

First Addendum to TECO Franchise Agreement

THIS ADDENDUM TO THE FRANCHISE AGREEMENT, (“Addendum”) is made and entered into this ___ day of _____ 2022 by and between the Village of Estero (“Village”), a Florida municipal corporation, and Peoples Gas System, Inc. (“TECO”), a Florida for-profit corporation, and collectively referred to as the “Parties.”

WHEREAS, it was the intent of the Village and Peoples Gas to enter into a binding franchise agreement; and

WHEREAS, on July 21, 2021 the Village Council adopted Ordinance 2021-09 (the “Agreement”) granting TECO a 20 year gas franchise within the Village limits, however TECO did not accept the terms within 60 days as provided in the Ordinance; and

WHEREAS, the Village and TECO hereby wish to further address issues related to the Ordinance and Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and TECO agree as follows:

A. Franchise Agreement. Notwithstanding the provisions of Section 19 of the Agreement, TECO hereby accepts and affirms all provisions of the Agreement which is hereby incorporated by reference as if set forth fully herein.

B. Effective Date. This Addendum shall become effective as of the date of so indicated above.

C.

IN WITNESS WHEREOF, THIS ADDENDUM has been executed by the parties herein:

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

PEOPLES GAS SYSTEMS, INC.

Witness #1 Signature By: _____

Witness #1 Printed Name Its: _____

Witness #2 Signature

Witness #2 Printed Name

State of Florida
County of _____

The foregoing instrument was acknowledged before me this
_____ day of _____, 2022 by _____ as
_____, on behalf of the Peoples Gas System, Inc. who is personally
known to me _____ or has produced _____ as identification.

[SEAL]

Notary Public Signature

Printed Name

Notary Expiration

