridge Pl  
Lithia, FL 33547



Donald Mitchell  
16825 Harrierridge Pl  
Lithia, FL 33547

Stephen A Fish  
16827 Harrierridge Pl  
Lithia, FL 33547

Norm Alger  
16831 Harrierridge Pl  
Lithia, FL 33547

Jeff Povilus  
16834 Harrierridge Pl  
Lithia, FL 33547

Fred Cortes  
16836 Harrierridge Pl  
Lithia, FL 33547

Laura Lambert  
16903 Harrierridge Pl  
Lithia, FL 33547

John W Berninger  
16906 Harrierridge Pl  
Lithia, FL 33547

Maria Cosino  
16907 Harrierridge Pl  
Lithia, FL 33547

Keith & Elena Bartlett  
16908 Harrierridge Pl  
Lithia, FL 33547

Craig Redanz  
16909 Harrierridge Pl  
Lithia, FL 33547

Larry Harris  
16910 Harrierridge Pl  
Lithia, FL 33547

Cecil F Hasty  
16916 Harrierridge Pl  
Lithia, FL 33547

Phillip J Chapa  
16917 Harrierridge Pl  
Lithia, FL 33547

Don R Reynolds  
16815 Harrierridge Rd  
Lithia, FL 33547

Shannon Long  
17008 Hawkcrest Dr  
Lithia, FL 33547

Tara Chisolm  
5611 Hawkgrove Pl  
Lithia, FL 33547

Anthony Ackerman  
5611 Hawkgrove Pl  
Lithia, FL 33547

Tracy & David Merriam  
5703 Hawkgrove Pl  
Lithia, FL 33547

Jerry & Christina Allen  
5704 Hawkgrove Pl  
Lithia, FL 33547

Glenda Mendello  
5705 Hawkgrove Pl  
Lithia, FL 33547

Scott J Dispenza  
5706 Hawkgrove Pl  
Lithia, FL 33547

Marina Ciccarello  
5709 Hawkgrove Pl  
Lithia, FL 33547

Reanee Rodfeld  
5713 Hawkgrove Pl  
Lithia, FL 33547

Fishhawk  
15703 Hawkpark Blvd  
Lithia, FL 33547

American Heritage Homes  
8259 Causeway Blvd  
Tampa, FL 33619

Lewis Briggs  
16843 Hawkridge Rd  
Lithia, FL 33547

Scott Taylor  
16845 Hawkridge Rd  
Lithia, FL 33547

Richelle Wiska  
16847 Hawkridge Rd  
Lithia, FL 33547

Jack Crow  
16849 Hawkridge Rd  
Lithia, FL 33547

James & Justine Oko  
16856 Hawkridge Rd  
Lithia, FL 33547

Jose Jimenez  
16906 Hawkridge Rd  
Lithia, FL 33547

Adam & Connie Gray  
16908 Hawkridge Rd  
Lithia, FL 33547

Robin Lear  
16910 Hawkridge Rd  
Lithia, FL 33547

Hebert Pieper  
16916 Hawkridge Rd  
Lithia, FL 33547

John W Boor  
16919 Hawkridge Rd  
Lithia, FL 33547

Aaron Clemts  
16922 Hawkridge Rd  
Lithia, FL 33547

Robin & Sharon Davis  
16929 Hawkridge Rd  
Lithia, FL 33547

Shaun Cook  
16920 Hawkridge Rd  
Lithia Fl 33547

Diana Terenzi  
PO Box 356  
Lithia Fl 33547

Holly & Ken Wood  
16915 Hawkridge RD  
Lithia Fl 33547

Jose Jimenez  
16906 Hawkridge RD  
Lithia Fl 33547

Adam & Connie Gray  
16908 Hawkridge  
Lithia Fl 33547

Jason Rickard  
5825 Hawkwood CT  
Lithia Fl 33547

Hebert Pieper  
16919 Hawkridge Rd  
Lithia Fl 33547

John Boor  
16919 Hawkridge Rd  
Lithia Fl 33547

Robin Lear  
16910 Hawkridge RD  
Lithia Fl 33547

Robin & Sharon Davis  
16929 Hawkridge Rd  
Lithia Fl 33547

Aaron Clemts  
16922 Hawkridge Rd  
Lithia Fl 33547

Mr. Bill Thurber  
Assistant Secretary for Administration  
Department of Corrections  
Lancaster Correctional Institute  
2601 Blairstone Road  
Tallahassee, FL 32399-2500

Mr. Bill Thurber  
Assistant Secretary for Administration  
Department of Corrections  
North Florida Reception Center  
2601 Blairstone Road  
Tallahassee, FL 32399-2500