

CS-24-518

BOCC CONTRACT APPROVAL FORM

CONTRACT
TRACKING NO.
CM3960

SECTION 1 - GENERAL INFORMATION

Requesting Department: Public WorksContact Person: D. Podiak / B. DidenTelephone: (904) 530-6702Email: bdiden@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Florida Public UtilitiesAddress: 208 Wildlight Ave.City: YuleeState: FloridaZip Code: 32097Vendor's Administrator Name: Linda WinstonTitle: New Construction/Builder Developer/Commercial Account Manager IITelephone: (904) 503-6120Email: LWinston@chpk.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Forrest SmalleyTitle: DirectorAuthorized Signatory Email: FSmalley@chpk.com

(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Florida Public Utilities Propane Supply Agreement - Fire Station #90Short Description of Product(s)/Service(s) Being Requested: Gas Service Agreement - Customer Leased Tank (New Fire Station 90 3195 CR 2, Hilliard, FL 32046)

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: ☐ Quotes ☐ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source ☐ Single Source☒ Other: Vendor Propane Supply Agreement Gas Utility SvcAmount of Initial Contract Term: (\$2,195) install fee of \$200, \$175 gas safety check, \$1.24 per gallon cost (500) gallon tank \$620, 80' of additional service line \$1,200

Amount of Renewal Options (if applicable):

Year 1: \$ 1,240.00Year 2: \$ 1,240.00Year 3: \$ 1,240.00Year 4: \$ 1,240.00Total Amount of Contract (Initial Term - Renewal Options): Approximately \$7,155 amount dependent on fuel cost and usage. (Estimate if necessary)Account Number: 68223522-562300 C0145Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other:County Authorized Signatory: ☐ BOCC Chairman ☒ County Manager

(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: ☐ Category L ☐ Category M ☒ Category H ☐ Other:Risk Manager Initials: AA

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____

Type of Amendment: ☐ Renewal ☐ Time Extension with Increase ☐ Time Only Extension ☐ Additional Scope☐ Supplemental Agreement ☐ Other:

Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____

New Contract Amount including this Amendment: _____

Account Code Change From: _____ To: _____

County Authorized Signatory: ☐ BOCC Chairman ☐ County Manager

(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Doug Podiak 8/25/2025
Department Head/Contract Manager Date3. Denise C. May, Esq., BCS 8/26/2025
Procurement Date
(Signature required only if procurement related)2. [Signature] 8.13.25 8/12/25
Office of Mgmt. & Budget Date4. Denise C. May, Esq., BCS 8/28/2025
County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 8/29/2025
County Manager Date

CM3960



Account Number	TBD	Quote Date	5/13/2025
Customer Name	Nasau County BOCC	Sales Person	Linda Winston
Email	dpodiak@nassaucountyfl.com	Email	lwinston@chpk.com
Customer Phone Nbr	904-530-6120	Contact Number	(904) 753-0747

Service Address

3195 CR 2, Hilliard, FL, 32046

Billing Address

76347 Veteran's Way Suite 4000
Yulee FL
32097-5404

<u>Description</u>				<u>Total Charge</u>	
1	500	Aboveground	Bulk	Installation Charge	\$200.00
Tank Monitor Device WILL be provided.				Installation Charge	\$0.00
				Semi-Annual Service Fee	\$0.00
Additional installation costs outside of the original scope of work is:					\$1,200.00
80' of additional service line (total 90')					

Additional Comments

Customer must have GAS appliances connected prior to Safety Check.

4-Reznor Bay Heaters, 1-Range w/8 Burners and Double Oven, 1-Grill

First Propane Fill -Discounted Rate \$1.24

A copy of the site survey maybe required for permitting.

Summary of Charges

Installation	\$200.00
Semi-Annual Rental	\$0.00
OR - Annual Rental	\$0.00
Safety Check	\$175.00
Remote Install Fee	\$0.00
Remote Service Fee	\$0.00
Additional Costs	\$1,200.00

All material is to be as specified. Any alteration or deviations, including but not limited to any previous existing conditions, from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The services provided under this agreement will be performed by either a designated contractor, or by Sharp Energy, Inc., All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance. This proposal will expire 30 days after the quote date. The Buyer hereby acknowledges receipt of a copy of this agreement and accepts the final quoted price.

Customer's Signature

A handwritten signature in black ink, appearing to be "JZ", followed by a horizontal line.

Date of Acceptance

8/29/2025



FLORIDA PUBLIC UTILITIES PROPANE SUPPLY AGREEMENT
(COMPANY OWNED EQUIPMENT)

This PROPANE SUPPLY AGREEMENT is made and entered into this 17th day of July, 2025, between Florida Public Utilities ("Company"), and the undersigned customer(s) (individually and collectively, "Customer").

Customer Name Nasau County BOCC

Mailing Address 76347 Veteran's Way Suite 4000, FL, 32097-5404

Property/Delivery Address 3195 CR 2, Hilliard, FL, 32046

E-mail Address dpodiak@nassaucountyfl.com

Phone Number 904-530-6120

If Customer is not the owner of the property for which propane gas is to be supplied (the "Property"), please provide the following:

Property Owner Name/Address: Nasau County BOCC : 3195 CR 2, Hilliard, FL 32046

E-mail Address

Phone Number 904-530-6120

This Propane Supply Agreement shall have an initial term of (5) years, after which time it will renew automatically for consecutive one-year renewal terms unless Customer notifies Company at least ninety (90) days prior to the expiration of the initial term or the then current renewal term.

Customer agrees to pay Company's price per gallon, plus fees, rates, and charges under this Propane Supply Agreement and the Terms and Conditions (as defined below) (collectively, the Agreement") in effect when propane is delivered for Automatic Delivery, when Will Call Delivery services are rendered, as may be set forth on the delivery ticket for other supply arrangements, or when other services as rendered. Customer's initial price per gallon of propane gas is \$1.24. Such price and charges are subject to change as provided herein and in the Terms and Conditions.

Company Owned Equipment: Customer has agreed to lease from Company, and Company has agreed to provide to Customer, the below described equipment necessary for propane gas service for the Property. Company also agrees to install the underground service line(s), if necessary. Upon completion of the installation of the underground service line(s) and commencement of the propane gas service, title to the underground service line(s) passes to the Customer and Customer assumes all responsibility for maintaining the underground service lines. As used in this Propane Supply Agreement, with respect to Customer, the term "Leased Equipment" shall mean and be comprised of the tank(s) size (1) 500, regulator(s), meter(s), piping and other equipment provided by Company related to the gas system and located on the Property:

Customer agrees to pay with respect to the Leased Equipment an installation charge of \$200.00 and rental charges of \$0.00 per Semi-Annual, in advance, together any applicable sales or similar taxes. Company may charge an increased rental charge (or impose a rental charge if one is not provided for in this Agreement) as set forth in the Terms and Conditions. Customer shall bear the sole risk of loss related to the Leased Equipment from injury, loss, damage, or destruction until such time as it is redelivered to Company.

