

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES  
PURSUANT TO SECTION 12(B) OR 12(G) OF THE  
SECURITIES EXCHANGE ACT OF 1934

CHESAPEAKE UTILITIES CORPORATION  
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(Exact name of registrant as specified in its charter)

Delaware ----- (State or other jurisdiction of incorporation)	51-0064146 ----- (I.R.S. Employer Identification No.)
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909 Silver Lake Boulevard, Dover, Delaware 19904  
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(Address of principal executive offices, including Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered -----	Name of each exchange on which each class is to be registered -----
Rights to Purchase Series A Participating Cumulative Preferred Stock	New York Stock Exchange

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates: \_\_\_\_\_ (if applicable)

Securities to be registered pursuant to Section 12(g) of the Act:

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(Title of class)

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(Title of class)

ITEM 1. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

On August 20, 1999, the Board of Directors of Chesapeake Utilities Corporation (the "Corporation") declared a dividend distribution of one preferred share purchase right (a "Right") for each outstanding share of Common Stock, par value \$0.48 2/3 per share (a "Common Share"), of the Corporation. The dividend is

payable to the stockholders of record on September 3, 1999 (the "Record Date"). One Right also will be issued with each Common Share issued thereafter until the Distribution Date (as defined below) and, in certain circumstances, with each Common Share issued after the Distribution Date. Except as set forth below, each Right, when it becomes exercisable, entitles the registered holder to purchase from the Corporation one-fiftieth of a share of Series A Participating Cumulative Preferred Stock, par value \$.01 per share (the "Preferred Shares"), of the Corporation at a price of \$54.56 per one-fiftieth of a Preferred Share (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement") between the Corporation and BankBoston, N.A., as Rights Agent (the "Rights Agent"), dated as of August 20, 1999.

The following summary of the material terms of the Rights Agreement is a general description only and is subject to the detailed terms and conditions set forth in the Rights Agreement. A copy of the Rights Agreement is attached as Exhibit 1 to this Form 8-A, and is hereby incorporated herein by reference.

#### Rights Are Evidenced by Common Share Certificates until Distribution Date

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Initially, the Rights will be attached to all certificates representing Common Shares then outstanding, and no separate Right Certificates will be distributed. The Rights will separate from the Common Shares upon the earliest to occur of (i) the date of a public announcement that a person or group of affiliated or associated persons have acquired beneficial ownership of 15% or more of the outstanding Common Shares (except pursuant to a tender or exchange offer that is for all outstanding Common Shares at a price and on terms which a majority of the members of the Board of Directors who are not employees of the Corporation and who are not affiliated with the Acquiring Person (as defined below) determines to be adequate and in the best interests of the Corporation and its stockholders other than such Acquiring Person and its affiliates and associates (a "Permitted Offer") or (ii) 10 days (or such later date as the Board may determine) following the commencement of, or announcement of an intention to make, a tender offer or exchange offer the consummation of which would result in a person or group becoming an Acquiring Person (as hereinafter defined) (the earliest of such dates being called the "Distribution Date"). A person or group whose acquisition of Common Shares causes a Distribution Date pursuant to clause (i) above is an "Acquiring Person." The date that a person or group becomes an Acquiring Person is the "Shares Acquisition Date."

The Rights Agreement provides that, until the Distribution Date, the Rights will be transferred with and only with the Common Shares. Until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Share certificates issued after the Record Date upon transfer or new issuance of Common Shares will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender for transfer of any certificates for Common Shares outstanding as of the Record Date, with or without such notation or a copy of this Summary of Rights being attached thereto, will also constitute the transfer of the Rights associated with the Common Shares represented by such certificate. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Common Shares as of the close of business on the Distribution Date (and to each initial record holder of certain Common Shares issued after the Distribution Date), and such separate Right Certificates alone will evidence the Rights.

#### Expiration of Rights

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The Rights are not exercisable until the Distribution Date and will expire at the close of business on August 20, 2009, unless earlier redeemed by the Corporation as described below.

#### Flip-In Events

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In the event that any person becomes an Acquiring Person (the "Flip-In Event"), each holder of a Right will thereafter have the right to receive, upon exercise, the number of Common Shares (or, in certain circumstances, other securities of the Corporation) having a value (immediately prior to such triggering event) equal to two times the exercise price of the Right. Notwithstanding the foregoing, following the occurrence of such an event, all Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person or any affiliate or associate thereof will be null and void.

