

CS-14-99

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# CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)

2014 DEC 31 AM 9:54

CONTRACT TRACKING NO.

CM2211

## CONTRACTOR INFORMATION

Name: Florida Public Utilities (FPU)

Address: 780 Amelia Island Parkway, Fernandina Beach, FL 32034  
 City State Zip

Contractor's Administrator Name: Linda Winston Title: Account Manager

Tel#: 904-430-4718 Fax#: 904-277-2349 Email: lwinston@fpuc.com

## CONTRACT INFORMATION

Contract Name: Gas Service Agreement -- Customer Owned Tank (New Fire St 90) Contract Value: \$52.00 annually  
 Brief Description: Remote monitoring of customer-owned gas tank @ 3195 CR 2, Hilliard, FL 32046

Contract Dates: From 11-20-14 to 11-19-15 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- [Signature] 12/29/14  04223522-546020  
 Department Head Signature Date Funding Source/Acct #
- Charlotte Young 1/5/15  
 Contract Management Date
- [Signature] \_\_\_\_\_  
~~XXXXXX~~ Attorney (approved as to form only) Date  
 Mollie M. Garrett, Esq.
- [Signature] 1-6-15  
 Office of Management & Budget Date

Comments: Mollie Garrett 1/7/15

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 1/8/15  
 Ted Selby Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department  
 Office of Management & Budget  
 Contract Management  
 Clerk Finance

15 JAN -6 AM 10:30

RECEIVED

RECEIVED  
 CONTRACT MANAGEMENT  
 OFFICE OF CLERK OF SUPERIOR COURT  
 NASSAU COUNTY, FLORIDA  
 2015 JAN -9 PM 12:20  
 15 JAN -9 PM 3:55



FLORIDA PUBLIC UTILITIES COMPANY
CUSTOMER OWNED EQUIPMENT
PROPANE GAS SERVICE AGREEMENT

THIS GAS SUPPLY AGREEMENT FOR RESIDENTIAL SERVICE ("Agreement") is made and entered into this 20th day of November, 2014 by and between Florida Public Utilities Company, a Florida Corporation and a wholly owned subsidiary of Chesapeake Utilities Corporation, a Delaware Corporation, with its local office at 780 Amelia Island Pkwy, Florida 32034 ("COMPANY") and NASSAU COUNTY RESCUE STATION #90 ("CUSTOMER").

Customer Phone Number: (904) - 491 - 7525 Alt Phone Number: ( ) - - Last 4 SS# / DL Number / PW: N/A
Authorized Agent: N/A
Installation Address (Premise): 3195 COUNTY ROAD 2, HILLIARD, FL 32046

Property Owner's Name: (SAME AS ABOVE)

Property Owner's Address:

Property Owner's Phone: ( ) - -

Equipment Description: Tank Size 250 Serial # Aboveground [X] Underground [ ]

Deposit: \$ N/C Safety Check: \$52.00 Total: \$52.00

Gas Rate: \$ per gallon as of date of agreement. Gas rate is subject to market fluctuation both up or down without notice.

Customer Owned Equipment - shall mean and be comprised of any tanks, piping, appliances, or other equipment within the gas system which has been purchased out right by the Customer and to which the Customer holds title. The above parties have mutually agreed to the following Terms and Conditions for the provision of Gas Supply and Service to the above-located property & with the above listed equipment.

Remote Tank Monitor

Company WILL provide remote monitoring services. If remote monitoring services are provided, Customer be charged an installation fee of \$N/C and a semiannual service fee of \$N/C payable in advance. Termination fee of \$N/C may be charged for discontinued use of remote monitoring.

Gas Delivery & Supply

- 1. The Company will furnish gas to the Customer at the above location, at the Company's established price then in effect at the time of delivery.
2. The Company will deliver gas on prearranged delivery routes at times scheduled by the Company. In the event the Customer requests a gas delivery other than according to the Company's normal delivery route and times, the Customer could be subject to additional charges relating to these deliveries
3. The right of access to the system shall remain that of the Company and the free right of ingress/egress on the Customer's property for the purpose of delivering propane, servicing equipment, maintaining the system, and the guaranteeing payment shall be permitted by the Customer.
4. The Customer shall purchase, from Florida Public Utilities, their entire propane gas requirements while this agreement remains in effect.
5. Any interruption in service from Company will result in addition Safety Check and charges prior to resuming service.

Payment

forty-five (45)

- 1. The Customer agrees to promptly pay for gas or service rendered within ~~thirty (30)~~ <sup>forty-five (45)</sup> days of the date of the billing notice. In the event full payment of the billing notice is not received, a late payment charge in the amount of \$5.00 (minimum), or 1.5% whichever is greater, will be added to the outstanding balance. The Company, at its option can terminate this agreement if payment is not received as billed. No breach or termination shall release the Customer for any indebtedness or liability to the Company.
2. Customer agrees to pay any and all attorney's fees and all legal costs incurred or obligated by the Company in enforcement and/or collection of this agreement or any sums payable hereunder as necessary. Venue for any action between parties hereto shall be in the County of the servicing Flo-Gas location.
3. The Company will charge a fee for any check returned from the bank for insufficient funds.