A gas safety check is required upon the occurrence of certain events described in the Standard Terms and Conditions. There is a charge for gas safety checks. As of the date of this Agreement, such charge is \$ 175.00.

Initial Delivery Method Automatic Delivery ☒ Will-Call ☐ Other (Please describe) _____

This Propane Supply Agreement includes the Supplemental Terms and Conditions set forth on the reverse side of this document (the "Supplemental Terms and Conditions") and the Standard Terms and Conditions now or hereafter incorporated herein by Company (as the same may be amended from time to time, the "Standard Terms and Conditions" and, together with the Supplemental Terms and Conditions, the "Terms and Conditions"). Customer acknowledges that it has received a copy of the Standard Terms and Conditions as in effect on the date hereof and agrees to be bound by the terms and conditions in this Agreement, including the Terms and Conditions in effect from time to time.

Customer Initials TPA

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CUSTOMER

Print Name: Nasau County BOCC

FLORIDA PUBLIC UTILITIES COMPANY

By: Forrest Smalley

Name: Forrest Smalley

Title: Director

CA00169FL_VER. 1.0_05/2021

SUPPLEMENTAL TERMS AND CONDITIONS**Gas Supply and Delivery**

1. During the term of this Agreement, Customer shall purchase from Company, on an exclusive basis, Customer's entire propane gas requirements for the Property.
2. Customer grants Company the right and license to enter the Property and all portions thereof at any time for any purpose connected with (i) the delivery of propane under this Agreement; (ii) the servicing, maintenance, or repair of any equipment; or (iii) the exercise of any rights and the performance of any obligations under this Agreement. Customer shall maintain the Property in a safe condition and shall not at any time take any action to impede or inhibit Company's access to the Property.
3. Customer represents and warrants to Company that, if Customer is not the owner of the Property, Customer has the right to enter into the Agreement and has obtained such Owner's consent and agreement to (a) the Agreement and the terms and conditions thereof, (b) Company's access to the Property and the rights and licenses related thereto granted to Company as set forth in the Agreement, and (c) Company's provision of propane gas service to the Property in accordance with the terms of the Agreement.

Rates

Company shall have the right at all times during the term of this Agreement to alter its schedule of rates, fees, and charges, as well as Customer's classification, without prior notification to Customer.

Payment

The terms of Payment and related provisions are set forth in the Standard Terms and Conditions.

Leased Equipment

The provisions applicable to Leased Equipment, including Customer's covenants related thereto, are set forth herein and in the Standard Terms and Conditions. Company shall have the right to increase the deposit amount and rental charges for the Leased Equipment at any time upon not less than thirty (30) days' notice to Customer.

Liability and Indemnification

1. Customer agrees to indemnify and hold harmless Company and its affiliates, and their respective successors and assigns, and the owners, officers, directors, managers, employees, contractors, subcontractors, agents, and representatives of the foregoing, and all persons acting by, through, under or in concert with any of them, of and from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorney's fees and costs), of any nature whatsoever, in law or equity, arising from or in any way related to the use of Company's services or equipment hereunder, including the Leased Equipment, any breach by Customer of this Agreement, including any representation or warranty set forth in the Agreement, and any and all other acts and omissions of Customer and its contractors, licensees and invitees, including any actual or alleged violation of any federal, state or local law, statute, rule, regulation, ordinance or common law relating to the propane equipment located on the Property. This provision shall survive the expiration or termination of this Agreement.
2. No breach or termination shall release Customer from any indebtedness or liability to Company.
3. Customer releases and discharges Company from any liability on account of the injury or death of any person or the loss or damage to any property, which may arise from the delivery or use of propane gas, the Leased Equipment, or any other equipment, material or services performed in connection with this Agreement. Company shall not be responsible for damage to the Property, including damage to improvements or landscaping on the Property such as, without limitation, curbs, culverts, septic tanks, sidewalks, driveways, trees, shrubs, fences, walls, sprinkler lines, electric lines, structural foundations and appurtenances due to the delivery of propane gas, repair, replacement or removal of Leased Equipment or any other equipment on the Property, or performance of any other work or services with respect thereto.
4. The provisions of this Section entitled "Liability and Indemnification" are in addition to, and cumulative with, any similar provisions set forth in the Standard Terms and Conditions and shall survive the expiration or termination of this Agreement.

Modifications to Terms and Conditions

Company may, in its sole discretion, modify, amend, and supplement the terms and conditions to which this Agreement is subject at any time and from time to time by providing Customer written notice of such modifications, amendments and supplements (other than fees, rates, and charges, which may be changed without prior notice). The notice may be in the form of a bill insert, email, or other written notification and may include the modifications, amendments and supplements or refer Customer to Company's website where such modifications may be posted. Unless otherwise provided, the modified, amended, and supplemented terms will take effect thirty (30) days after notice. If any modification is unacceptable to Customer, Customer's sole recourse is to terminate this Agreement. Customer's failure to terminate this Agreement within thirty (30) days after notice of such modifications, amendments and supplements shall constitute Customer's binding acceptance and agreement to the modifications, amendments, and supplements. This Agreement, including the Supplemental Terms and Conditions and the Standard Terms and Conditions, may not be modified orally.

Miscellaneous

Customer may not assign this Agreement or any rights or obligations hereunder without Company's consent. This Agreement supersedes and cancels any and all prior agreements between the parties with respect to Company's propane gas service for the Property. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns and is for their sole benefit and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

PROPANE SAFETY INFORMATION: Yes, Propane has an odor.

In the event of a gas leak or if you smell gas:

1. **NO FLAMES OR SPARKS!** Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or a fire.
2. **LEAVE THE AREA IMMEDIATELY!** Get everyone out of the building or area where you suspect gas is leaking.
3. **SHUT OFF THE GAS.** Turn off the main gas supply valve on your propane tank, *if it is safe to do so and you feel safe doing this* (to close the valve, turn it to the right (clockwise)). Do NOT turn any switches on or off.
4. **REPORT THE LEAK.** From a neighbor's home or other nearby building away from the gas leak, call your propane retailer right away. If you can't reach your propane retailer, call 911 or your local fire department.
5. **DO NOT RETURN TO THE BUILDING OR AREA** until your propane retailer determines that it is safe to do so.
6. **GET YOUR SYSTEM CHECKED.** Before you attempt to use any of your propane appliances, your propane retailer or a qualified service technician must check your entire system to ensure that it is leak-free.