#### Flip-Over Events

A Flip-Over Event will occur in the event that, at any time following the Shares Acquisition Date, (i) the Corporation is involved in a merger or other business combination transaction (whether or not the Corporation is the surviving entity) with, or (ii) more than 50% of the Corporation's assets or earning power is sold or transferred to, in either case an Acquiring Person or any of its affiliates or associates or, if the holders of the outstanding Common Shares are not treated alike, any other entity. Upon the occurrence of a Flip-Over Event, each holder of a Right (except for the Rights of an Acquiring Person or any of its affiliates and associates which, as described above, shall have become null and void) generally shall have the right to receive, upon exercise, common shares of the acquiring company having a value equal to two times the exercise price of the Right.

#### Exchange Provision

At any time after an Acquiring Person obtains 15% or more of the Common Shares and prior to the acquisition by an Acquiring Person of 50% or more of the outstanding Common Shares, the Board of Directors may elect to exchange the Rights (other than the Rights owned by the Acquiring Person and any of its affiliates and associates), in whole or in part, for Common Shares at an exchange ratio of one Common Share per Right (subject to adjustment).

#### Adjustment of the Purchase Price and Securities Issuable upon Exercise of Rights

The Purchase Price payable, and the number of Preferred Shares, Common Shares or other securities issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Shares, (ii) upon the grant to holders of the Preferred Shares of certain rights or warrants to subscribe for or purchase Preferred Shares at a price, or securities convertible into Preferred Shares with a conversion price, less than the then current market price of the Preferred Shares, or (iii) upon the distribution to holders of the Preferred Shares of evidences of indebtedness or assets (excluding regular quarterly cash dividends) or of subscription rights or warrants (other than those referred to above). With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in the Purchase Price.

#### Terms of the Preferred Stock

The Preferred Shares purchasable upon exercise of the Rights will not be redeemable. Each Preferred Share will be entitled to a minimum preferential quarterly dividend payment equal to the greater of (i) \$13.00 per share (or \$.26 per 1/50th of a Preferred Share) and (ii) an aggregate dividend per share of 50 times (subject to adjustment) the dividend declared per Common Share. In the event of liquidation, the holders of the Preferred Shares will be entitled to a minimum preferential liquidation payment of \$ 900.00 per share (or \$18.00 per 1/50th of a Preferred Share); thereafter, and after the holders of the Common Shares receive a liquidation payment of \$18.00 per share, the holders of the Preferred Shares and the holders of the Common Shares will share the remaining assets in the ratio of 50 (subject to adjustment) to one for each Preferred Share and Common Share so held, respectively. In the event of any merger, consolidation or other transaction in which Common Shares are exchanged, each Preferred Share will be entitled to receive 50 times (subject to adjustment) the amount received per Common Share. The holders of Preferred Shares will be entitled to vote on all matters submitted to a vote of the Common Shares (with the Preferred Shares being entitled to 50 votes per share). In the event that the amount of accrued and unpaid dividends on the Preferred Shares is equivalent to six full quarterly dividends or more, the holders of the Preferred Shares shall have the right, voting as a class, to elect two directors in addition to the directors elected by the holders of the Common Shares until all cumulative dividends on the Preferred Shares have been paid through the last quarterly dividend payment date. These rights are protected by customary antidilution provisions.

Because of the nature of the dividend, liquidation and voting rights of the Preferred Shares, the value of a one-fiftieth interest in a Preferred Share purchasable upon the exercise of a Right should approximate the value of one Common Share.

No fractional Preferred Shares will be issued (other than fractions which are one-fiftieth or integral multiples of one-fiftieth of a Preferred Share, which may, at the election of the Corporation, be evidenced by depositary receipts)

and in lieu thereof, an adjustment in cash will be made based on the market price of the Preferred Shares.

#### Redemption of Rights

At any time prior to the earlier to occur of (i) a person becoming an Acquiring Person or (ii) the expiration of the Rights, the Corporation may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the "Redemption Price"), which redemption shall be effective upon the action of the Board of Directors. Additionally, following a Flip-In Event and prior to a Flip-Over Event, the Corporation may redeem the then outstanding Rights in whole, but not in part, at the Redemption Price, provided that such redemption is in connection with a merger or other business combination transaction or series of transactions involving the Corporation in which all holders of Common Shares are treated alike but not involving an Acquiring Person or any of its affiliates or associates.

#### Amendment of Rights Agreement

All of the provisions of the Rights Agreement may be amended by the Board of Directors of the Corporation at any time prior to the Distribution Date without the approval of the holders of the Rights. After the Distribution Date, the provisions of the Rights Agreement may be amended by the Board of Directors without the approval of the holders of the Rights to cure any ambiguity, defect or inconsistency or to make changes which do not adversely affect the interests of holders of Rights (excluding the interests of any Acquiring Person or its affiliates or associates).

