



P. O, Box 418
Fernandina Beach,
Florida

October 18, 2001

Mr. J. M. Oxley, Jr., Clerk Of Courts
Nassau County Board of Commissioners
P. O. Box 4000
Fernandina Beach, Fl 32035

RE: Underground electric service to Courthouse building located at 416 Centre Street, Fernandina Beach Fl.

Dear Mr. Oxley:

In response to your request for underground electric service to the above referenced project, please be advised that electric service is available. Florida Public Utilities Company shall be obligated to furnish electric service to your location only as a result of, and under the terms of a properly executed agreement. Listed below are the characteristics, requirements and conditions of said agreement

Characteristics:

The service characteristics for this facility will be 4 wire, three phase, 120/208 volt service supplied from a pad-mounted transformer as shown on the enclosed sketch.

Requirements:

Florida Public Utilities Company shall perform the following:

1. Furnish and install primary cable as shown on the enclosed sketch.
2. Furnish and install watt hour and C. T. meters.
3. Furnish and install primary and secondary connectors used in the pad-mounted transformer.

The customer shall perform the following:

1. Furnish and install service cable. Cable sizes are limited to the following: 1/0, 2/0, 4/0, 350MCM, 500MCM and 750MCM. A maximum of six (6) conductors per phase will be allowed in each transformer.

2. Furnish and install primary and service conduits. All exposed conduits on the line side of the meters shall be rigid GALV steel or SCH 80 PVC.

3. Furnish and install concrete pad for transformer. Pad to be constructed to Florida Public Utilities Company's specifications. The transformer pad to be located as shown on the enclosed drawing. Approval of pad layout is required by Florida Public Utilities personnel prior to pouring concrete.

4. Furnish and install commercial metering centers.

5. Provide a minimum of 12 feet of unobstructed operating area on the front side of transformer and 2 feet of unobstructed operating area as measured from the edge of the pad on all other sides. Transformers shall be accessible for replacement by heavy motor vehicles.

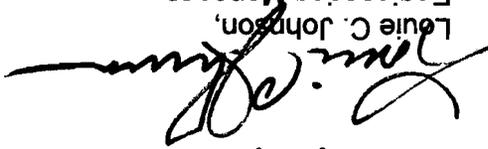
6. Conveyance of easements for Florida Public Utilities Company.

There will be no charge for underground electric service if the above requirements are met. Upon acceptance by you of this agreement, we shall schedule construction as soon as materials and labor can be made available.

Please find the following enclosed: 1) Drawing showing the approximate location of facilities to be extended.

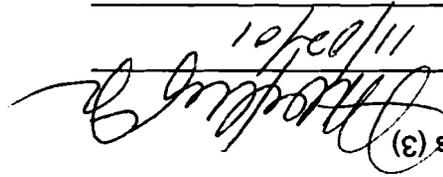
Should you have any questions, please do not hesitate to call.

Yours very truly,


Louis C. Johnson,
Engineering Manager

Enclosures (3)

Accepted:


11/20/01

Date:

FLORIDA PUBLIC UTILITIES COMPANY

DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the 8th day of May, A.D. 2002, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company". Party of the first part, and The County of Nassau, hereinafter referred to as the "Customer", party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described, and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows: Install necessary primary circuits, associated devices and hardware to provide electric service Nassau County Storm Pumps located on Amelia Island Parkway south of Scott Road in Fernandina Beach, florida.

See Note 1.

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best effort to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company's Rules and Regulations for extensions, The Customer simultaneously with the execution of this agreement has paid to the Company the sum of \$9,429.00, the receipt of which is hereby acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the company's Rules and Regulations for service requiring extension of facilities within the service area of the Company in Nassau County, Florida. The Company's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of the agreement

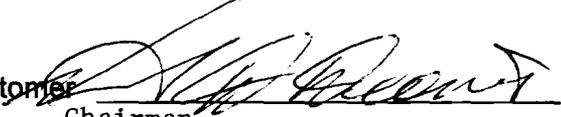
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers or the Company.

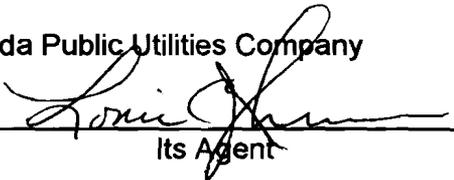
4. After the extension or increase of the facilities described above, the Customer agree that subject to all applicable terms, provisions, rights, duties and penalties, the Customer ill in the usual manner and at the usual times pay for the utilities and services delivered to the Company by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

DEPOSIT OF FACILITIES AGREEMENT
(continued)

5. The parties agree that no representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in the Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of the Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Company.

In Witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer 
Chairman
By Nassau County Board of County
Title Commissioners

Florida Public Utilities Company
By 
Its Agent

Note 1:

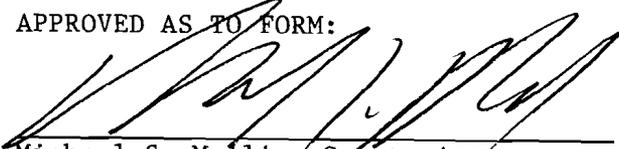
Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and waste systems.
3. Conveyance of easements.

ATTEST:


J.M. "Chip" Oxley, Jr., Ex-Officio Clerk

APPROVED AS TO FORM:


Michael S. Mullin, County Attorney

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the 8th day of May A.D.20 02, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company", party of the first part, and The County of Nassau, hereinafter referred to as the party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described, and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will exceed or increase its facilities as follows: Install necessary primary circuits, associated devices and hardware to provide electric service to Nassau County Storm Pumps located on Amelia Island Parkway south of Scott Road in Fernandina Beach Florida.

See Note 1.

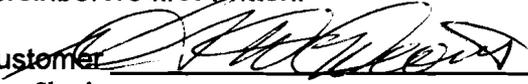
The Company will commence the extension or increase its facilities forthwith after the execution of the Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$5,932.00 the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party.
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers of the Company.
4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities at the regular franchise or at special contract rates, whichever is applicable.

EXTENSION OF FACILITIES AGREEMENT
(continued)

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer  FLORIDA PUBLIC UTILITIES COMPANY
Chairman
By Nassau County Board of County Title Commissioners By  Its Agent

Note 1:

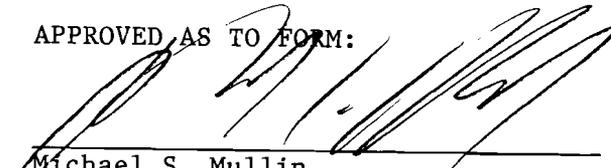
Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and water systems.
3. Conveyance of easements.

ATTEST:


J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

APPROVED AS TO FORM:


Michael S. Mullin
County Attorney

12:10 Mr. D'Amato reported that \$40,000 had been estimated and set aside for underground electric costs for the roundabout; however, there is a shortfall in the amount of \$7,996. In addition, FPU has proposed to remove the overhead lines and install underground electric along Beaugnet Road as part of the alternate parking construction as previously approved by the Board in the amount of \$5,000. It was moved by Commissioner Samus, seconded by Commissioner Marshall and unanimously carried to approve an increase in cost for underground electric costs submitted by Florida Public Utilities for the Sadler Road project in the amount of \$52,996 of which \$40,000 as already been encumbered with funds expended from Sadler Road Reserve account.

12:12 It was moved by Commissioner Marshall, seconded by Commissioner Samus and unanimously carried to approve a proposal from Florida Public Utilities to supply underground electric to the pump station located on the south side of Amelia Island Parkway for the Scott Road roadway and drainage improvements project, installation of the larger lines and transformer in the amount of \$15,360 of which \$9,429 is a refundable deposit and will be refunded in accordance with filed tariff; with funds expended from reserve account 61999599-599410.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

May 31, 2002

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Louie C. Johnson
Engineering Manager
Florida Public Utilities Company
P.O. Box 418
Fernandina Beach, FL 32035

RE: Underground electric service to Nassau County storm
pumps located on Amelia Island south of Scott Road,
Fernandina Beach, Florida.

Dear Mr. Johnson:

The Board of County Commissioners approved and authorized
the Chairman to sign the referenced agreement at a regular
session held May 8, 2002. An original acceptance letter,
Deposit of Facilities Agreement and Extension of Facilities
Agreement along with Check No. 071661 in the amount of
\$15,360 are enclosed for your records.

Should you have any question please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Enclosures

/ca

xc: Dawn Stevenson, Contracts Manager

Nassau County Board of County Commissioners

071661

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.
05/10/02	PUMP-STATION LINES & TRANSFORMER--SCOTT RD	15,360.00	61439 56310	15,360.00
71551 TOTAL		92 FLORIDA PUBLIC UTILITIES		15,360.00

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. BOX 1010
 FERNANDINA BEACH, FLORIDA 32035-1010

FIRST UNION NATIONAL BANK OF FLORIDA
 FERNANDINA BEACH, FLORIDA 32034
 63-2/630

CHECK NO. **071661**
 71551

*****15,360 DOLLARS AND NO CENTS

PAY
 FLORIDA PUBLIC UTILITIES
 P O BOX 418
 FERNANDINA BEACH FL 32035-0418

TO THE
 ORDER OF

VENDOR ACCOUNTS PAYABLE
CHECK DATE VOID IF NOT CASHED WITHIN 60 DAYS
CHECK AMOUNT

92 05/10/02 *****15,360.00
[Signature]
 Clerk of Circuit Court, Ex-Officio Clerk Board of County Commissioners