STANDARD TERMS AND CONDITIONS GOVERNING RETAIL PROPANE SALES AND RELATED SERVICES AND EQUIPMENT RENTAL

- 1. Applicability of Standard Terms and Conditions; Acceptance:** These Standard Terms and Conditions Governing Retail Sales, as the same may be modified, amended or supplemented by Florida Public Utilities Company (the "**Company**", "**we**", "**us**", "**our**" and words of similar import) from time to time (collectively, the "**Terms and Conditions**"), apply to all sales of goods and services by the Company to you, as a retail customer of the Company (the "**Customer**", "**you**", "**your**" and words of similar import). You shall be deemed to have accepted these Terms and Conditions if you (a) enter into an agreement, whether written or oral, with the Company for propane gas service (an "**Agreement**") which incorporates these Terms and Conditions, (b) request or accept propane gas service from the Company; (c) request or accept the delivery of or use any propane, tanks, equipment or other services from the Company, or (d) make full or partial payment for any goods or services provided by the Company. Your signature is not required for acceptance of these Terms and Conditions. The Company may modify, amend and supplement these Terms and Conditions at any time and from time to time as described in and in accordance with Section 22. To the extent any inconsistency or conflict exists between these Terms and Conditions and your Agreement, these Terms and Conditions will control to the extent of such inconsistency or conflict; provided that these Terms and Conditions do not replace, amend or eliminate your prior fixed propane pricing, exclusivity, or volume contract obligations, as applicable.

- 2. Propane Service, Supply and Delivery; Propane Charges and Metered Service:**

The Company offers two primary types of propane delivery:

Automatic Delivery Service – If you select Automatic Delivery Service, the Company shall anticipate when you will need a delivery by using Company's degree day computer system for whole house heat. You must promptly notify the Company if your usage changes for any reason.

Will Call Delivery Service – If you select Will Call Delivery Service, the Company will deliver propane only after you request a delivery. The Company requires five (5) business days' notice for will call delivery requests. You should call the office or notify the Company through the online customer portal to request a delivery when your tank gauge is at 30% to meet this schedule. Weather and other factors may affect delivery times. Deliveries required before five (5) business days will be subject to delivery fee. Deliveries of less than 50% of Customer's tank capacity, whether at the direction of Customer or due to any other reason caused by or attributable to Customer, will be subject to a short fill fee and/or rate changes. Automatic Delivery Service Customers will take precedence over Will Call Delivery Service Customers in periods when propane supply is limited.

Deliveries requested after-hours, on weekends, or on holidays are subject to additional delivery charges.

Under certain circumstances, the Company may also agree to provide propane service on a single delivery "load to load" basis. In such event, the Company will deliver propane only after receiving and accepting a Customer request. Such delivery will be subject to pricing and other terms and conditions as the Customer and the Company may agree with respect to each delivery. The provisions set forth in these Terms and Conditions or your Agreement related to pricing, exclusivity, or Term (as defined in Section 3) shall not be applicable to "load to load" customers.

Unless you and the Company otherwise agree in writing, the charge for propane sold to you will be calculated based on the current price charged by the Company at the time of delivery/meter read for the applicable category of customer/service (i.e., Automatic Delivery Service, Will-Call Delivery Service, etc.). This price is set in the Company's discretion and includes, among other things, the Company's costs to procure the propane, and freight, transportation and storage costs. Your price may vary depending on the volume of propane you purchase, your customer/service classification, propane tank ownership, and competitive conditions. Prices change frequently and without prior notice. For non-metered gas service, the Company may charge you based on the volume of gas delivered to you or the amount of gas consumed annually. If you have metered gas service, the Company reserves the right to charge you based on estimated gas usage and then later take an actual reading, after which: (a) you will receive a credit if your estimated billed usage amount exceeded the actual usage amount or (b) you will be charged an additional amount if your actual usage amount exceeded the estimated amount. In addition, metered Customers agree to pay a non-refundable hook up charge plus, if required by the Company, a prepayment for services in an amount determined by the Company.

The Company may choose not to deliver propane or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, its employees, or the public. You agree that the Company may lock off your equipment or the Leased Equipment (as defined in Section 5) or suspend service if the Company believes an unsafe condition exists.

- 3. Service Term; Exclusivity:** Your term is the period of time for which you have agreed to maintain propane service with the Company. If you did not sign a written Agreement which includes express provisions setting forth the term of your service, your term will be five (5) years from the date on which you began service with the Company (the "**Initial Term**") and, unless terminated by you or us as permitted hereunder or in your Agreement, will renew automatically for consecutive one-year periods thereafter (the "**Renewal Term**") unless you notify the Company at least ninety (90) days prior to the

expiration of the Initial Term or then current Renewal Term. As used herein, "**Term**" (a) shall have the meaning set forth in your written Agreement with the Company or (b) shall mean the Initial Term together with the Renewal Term if you do not have a written Agreement with the Company that contains express provisions setting forth the term of your service. Unless otherwise provided herein or in your Agreement with the Company, during the Term, you shall purchase from the Company, on an exclusive basis, your entire propane gas requirements for the property that is the subject of your Agreement or for which service is provided (the "**Property**").

- 4. Customer Supplied Equipment Maintenance and Repair:**

You represent and warrant that you own or control, and have the exclusive right to use, all propane tanks, regulators and other equipment that will be used in connection with the propane gas service to be provided by the Company at the service address (the "**Customer Supplied Equipment**"). You further represent and warrant that you have the right to enter into the Agreement and accept propane gas service from Company without the approval or consent of any other person or entity or you have received all such necessary approvals or consents.

You are solely responsible for the condition, maintenance and repair of the Customer Supplied Equipment. You shall protect, maintain and preserve the Customer Supplied Equipment in a good and safe condition. Regulations in many states impose requirements that propane tanks and related equipment be maintained in accordance with all applicable regulations, laws and legal requirements. You agree that all Customer Supplied Equipment will comply at all times with all applicable laws, regulations and legal requirements and that you will satisfy all maintenance, inspection and testing requirements with respect to the Customer Supplied Equipment including, without limitation, the requirement that the Cathodic Protection Inspection is completed as required by such laws, regulations and legal requirements. The Company has the right to refuse your request for a delivery until all requirements are fulfilled, including, without limitation, those set forth in National Fire Protection Association, Pamphlet 58. By accepting service from the Company, you warrant that the cathodic protection system required for underground propane tanks and gas lines has been properly installed on the Customer Supplied Equipment, maintained in good working order and inspected. Additionally, you warrant that you have met all current requirements of the National Fire Protection Association, Pamphlet 58 with respect to the Customer Supplied Equipment regarding required periodic testing of the cathodic protection system installed on underground tanks and gaslines.