FOR INTERNAL USE ONLY

Division: Fernandina Beach Category Code: Normal Customer Customer Type: Commercial Customer Group Code: Government
Customer Source Referral: Referral - Other Product Code: FB Bulk - 36 BPC Service Type: P-E
Customer Number: \_\_\_\_\_

**Liability**

1. The Customer agrees to exercise due care in the protection and preservation of the system while in his use, and agrees to permit no adjustments, connections, or disconnection of any kind, except by authorized representatives of the Company. In the event the gas system or equipment is serviced, connected, or disconnected by anyone other than the Company; it shall be the obligation of the Customer to notify the Company immediately.
2. The Customer agrees to save and hold the Company harmless for all loss, damage, or injury to persons or property arising by reason of the careless use of the gas system, interruption of service or work performed by any persons or entity other than the Company.
3. The maintenance and upkeep of the gas system is the sole responsibility of the Customer. The Customer agrees to provide the Company with a safe gas system at all times, and shall notify the Company if a problem with the gas system arises.

**Termination**

1. Customer may terminate this agreement at any time by giving thirty (30) days written notice to Company and payment of any outstanding balance.
2. Company may terminate any portion or part of this agreement for any reason by giving Customer thirty (30) days written notice.
3. The Company may immediately terminate this agreement in the event Customer files bankruptcy proceedings, becomes insolvent or, executes an assignment of creditors. However, this action shall not release the Customer from any liability of indebtedness.
4. Upon termination of this agreement by either party, no credit will be given for any gas remaining in the tank.

**Other Terms & Conditions**

1. The Company's ability and obligation to perform hereunder is subject to strikes, floods, fires, accidents, delays, embargoes, contingencies of transportation, or any Act of God, or other causes beyond the Company's control.
2. Customer represents and warrants that they have full power and lawful authority to grant Company the rights herein set forth and to enter into this agreement, that it shall be lawful and permissive for the Company to enter upon said property for the purposes and reasons herein set forth and that Customer will, and its heirs, successors, and assigns shall indemnify and hold Company harmless from any and all damages should all or any part of the Customer's representations and warranties not be true.
3. This agreement supersedes and cancels all prior agreement for service relative to this equipment.
4. This agreement cannot be assigned by the Customer without prior written consent of the Company.
5. This agreement shall bind and inure to the benefit of the parties and their successor in interest. Whenever the context permits, singular shall include plural and one gender shall include all. No prior or present agreements or representations shall be binding upon any of the parties unless incorporated in this agreement. No modification or change in this agreement shall be valid or binding unless in writing, executed by the party to be bound.
6. The Customer will assume all liability and hold the Company harmless for any damage to neighboring property if the Company must cross said property to access and service the Customer's propane equipment.
7. I hereby grant Company permission to use my driveway for the purpose of delivering gas. In doing so, I release Company of any liability for damages to my property due to the weight, or overall size of the Company's delivery vehicle

In Witness Whereof, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

"COMPANY"

Florida Public Utilities Company

SUBMITTED BY  
FPUC Rep. (sign):

*Susan Beale*

FPUC Rep. (print):

Susan Beale

"CUSTOMER"

Signature: \_\_\_\_\_

*Ted Selby*

Printed Name: \_\_\_\_\_

Ted Selby  
County Manager

## Fw: GAS SERVICE AGREEMENT - CUSTOMER OWNED TANK

Scott Hemmingway

Thu 12/18/2014 2:45 PM

To: Constance Holmes <cholmes@nassaucountyfl.com>;

📎 1 attachment

Scan0034.pdf;

This is the email that contains the document. If you would like to forward to contracts.

Thank You,

Scott Hemmingway  
Assistant Chief  
Nassau County Fire Rescue  
96160 Nassau Place  
Yulee, Florida 32097  
904-491-7525

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**From:** Winston, Linda <Linda\_Winston@chpk.com>  
**Sent:** Wednesday, December 17, 2014 4:17 PM  
**To:** Scott Hemmingway  
**Subject:** GAS SERVICE AGREEMENT - CUSTOMER OWNED TANK

Hi Chief Scott,

As per our conversation, attached please find our Gas Service Agreement for customer owned propane tank and service. Please review and sign where indicated on second page and return as soon as possible via email. Please do not hesitate to email or call me if you have any questions or concerns.

We appreciate your business. Have a great afternoon!

Regards,

*Linda Winston*

Commercial Sales/Builder/Developer Account Manager  
Florida Public Utilities Company  
780 Amelia Island Pkwy, Fernandina Beach, FL 32034  
P: 904.430.4718 M: 904.753.0747 F: 904.277.2349  
[lwinston@fpuc.com](mailto:lwinston@fpuc.com) • [www.FPUC.com](http://www.FPUC.com)