

CS-15-60

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM2261

CONTRACTOR INFORMATION

Name: Florida Public Utilities Company

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

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

Tel#: 904-430-4718 Cell: 904-753-0747 Fax: 904-277-2349 Email: lwiinston@fpuc.com

CONTRACT INFORMATION

Contract Name: Natural Gas Service Agreement & Sales Contract Contract Value: \$33.00 per month; plus usage

Brief Description: Purchase of natural gas for appliances at Animal Services; Connect fee \$75.00; Monthly Charge \$33.00 plus natural gas usage. Sales Contract for the purchase of a Noritz NCC1991-DVN-VKI tankless water tank, cost after rebate \$395.42.

Contract Dates : From commencement until canceled Status: New Renew Amend# WA/Task Order

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

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 9/24/15 04621562 - 54300
 Department Head Signature Date Funding Source/Acct #
2. [Signature] 9/24/15
 Contract Management Date
3. [Signature] 9.28.15
 Office of Management & Budget Date
4. [Signature] 10/1/15
 County Attorney (approved as to form only) Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 10/5/15
 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

RECEIVED COUNTY MANAGER'S OFFICE 15 SEP 22 PM 12:54

RECEIVED OFFICE OF CLERK OF COURSE NASSAU COUNTY FLORIDA 15 OCT 27 AM 10:07



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: Nassau County BOCC - d/b/a Animal Services Phone: 904-530-6150 or 530-6151

DBA: Animal Control Services

Service Address: 86078 License Rd. Fernandina Beach, FL 32034

Mailing Address: 86078 License Rd, Fernandina Beach, FL 32034

Rate Class: CS-2 Connect Fee: \$75.00 Monthly Charge: \$33.00

Account Deposit: \$0.00 Appliance Conversion Charge: N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 3,078

Gas Appliance(s) Schedule		Description
1.00	Dryer	Commercial Dryer
3.00	Other-1	Modine Heaters
1.00	Tankless Water Heater	Commercial Noritz TWH

Account Manager: Linda Winston Phone: (904) 430-4718

Field Coordinator: George Speerin- FB Phone: (386) 785-4506

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of 11/3 years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: *Linda Winston*
 Florida Public Utilities Agent's Signature
 Linda Winston
 Account Manager

By: *Ted Selby*
 Customer's Signature
 Ted Selby, County Manager
 Customer
 10/5/15
 Date

Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule.
 (Applicable only to Customers Natural Gas Vehicle Service Rates)





Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.



SALES CONTRACT

FLORIDA PUBLIC UTILITIES CO.

34209

Product: Natural Gas Electric to Gas Conversion Commercial

CUSTOMER NAME NASSAU COUNTY BOCC		FIRST NAME - MIDDLE INITIAL d/b/a Nassau County Animal Services	
DELIVERY ADDRESS 86078 LICENSE RD			
CITY FB	STATE FL	ZIP CODE 32034	SOCIAL SECURITY #
CUSTOMER NAME OE NOVELLO		TELEPHONE NUMBER (904) 530-6150	
BILLING ADDRESS		DATE September 14, 2015	
CITY	STATE	ZIP CODE	UTIL ACCT NO.

NOTICE TO THE CUSTOMER: (A) Do not sign this contract before you read it or if it contains any blank spaces. (B) You are entitled to an exact copy of the contract you sign. (C) You have the right to pay in advance the unpaid balance of this contract and to obtain a partial refund of the Finance Charge based on the "actuarial method". The undersigned FLORIDA PUBLIC UTILITIES COMPANY, herein called the "Company", hereby sells, and the undersigned customer, herein called the "Customer" hereby purchases, subject to the terms and conditions hereinafter set forth on this page and the reverse side hereof, the personal property described below. The property shall remain personal property and security interest therein shall remain vested in Company until all obligations of Customer, now existing or hereinafter arising, are paid. (D) All installation prices are subject to change based on upgrades to meet code, change orders or unique circumstances and modifications determined by Company to be necessary for proper installation.