You shall notify the Company prior to causing or permitting any work to be performed on the Customer Supplied Equipment, including any adjustments, changes, modifications, connections or disconnections to be made with respect thereto, by any person other than the Company's employees, authorized agents, contractors or subcontractors. Additionally, you shall immediately notify the Company if you become aware of any damage to, or any unsafe or adverse condition related to, Customer Supplied Equipment, or if you disconnect or change the propane system or add or remove appliances or permit anyone else to do so. In any of the foregoing cases, the Company may, at its option, conduct a gas safety check of the Customer Supplied Equipment prior to continuing service. You agree to pay the charge for the gas safety check.

You shall, at your expense, defend, indemnify and hold harmless the Company Indemnitees (as defined in Section 18) against Losses (as defined in Section 18) directly or indirectly arising out of or related to the Customer Supplied Equipment, including without limitation, the use, maintenance, repair, or replacement thereof, including any alleged violation of any federal, state or local law, statute, rule, regulation, ordinance or common law relating to the Customer Supplied Equipment in any way.

- 5. Company Owned Equipment Lease or Loan; Fees and Charges; Minimum Purchase of Propane:**

The Company may lease or loan propane storage tanks or cylinders (each, a "**Tank**"), propane meters, regulators and/or other related equipment, or any of the foregoing (collectively, "**Leased Equipment**," including in cases in which such equipment was loaned) to you in connection with service. In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without the Company's prior written consent. You will notify the Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. You agree that if the residence at the service address is sold, you will notify the Company at least thirty (30) days in advance and will inform the buyer that Leased Equipment is owned by the Company. Only propane sold by the Company will be used with the Leased Equipment and you agree not to allow the Tank to be filled by any party other than the Company so long as the Tank is owned by the Company. The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of any real property.

If we lease you Leased Equipment, you agree to pay rent on the Leased Equipment while it is installed at your service address. The amount of rent can vary depending on, among other things, the size of the Tank, the location of the residence, and your annual usage. Please contact your local office if you have questions about the Tank rental that is applicable to you. There may also be an installation charge to install or replace the Tank and/or other Leased Equipment that can vary based upon service and equipment needed, an equipment maintenance fee, and an equipment deposit.

If the Company leases or loans Leased Equipment to you, you agree to purchase from the Company during each twelve (12) month period an amount of propane equal to or greater than one and one-half (1 ½) times the water capacity of the Tank. If you fail to purchase the minimum quantity during any twelve (12) month period, the Company shall have the right to enter upon your Property and substitute a Tank of lesser capacity at the then applicable equipment fee, charge a minimum use, tank rental or other fee (or increase any applicable tank rental fee, if applicable), or terminate the equipment lease or loan by giving five (5) days' notice.

If you have a Company propane meter installed on any Leased Equipment, you will be billed for your propane usage; however, Company reserves the right to bill you based on an estimated usage amount, and then later take an actual reading and reconcile your account as provided in Section 2. A monthly Customer Charge as described in Section 6 is applied to customers who have meters.

If you have a leased or loaned Tank or other Leased Equipment, **you are responsible for all charges and costs of removing the Tank and other Leased Equipment, including excavation necessary to remove an underground Tank and the cost of dirt or other material to fill the hole once the Tank is removed, whether upon the termination of your service or at any other time**, and the Company is not responsible for resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove a leased or loaned Tank can vary greatly and is affected by numerous factors, including the size and access to the Tank, whether the Tank is aboveground or underground, soil conditions and other impediments. At its option, the Company may elect to not remove a leased or loaned Tank from the Property, in which event such Tank shall become the property of the Property owner, and may, in such event, charge you for the value of such leased or loaned Tank. In addition, if Leased Equipment has been provided to you and you terminate your service with the Company prior to the end of the Initial Term, the Company will charge you an early termination fee as set forth in Section 6. By accepting the leased or loaned Tank or other Leased Equipment, you consent to the foregoing.

You agree to promptly surrender all Leased Equipment to the Company upon termination of service for any reason.

6. **Miscellaneous Fees and Charges:** In addition to amounts set forth in your Agreement or otherwise specified in these Terms and Conditions, the price you will be charged for propane, and rental charges for Leased Equipment if provided in your Agreement or otherwise if applicable, the Company may assess you other fees and charges depending on the services requested or required, matters associated with your account, or otherwise. The fees and charges set forth below are the most frequently assessed, but other fees and charges may apply. **NONE OF THESE CHARGES REPRESENT A TAX, FEE OR OTHER AMOUNT PAID TO OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY AND THE COMPANY RETAINS ALL OF THE AMOUNTS PAID FOR SUCH CHARGES. EXCEPT FOR ANY ESTIMATE PROVIDED, OR AS OTHERWISE STATED, HEREIN, THE COMPANY HAS NOT SPECIFICALLY QUANTIFIED THE RELATIONSHIP BETWEEN THE CHARGES AND THE ACTUAL COSTS ASSOCIATED WITH THE CHARGES, WHICH CAN VARY BY PRODUCT, SERVICE, TIME AND PLACE, AMONG OTHER THINGS. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES AND CHARGES WITHOUT PRIOR NOTICE.**

A service turn-on charge (for scheduled initial or seasonal service turn on) ("**Service Turn-On Charge**") of up to \$160 during the weekday hours of 8:00 am to 4:30 pm, weekdays, holidays excluded ("**Regular Hours**"), and up to \$300 at any other time (which is sometimes referred to as "after hours").

An off-route fee ("**Off Route Fee**") of up to \$300 if a delivery request requires the Company to take the delivery vehicle out of a predetermined delivery route ("**Off Route Service**").

If you request, or the Company is required to make, a delivery outside of Regular Hours, an after-hours delivery fee ("**After Hours Delivery Fee**") of up to \$300.

A short-fill fee ("**Short Fill Fee**") of up to \$80 if you request delivery, but the gas fill volume for such delivery is less than 50% of the tank's water capacity.

If aggregate gas deliveries to you for the year are not at least one and one-half (1 ½) times the water capacity of your Tank, an annual minimum use charge ("**Annual Minimum Use Charge**") of up to \$1.50 multiplied by the Tank's water capacity (in addition to Tank rental fees, if any, payable under your Agreement or otherwise).