By _____ Deputy Clerk

⑆071661⑆ ⑆06300002⑆ ⑆2137400056375⑆



Nassau County Public Works
 213 Nassau Place
 Yulee, FL 32097

Jack D'Amato, Jr., PE
 Director of Public Works

MEMORANDUM

TO : Nick Deonas, Chairman

FROM : Jack J. D'Amato, P.E., Public Works Director *[Signature]*

DATE : May 6, 2002

SUBJECT : Scott Road Roadway & Drainage Improvements Project
 Underground Electric Service

Staff has received a proposal from Florida Public Utilities to supply underground electric to the pump station located on the south side of the Amelia Island Parkway for the above referenced project. The service required for said station is greater than the current services in the area and will require larger lines and a transformer. The total cost for the installation of the larger lines and transformer is \$15,361.00 of which \$9,429.00 is a refundable deposit and will be refunded in accordance with their filed tariff.

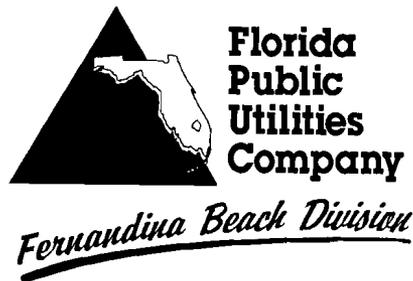
There are sufficient funds available in reserve account number 61999599-599410 to cover said proposal.

*5/20
 Request to Mary-Annie
 to send ✓ to us to
 send up original agreement
 to FPU.
 cc Dan
 cr
 Friday*

APPROVED
 DATE 5/8/02
ca

FERNANDINA
 (904) 491-3606
 FAX (904) 491-3611

TOLL FREE
 1-800-264-2065 1-800-94



P. O. Box 418
Fernandina Beach
Florida 32035

April 16, 2002

Mr. Jack J. D'Amato
Nassau County Public Works Department
213 Nassau Place
Yulee, Fl 32097

RE: Underground electric service to Nassau County Storm Pumps located on Amelia Island Parkway south of Scott Road, Fernandina Beach, Florida

Dear Mr. D'Amato:

In response to your request for underground electric service to the above referenced project, please be advised that electric service is available. Florida Public Utilities Company shall be obligated to furnish electric service to your location only as a result of, and under the terms of a properly executed agreement. Listed below are the characteristics, requirements and conditions of said agreement.

Characteristics

The service characteristics for this facility will be 4 wire, 3 phase, 277/480 volt wye supplied from a pad-mounted transformer as shown on the enclosed sketch.

Requirements

Florida Public Utilities shall perform the following:

1. Furnish and install primary conduits as shown on the drawing.
2. Furnish and install primary cable as shown on the drawing.
3. Furnish and install watt hour meters and CT's.
4. Furnish and install concrete pad and pad mounted transformer

The Customer shall perform the following:

1. Furnish and install service/secondary cable. Cable sizes are limited to the following: 2, 1/0, 2/0, 4/0, 350MCM, 500MCM and 750MCM. A maximum of six (6) conductors per phase will be allowed in each transformer.
2. Furnish and install secondary/service conduits. All exposed conduits on the line side of the meters shall be rigid GALV steel or SCH 80 PVC pipe.
3. Furnish and install meter trim.
4. Clear and destump right-of-way. Prepare right-of-way to within 6" of final grade.

Conditions

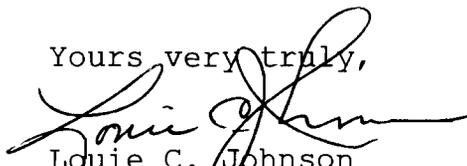
The Florida Public Utilities Company has estimated the Contribution-In-Aid-Of-Construction to serve this project to be \$15,361.00. Of the total contribution, \$5,932.00 is non-refundable. This is equal to the difference in cost between the underground system and an equivalent overhead system. The remaining \$9,429.00 is a refundable deposit and will be refunded in accordance with our filed tariff. There is a five (5) year limitation on refunds. At no time shall refunds so made exceed \$9,429.00.

Upon receipt fo \$15,361.00 and acceptance by you of this agreement, we shall commence construction as soon as materials, labor and scheduling can be made available.

Please find enclosed the following: 1) Deposit of Facilities Agreement: 2) Extension of Facilities Agreement and 3) Sketch of the approximate location of facilities to be extended.

Please find the following enclosed: 1) Drawing showing the approximate location of facilities to be extended, 2) Deposit of Facilities Agreement, and 3) Commercial Properties Development Agreement Form.

Should you have any questions, please feel free to call.

Yours very truly,

Louie C. Johnson
Engineering Manager

Enclosures (3)

ACCEPTED: 

DATE: 5/8/02