QTY	TAG NO	UNIT	SELLING PRICE	MERCHANDISE DESCRIPTION & MODEL NUMBER	Tax	\$	FEDERAL TRUTH IN LENDING DISCLOSURE Itemization of Amount Financed
1			2,706.00	Noritz NCC1991-DVN-VKI with NOR SV-CK-3 and NOR PRC-1	Yes	2,706.00	NET CASH PRICE \$ 395.42
					Yes		PROCESSING FEE PF
					Yes		AMOUNT FINANCED: \$ 395.42
					Yes		The amount of credit provided to you directly or on your behalf
					Yes		# of MONTHLY PAYMENTS 1
MERCHANDISE SALE				#N/A 1 MDSE	MERCHANDISE SALE 2,706.00		ANNUAL PERCENTAGE RATE 0%
DISCOUNT					Merchandise Discount		The cost of your credit as a yearly rate
MERCHANDISE INSTALLATION:				#N/A	#N/A No		PAYMENT AMOUNT \$ 395.42
PIPING & VENTING:				#N/A	#N/A		FINANCE CHARGE \$ -
PERMIT:				#N/A	PERMIT:		The dollar amount the credit will cost you
TANK INSTALLATION:				#N/A	#N/A		TOTAL OF PAYMENTS \$ 395.42
REBATE:				121.4010.908 70258 C0702	E-G Appliance Replacement (2,500.00)		The amount you will have paid after you have made all payments as scheduled
COMMERCIAL REBATE:					None		SALE PRICE \$ 395.42
ADDITIONAL REBATE / CREDIT:					None		MONTHLY PAYMENT SCHEDULE:
MISC:							0 @ \$ 395.42
					SUB-TOTAL 206.00		1 @ \$ 395.42
					SALES TAX 7.00% 189.42		TOTAL \$ 395.42
Shipping & Delivery Charges				MDSAF			
					CASH PRICE 395.42		
AUGMENT BY:				DP_	LESS: CASH DOWN PAYMENT		
CONTRACT AMOUNT				DP_	LESS: CREDIT CARD PAYMENT		
395.42					BALANCE REMAINING 395.42		
DATE PROMISED:		DATE DELIVERED:		Customer has made a down payment of \$			
SERVICE IN <input type="checkbox"/> TAKE WITH <input type="checkbox"/> DELIVER & INSTALL		METER IN <input type="checkbox"/> DELIVER ONLY <input checked="" type="checkbox"/> OTHER		and agrees to pay Company \$ 395.42 in 1			
SPECIAL INSTRUCTIONS:				monthly installments of \$ 395.42 each			
COMMERCIAL LARGE NON-FOOD SERVICE ELECTRIC TO GAS WATER HEATER PROGRAM.				and a final payment of \$0 beginning			
Purchase of tankless water heater. Customer will be responsible for installation of water heater and venting. Water Heater is to be purchased from Tempaco and delivered to customer at 86078 License Rd, Fernandina Beach.				with the month of September 2015, until			
MAXIMUM REBATE IS \$2,500.00. BALANCE OF COMMERCIAL REBATE TO BE APPLIED TO INSTALLATION IS \$0.00.				the whole of said price shall have been paid.			
SALES OFFICE				OTHER TERMS:			
				Customer hereby acknowledges receipt of this agreement, including conditions outlined on the back of the contract, and authorizes Florida Public Utilities to obtain credit information from select credit agencies at the Company's discretion.			
				This contract is not binding upon Company until Customer's credit application is approved by Company, executed in quadruplicate at			
				Fernandina Beach, Florida on September 14, 2015.			
				Customer's Signature: <i>[Signature]</i>			
				Salesperson: Linda Winston <i>[Signature]</i>			
				FLORIDA PUBLIC UTILITIES CO			