A fuel surcharge fee ("**Fuel Surcharge Fee**") that will vary based upon on-road fuel costs.

A hazardous materials fee ("**Hazardous Materials Fee**") of up to \$15.00 per delivery of propane gas and other itemized charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials.

An account dormancy fee ("**Account Dormancy Fee**") of not more than \$15.00 a month if your account has a credit balance but no gas charges in the preceding twelve (12) months.

A paper invoice fee ("**Paper Invoice Fee**") of up to \$2.00 per invoice may be assessed for customers who have not enrolled in paperless billing by January 1, 2025. You may enroll in paperless billing using the Online Customer Portal.

A hook up charge ("**Hook Up Charge**") of up to \$150 and a monthly customer charge ("Customer Charge") of up to \$65 for Customers who have meters.

A pump out/restocking fee ("**Pump Out/Restocking Fee**"), which may be a fee of up to \$250 per man hour to perform the work or a variable fee of up to \$1.00 per gallon of gas removed, whichever is higher.

Propane recovery costs and charges as described in Section 7.

A disconnect charge ("**Disconnect Charge**") of up to \$150 and a reconnect charge of up to \$160 ("**Reconnect Charge**") for service which was disconnected as a result of safety concerns or your failure to timely pay your bill.

A service charge for returned checks ("**Returned Check Charge**") equal to the lesser of \$35 or the maximum amount allowed by applicable state law per occurrence for each payment returned by the bank for insufficient funds or otherwise.

A credit card, direct debit or ACH convenience fee ("**Payment Convenience Fee**") of up to 3% of the payment amount or the maximum permitted by applicable law for any non-cash or non-check payment transaction.

Finance charges as set forth in Section 7.

A leak check charge ("**Leak Check Charge**") in any case in which you request a leak check or a leak check is required by the Company or by applicable law, regulation or code. Leak checks are required, among other times, when a gas runout occurs, the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected or reported. Leak Check Charges may be up to \$150 per man hour for on-route service during Regular Hours, and \$300 per man hour at any other time or for Off Route Service.

A gas safety check charge ("**Gas Safety Check Charge**") in any case in which you request a gas safety check or a gas safety check is required by the Company or by applicable law, regulation or code. Gas safety checks are required, among other times, prior to the commencement of new service for you or if there are any changes to the propane gas system (including when new piping is installed), Customer Supplied Equipment or Leased Equipment. Gas Safety Check Charges may be up to \$150 per man hour for on-route service during Regular Hours, and \$300 per man hour at any other time or for Off Route Service.

A Leased Equipment or Tank installation fee ("**Installation Fee**") as described in Section 5.

If Leased Equipment has been provided to you and you terminate your service with the Company prior to the end of the Initial Term, an early termination fee ("**Early Termination Fee**") in the amount of \$4.00 multiplied by the water capacity of the tank(s) located at your Property being serviced by the Company based on the number of full or partial months remaining in the Initial Term, which will be imposed if you terminate your service prior to the end of the Initial Term. As an example only, if you have a 500-gallon (water capacity) tank and your Initial Term is five years (60 months), but you terminate your service with 24 months left in the Initial Term, you will be charged an Early Termination Fee of \$800 (\$4.00 x 500 x 24/60). The amount determined by the foregoing formula is a reasonable estimate of the sum of (i) lost revenue to the Company plus (ii) tank installation costs and permitting and expenses associated with gas lines and regulating equipment expense.

Tank and Leased Equipment removal charges ("**Removal Charges**") as described in Section 5.

A trip charge ("**Trip Charge**") of up to \$65 for any service call other than for the sole purpose of delivering propane gas, including calls to perform leak checks or gas safety checks.

Other charges for shipping, handling, and delivery of propane gas and related goods ("**Other Charges**").

7. Payment Terms; Finance Charges:

If you have received credit terms from the Company, you will be invoiced after propane is delivered or services are rendered, unless the Company has agreed to different payment terms in writing. You agree to pay the invoiced amount on or before the due date set forth on the invoice. If you dispute an invoice, you must contact your local office within sixty (60) days after receipt of the invoice.

If you fail to pay all amounts owed to the Company when due, the Company may, unless prohibited by law, assess a finance charge in the amount of 1.5% of the amount remaining unpaid on and after the 30th day after invoice date or \$5.00, whichever is greater, per month (or the maximum allowed by law if less). Ownership for propane or goods is not transferred by the Company to you until all invoices are paid. If your account has a past due balance, you may experience an interruption of service and the Company may, after providing notice to you, suspend and not schedule future service, disconnect or place a lock on Leased Equipment and/or recover propane for which payment has not been made. You will be responsible for all costs to recover such

propane and other charges associated therewith. If the Company suspends service or disconnects or places a lock on Leased Equipment, all amounts outstanding (including any applicable reconnect and other charges and a gas safety check fee) must be paid in full before service will be restored.

The Company may at any time require you to pay for propane deliveries or services in advance, to post a cash prepayment, or to provide other forms of credit enhancement. The Company may apply any amounts it holds from you, whether in the form of a prepayment or otherwise, at any time in whole or in part against the outstanding balance.