#### Certain Anti-takeover Effects

The Rights approved by the Board of Directors of the Company are designed to protect the value of the outstanding Common Shares in the event of an unsolicited attempt by an acquirer to take over the Company in a manner or on terms not approved by the Board of Directors. The Rights are not intended to prevent a takeover of the Company at a fair price and should not interfere with any merger or business combination approved by the Board of Directors. The issuance of the Rights will have no dilutive effect, nor will it affect reported earnings per share or change the way in which the Common Shares are currently traded.

The Rights may have the effect of rendering more difficult or discouraging an acquisition of the Company deemed undesirable by the Board of Directors. The Rights may cause substantial dilution to a person or group that attempts to acquire the Company on terms or in a manner not approved by the Company's Board of Directors, except pursuant to an offer conditioned upon the negotiation, purchase, or redemption of the Rights. However, the Board of Directors believes that the Rights represent a sound and reasonable means of addressing the complex issues of corporate policy created by the current takeover environment.

#### ITEM 2. EXHIBITS.

1. Rights Agreement, dated as of August 20, 1999, between Chesapeake Utilities Corporation and BankBoston, N.A., as Rights Agent, including (i) the form of Certificate of Voting Powers, Designations, Preferences and Rights of Series A Participating Cumulative Preferred Stock attached thereto as Exhibit A, (ii) the form of Rights Certificate attached thereto as Exhibit B, and (iii) the Summary of Rights to Purchase Preferred Shares attached thereto as Exhibit C (incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K dated August 24, 1999, File No. 001-11590).

2. Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 1998, File No. 001-11590).

3. Amended Bylaws of the Registrant, dated August 20, 1999.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on

its behalf by the undersigned, thereto duly authorized.

Chesapeake Utilities Corporation

By: /s/ Michael P. McMasters  
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Name: Michael P. McMasters

Title: Vice President, CFO and Treasurer

Date: August 24, 1999

CHESAPEAKE UTILITIES CORPORATION

BYLAWS

(INCLUDING REVISIONS THROUGH AUGUST 20, 1999)

ARTICLE II

STOCKHOLDERS' MEETINGS

2.3       ADVANCE NOTICE REQUIREMENT FOR STOCKHOLDER PROPOSALS. At an annual  
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meeting of the stockholders, only such business shall be conducted as shall be  
have been properly brought before the meeting. To be properly brought before an  
annual meeting, business must be specified in the notice of meeting (or any  
supplement thereto) given by or at the direction of the Board, otherwise  
properly brought before the meeting by or at the direction of the Board, or  
otherwise properly brought before the meeting by a stockholder. In addition to  
any other applicable requirements, for business to be properly brought before an  
annual meeting by a stockholder, the stockholder must have given timely notice  
thereof in writing to the Secretary of the Corporation. To be timely, a  
stockholder's notice must be received at the principal executive offices of the  
Corporation not less than 60 days nor more than 90 days prior to the meeting;  
provided, however, that in the event that less than 75 days' notice or prior  
public disclosure of the date of the meeting is given or made to stockholders,  
notice by the stockholder to be timely must be so received no later than the  
close of business on the fifteenth day following the day on which such notice of  
the date of the annual meeting was mailed or such public disclosure was made,  
whichever first occurs. A stockholder's notice to the Secretary shall set forth  
(i) a brief description of the business desired to be brought before the annual  
meeting and the reasons for conducting such business at the annual meeting; (ii)  
the name and record address of the stockholder proposing such business, (iii)  
the class and number of shares of the Corporation that are beneficially owned by  
the stockholder, and (iv) any material interest of the stockholder in such  
business. Notwithstanding anything in the By-Laws to the contrary, no business  
shall be conducted at the annual meeting except in accordance with the  
procedures set forth in this Section 2.3; provided, however, that nothing in  
this Section 2.3 shall be deemed to preclude discussion by any stockholder of  
any business properly brought before the annual meeting in accordance with such  
procedures.

2.4       NOTICE OF ANNUAL MEETING.  
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2.5       SPECIAL MEETINGS.  
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2.6       NOTICE OF SPECIAL MEETINGS.  
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2.7       PRESIDING OFFICER AT STOCKHOLDER MEETINGS.  
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2.8       QUORUM; ADJOURNMENT.  
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2.9       VOTE REQUIRED.  
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2.10      VOTING; PROXIES.  
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2.11      STOCKHOLDER LISTS.  
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2.12      ACTION WITHOUT MEETING.  
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