- 8. Taxes:** You are responsible for and agree to pay all personal property, income, intangible, environmental or other taxes, assessments or similar charges that may be levied by any governing authority, whether federal, state, local, or other, on any Tank, Leased Equipment or other equipment located on your Property, the provision of propane gas service to, or the use of propane gas by you, or any other goods and services the Company provides to you.
- 9. Credit Application:** You shall maintain an approved credit application on file with the Company during the term of your Agreement.
- 10. Access to Tank and Leased Equipment; Risk of Damage to Customer's Property:** You hereby grant the Company the irrevocable right, at all reasonable hours, to enter upon your Property at any time without prior notice for any purpose connected with (i) the delivery of propane by the Company to you; (ii) the servicing, maintenance, repair, locking, removal or other actions associated with the Tank and any Leased Equipment or any other equipment to be serviced by the Company; or (iii) the exercise of any rights secured by or the performance of any obligations imposed by your Agreement or these Terms and Conditions. You shall maintain your Property in a safe and unobstructed condition, including, but not limited to, being free of ice, snow, water and other hazards, and shall not at any time take any action to impede or inhibit the Company's access to your Property. You will mark and identify the location of septic systems, leach pits, underground ponds and waterways, and similar underground features. Additionally, in the event that any Company employee, agent, contractor or subcontractor is injured while on your Property, you shall defend, indemnify and hold harmless the Company Indemnitees against Losses directly or indirectly arising therefrom or related thereto in accordance with Section 18 of these Terms and Conditions unless such injury is caused by the negligence of such employee, agent, contractor, subcontractor or the Company. In the event that you fail to provide safe and unobstructed access onto your Property for services performed by the Company, including without limitation services performed under this Section 10, you shall defend, indemnify and hold harmless the Company Indemnitees against Losses directly or indirectly arising therefrom or related thereto in accordance with Section 18 of these Terms and Conditions. Furthermore, you hereby waive any claims against the Company Indemnitees related to, and shall hold the Company Indemnitees harmless from, any damage caused to your Property (by way of example, without limitation, driveway, sidewalks, curbs, lawns, or septic system) while the Company or its employees, agents, contractors or subcontractors are present on your Property or providing propane gas services, including without limitation services related to this Section 10, even if such damage is caused by the Company or its employees, agents, contractors or subcontractors.
- 11. Interruption of Service:** If the propane service to the Property is turned off or otherwise interrupted for any reason, you will not allow anyone other than a Company representative to turn the propane service back on. You acknowledge that an inspection of the propane system and equipment by Company personnel is required for safety reasons before turning the propane back on after service has been turned off or interrupted, and after any alteration or modification to the propane system/equipment has been made. Applicable charges may apply.
- 12. Termination of Service:** The Company shall have the right to terminate service and its Agreement with you for any reason or no reason by giving you thirty (30) days' prior written notice. Further, the Company may terminate service and its Agreement with you, discontinue propane sales or the provision of services, disconnect or seal and "lock off" the Tank and Leased Equipment and exercise any other available remedies at law or in equity, immediately and without notice if you fail to make timely payment for any rental fees, propane purchases or other charges to the Company, or fail to abide by, or perform your obligations under, any terms of your Agreement with the Company. In order to terminate your service with the Company, you must give the Company thirty (30) days' prior written notice and pay any outstanding account balance and all other amounts due the Company. If Leased Equipment has been provided to you and you terminate your service with the Company prior to the end of the Initial Term, the Company will charge you an early termination fee as set forth in Section 6. Upon termination by either party, no credit will be given for any propane gas remaining in the Tank. Unless required by applicable law, the Company is under no obligation to repurchase propane from you or provide you any refund for unused propane under any circumstance. If the Company determines, in its sole discretion, to repurchase remaining propane from you, the repurchase price will be based on the lower of the price per gallon you paid or the Company's then current price per gallon at which propane is generally available for purchase by the Company from its wholesale suppliers as determined by the Company. For metered Customers to whom the Company has leased or loaned a Tank, all propane remaining in the tank at termination is the sole property of the Company and you will pay to the Company the value of the remaining propane gas determined by the Company's market price for gas on the day of termination. If Customer's account is delinquent, the Company may, at its option, remove any propane gas remaining in the Tank. You agree that no

money will be refunded for any propane remaining in any removed or abandoned Tank nor for any fees paid by you in connection with any program offered by the Company. If any Tank at your Property is returned to Company with gas, it is understood that you abandoned the gas and any gas recovered will belong to the Company. In the event any account has a credit balance after termination and all fees have been applied, you must request a refund in writing to the Company. Furthermore, the Company shall not be liable, and you shall hold the Company harmless, for any damage caused to your Property (by way of example, without limitation, driveways, sidewalks, curbs, lawns or septic systems), even if caused by the Company, while the Company is performing work or services related to or arising out of the termination of service, including without limitation, termination under this Section 12.

- 13. Delay and Failure of Performance:** Any delay or failure of performance on the part of the Company shall be excused without liability if the delay or failure of performance results in whole or in part from, but not limited to, any of the following: accidents, weather conditions, acts of God, government regulation or changes in laws or regulations, fire, floods, pandemics or epidemics, labor disputes or disturbances, breakdowns or other failure of equipment, inadequate wholesale supplies of propane or the Company's inability to obtain propane or equipment from its suppliers, terminal, refinery, pipeline or transportation disruptions, wars, hostilities, acts of terrorism, or any other cause beyond the Company's reasonable control. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customers in any manner that the Company deems reasonable. The Company will not be responsible for damages for failure to deliver propane to vacant properties, unattended properties, premises that are not readily accessible to the Company's employees or for properties in which usage/ consumption is unpredictable. The Company shall not be held responsible for an interruption of propane service due to unpaid bills, mechanical failures, erratic propane usage (i.e.: gas logs, space heaters, pool heaters, heat pump back-up, vacant or non-primary residences), concerns regarding the safety of your Property or Customer Supplied Equipment, or limited propane gas supply availability or the Company's inability to obtain propane or equipment from its suppliers.
- 14. Collection Costs and Attorneys' Fees:** In the event that the Company brings any action or proceeding arising out of or related to any agreement with you, the provision of propane gas service, any Tank or Leased Equipment, any other services provided by the Company to you, or any other matter between the Company and you, including without limitation any breach, enforcement, or interpretation of your Agreement or these Terms and Conditions, the Company shall be entitled to collect from you all costs and expenses incurred by the Company in connection therewith including, but not limited to, collection agency fees and attorneys' fees and court costs at all trial and appellate levels and in bankruptcy.
- 15. Safety:**

Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact your local service office and we will mail it to you. Additional safety information is provided at fpuc.com/propane/safety/safety-basics/. We recommend you regularly visit this website to view such information and other important safety warnings.

For added safety, the Company recommends you purchase and install a propane detector. These can be found at many retail hardware and online stores.

An odorant is added to propane to provide a warning in the event of a leak. A hazardous situation exists whenever the smell of odorant is present, even if the smell is faint. Customers with Tanks on their Property should turn the valve on the Tank to the "Off" position if it is safe to do so. You are responsible for the Tanks(s) and any other equipment while they are located on your Property. If the smell of propane is detected, or if you suspect there is a gas leak or other failure of the system to properly operate, you agree to immediately evacuate the Property and immediately contact the Company or the public safety authorities (such as fire or police) via telephone from at least 100 yards away so that any potentially hazardous situation can be corrected.

You agree to bear the risk of loss or damage to driveways, sidewalks, curbs, lawns, septic systems and other property or improvements, and the costs of repair or restoration thereof, resulting from access and entry by the Company or any third party to assess and rectify any hazardous conditions or situations with respect to the propane system or otherwise.
- 16. Warnings:** The Company will periodically provide you with warnings concerning the safe operation of a propane system. You agree to read the warnings, share the information with all other persons residing on the Property, and follow the warnings distributed by the Company. If you are a landlord, you agree to provide all safety information provided by the Company to each of your tenants. The Company will provide additional copies of the safety information upon request.
- 17. No Representations or Warranties; Disclaimers of Warranties:** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, PROPANE METER, REGULATOR(S) AND/OR OTHER RELATED EQUIPMENT, WHETHER LEASED EQUIPMENT OR OTHERWISE, OR

SERVICE PROVIDED BY THE COMPANY OR PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL PRODUCTS AND GOODS DELIVERED AS IS. YOU AGREE TO THE EXTENT ALLOWED BY LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE DISCLAIMED AND EXCLUDED FROM AND SHALL NOT APPLY TO THE SALE OF ANY PROPANE, TO THE SALE/LEASE OR LOSS OF ANY TANK OR OTHER RELATED EQUIPMENT, INCLUDING ANY LEASED EQUIPMENT, OR THE PROVISION OF ANY SERVICES BY THE COMPANY. SOME STATES MAY NOT ALLOW THE EXCLUSION OF THESE IMPLIED WARRANTIES AND, IF YOUR PROPERTY IS IN ONE OF THESE STATES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

18. **Exclusive Remedy; LIMITATIONS OF LIABILITY; Indemnification:** You agree that to the extent allowed by law, your sole and exclusive remedy against the Company shall be for the replacement or repair of any defective items provided by the Company, and that no other remedy (including but not limited to any remedy for indirect, incidental, consequential, special, exemplary or punitive damages) shall be available to you. If, notwithstanding the foregoing exclusive remedy, monetary damages are imposed against the Company, you agree that to the extent permitted by applicable law, the Company's entire liability arising out of or relating to the Company's services, the Company's acts and omissions, your Agreement and these Terms and Conditions, and otherwise shall be limited to the amount you paid to the Company for propane during the twelve (12) months prior to any occurrence that results in your claim or action. **UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES EVEN IF THE COMPANY HAS BEEN INFORMED OF THE LIKELIHOOD OF ANY SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, INCLUDING WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME OR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.** You shall, at your expense, defend, indemnify and hold harmless the Company, its affiliates, and each of their respective owners, directors, officers, employees, contractors, subcontractors, agents, representatives, attorneys, successors and assigns, and all persons and entities acting by, through, under or in concert with any of them (the "Company Indemnitees") from and against all losses, claims, demands, damages, liabilities, debts, obligations, suits, actions, causes of action, judgments, costs and expenses (including but not limited to attorney's fees and court costs), fines, penalties, and settlement payments (collectively, "**Losses**") directly or indirectly arising out of or connected with (a) services provided by the Company to you under an Agreement or these Terms and Conditions while on your Property; (b) your failure to safely control and maintain any tanks or equipment on your Property, including any Tank and Leased Equipment leased or loaned to you by the Company while it is in your possession, including but not limited to your failure to comply with Sections 4, 5, 10, 11, 15 or 16 of these Terms and Conditions; (c) the breach of any representation, warranty or covenant set forth in your Agreement or these Terms and Conditions; (d) your failure, or the failure of your employees, agents, contractors or subcontractors to perform any obligation set forth in your Agreement, these Terms and Conditions, or any other document or agreement provided by you to the Company; or (e) spillage or leakage of propane or contamination, damage to property or injury to persons, except to the extent caused by the Company's gross negligence or willful misconduct.
19. **Waiver:** The Company's failure to insist upon the strict performance of any provision of your Agreement or these Terms and Conditions shall not be construed as a waiver of its right to the performance or the future performance of such provision or of any other provisions in your Agreement or these Terms and Conditions, and your obligations with respect thereto shall continue in full force and effect.
20. **Severability:** The invalidity or unenforceability in whole or in part of any provision in your Agreement or these Terms and Conditions shall not affect the validity or enforceability of any other provision. No provision in your Agreement or these Terms and Conditions shall be interpreted or enforced in any manner which violates any federal, state or local law, regulation or ordinance. No charge or fee provided for in your Agreement or these Terms and Conditions shall exceed the maximum amount allowable by law for the applicable product, service, or charge.
21. **Entire Agreement:** The provisions of your Agreement and these Terms and Conditions contain the entire agreement between the parties related to the provision of goods, services and equipment by the Company to you.
22. **Amendment/Modification:** The provisions of your Agreement and these Terms and Conditions may not be amended, modified or supplemented, unless approved in writing by the Company or as otherwise set forth in these Terms and Conditions. The Company may modify, amend and supplement these Terms and Conditions at any time and from time to time in its sole and absolute discretion by providing you written notice of such modifications, amendments and supplements (other than gas prices, fees, rates, and

charges which may be changed without prior notice). The notice may be in the form of a bill insert, email, or other written notification and may include the modifications, amendments and supplements or refer you to the Company's website where such modified, amended and supplemented Terms and Conditions may be posted or otherwise made available. Customers enrolled in paperless billing will receive notice in electronic form. Unless otherwise provided therein, the modified, amended and supplemented Terms and Conditions will take effect thirty (30) days after such notice. If the modified, amended, and supplemented Terms and Conditions are unacceptable to you, your sole recourse is to terminate your Agreement and service by notifying the Company within thirty (30) days after the foregoing notice to you of the modified, amended and supplemented Terms and Conditions. Failure to do so shall constitute your binding acceptance of and agreement to such Terms and Conditions. These Terms and Conditions may not be modified orally.

23. **Governing Law; JURY TRIAL WAIVER; Time Limitation:** The governing law applicable to your Agreement and the services to be provided to you under such Agreement or these Terms and Conditions will be that of the State in which your Property is located without regard to conflicts of laws principles. **THE PARTIES AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR RELATING TO YOUR AGREEMENT OR ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE COMPANY AND YOU, THESE TERMS AND CONDITIONS, THE COMPANY'S SERVICES, OR ANY OTHER MATTER BETWEEN THE COMPANY AND YOU.**

Some states do not permit a party to waive his or her right to a jury trial via a contractual provision. If your Property is in one of these states, then the above jury trial waiver does not apply to you. Unless prohibited by applicable law, you must bring any legal action against the Company with respect to claims of any type, including without limitation, claims related to the Company's services or the Company's acts and omissions, or arising out of your Agreement, these Terms and Conditions, or otherwise, by the earlier of (i) two years after the cause of action arises; or (ii) the date that the applicable statute of limitations expires.

24. **Interruption of Service:** The Company, while exercising reasonable diligence at all times to furnish services under your Agreement, these Terms and Conditions or otherwise, does not guarantee your continuous supply of propane, for any automatic delivery, will call delivery, or any other delivery or customer category, and will not be liable for damages for any interruption or deficiency in, or failure of you to have, the continuous use of any propane.
25. **Installation of Company Owned Equipment:** Installation of any Tank or Leased Equipment leased or loaned to you by the Company shall be made only when, in the sole discretion of the Company, the location of the Tank and Leased Equipment is, and will continue to be, easily and economically accessible to the Company for the servicing of such Tank and Leased Equipment.
26. **Replacement:** The Company may, at any time and without the need for your permission, substitute or replace any Tank or Leased Equipment with another Tank or other Leased Equipment with adequate capacity for Company to provide services to you.
27. **Customer's Consent to being Contacted:** By providing a telephone number or email address, now or in the future, you agree that the Company (and others on its behalf) may contact you at that email address by emailing you or at your telephone number via text message (whether manually or automatically dialed) and telephone call (whether manually or automatically dialed, and whether using a live, artificial, or prerecorded voice) regardless of whether you will incur charges. You further agree that such communications may include, without limitation, delivery reminders, delivery confirmations, invoice notices, past-due account notices, account notifications, and attempts to collect any debts from you. **YOU ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO SUCH COMMUNICATIONS IS A MATERIAL AND ESSENTIAL PART OF THIS AGREEMENT AND THAT YOU PROVIDED IT AS PART OF A BARGAINED-FOR EXCHANGE.**
28. **Automated Telephone Dialing System (ATDS):** An FCC ruling as of June 15, 2015 states you may opt out of ATDS contact for cell phones. The Company may contact you with important information about your account using ATDS. If the primary phone number listed with the Company is your cell phone, the option is available to opt out. To exercise the right to opt out, contact the local servicing office.
29. **Company NOTICE:** Any notice by you required or permitted under your Agreement or these Terms and Conditions shall be in writing and sent by U.S. mail, postage prepaid, to the Company at 22945 E. Piney Grove, Georgetown, DE 19947, Attn: Sharp Admin or emailed to propanecustomerservice@chpk.com. Notice by the Company may be sent in the form of a billing or invoice insert or by a stand-alone mailing, email, text message or other written notification. Customers enrolled in paperless billing will receive billing or invoice inserts in electronic form.
30. **Assignment:** You may not assign your Agreement with the Company or any rights or obligations thereunder or otherwise related to the Tanks or Leased Equipment or other goods or services provided by the Company without the Company's prior written consent, which may be given or withheld in its sole discretion. The sale of your Property, whether voluntarily or involuntarily, shall be deemed a termination by you of your Agreement and the Company's services and you will be subject to all fees, charges and impositions due as provided by your Agreement or these Terms and Conditions applicable to termination. Upon the entry into a contract for the sale of your Property or service location, you shall provide the Company with written notice

thereof at least thirty (30) days prior to settlement ("closing"). Such notice shall contain the name and address of the prospective purchaser.

- 31. CUSTOMERS WITH RESIDENCES THAT ARE NOT OCCUPIED YEAR-ROUND:**
IF YOU HAVE CHOSEN AUTOMATIC DELIVERY, IT IS DIFFICULT TO FORECAST HOMES THAT ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE PROPANE SYSTEM ON YOUR PROPERTY YEAR-ROUND. THE COMPANY IS NOT LIABLE FOR DIRECT DAMAGES TO PERSONAL AND REAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM FROZEN PIPES OR OTHER WATER DAMAGE) THAT OCCURS AS A RESULT OF THE EXHAUSTION OF PROPANE IN YOUR SYSTEM. THE COMPANY RECOMMENDS YOU PLACE A TANK MONITOR ON YOUR SYSTEM TO MONITOR THE AMOUNT OF PROPANE REMAINING IN YOUR TANK. YOU MUST PROVIDE COMPANY WITH AT LEAST FIVE (5) BUSINESS DAYS' ADVANCED NOTICE OF A NEED FOR A DELIVERY TO AVOID THE EXHAUSTION OF YOUR PROPANE SUPPLY.
- 32. Survival:** Sections 1, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 23, 27, 28 and 29 of these Terms and Conditions, and any provisions of your Agreement as expressly provided for therein, shall survive termination of your relationship with Company and your Agreement with the Company, which includes your permission for Company to contact you to collect any debts owed or regarding your return of Leased Equipment.

VERSION JANUARY 1, 2024
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**RIDER TO FLORIDA PUBLIC UTILITIES PROPANE SUPPLY AGREEMENT
WITH FLORIDA PUBLIC UTILITIES**

THIS RIDER TO FLORIDA PUBLIC UTILITIES PROPANE SUPPLY AGREEMENT (hereinafter “Rider”) is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “County” or “Customer”), and **FLORIDA PUBLIC UTILITIES COMPANY**, a Florida For Profit Corporation, with a principal address of 500 Energy Lane, Dover, DE 19901 (hereinafter the “Company” or “Vendor”) hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties desire to enter into the Florida Public Utilities Propane Supply Agreement for propane gas supply services (hereinafter “Contract” or “Agreement”); and

WHEREAS, the Parties wish to amend certain terms and conditions of that Contract and to establish additional standard terms and conditions as set forth herein; and

WHEREAS, the Parties agree that the terms and conditions hereinbelow shall be incorporated into the Contract and in the event of any conflict between the terms and conditions of this Rider and the Contract, the terms and conditions of this Rider shall prevail.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. AMENDMENTS TO FLORIDA PUBLIC UTILITIES PROPANE SUPPLY AGREEMENT INCLUDING THE SUPPLEMENTAL TERMS AND CONDITIONS AND THE STANDARD TERMS AND CONDITIONS GOVERNING RETAIL PROPANE SALES AND RELATED SERVICES AND EQUIPMENT RENTAL.

1.1 The section entitled **Rates** of the Supplemental Terms and Conditions of the Agreement shall be stricken in its entirety and shall be replaced with the following language so that Section **Rates** shall hereafter read as follows:

Rates Upon thirty (30) days written notice, in accordance with Section 14 of the Standard Terms and Conditions Governing Retail Propane Sales and Related

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Services Equipment Rental, to the Customer, Company shall have the right at all times during the term of this Agreement to alter the schedule of rates, fees, and charges, as well as Customer's classification.

1.2 Section 1. Applicability of Standard Terms and Conditions; Acceptance of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be modified to strike the fourth sentence in its entirety and shall be further modified to insert the following language as the last paragraph of Section 1. so that the last paragraph of Section 1. shall hereafter read as follows:

Company may, in its sole discretion, modify, amend, and supplement the terms and conditions to which this Agreement is subject at any time and from time to time by providing Customer thirty (30) days written notice, in accordance with Section 14 hereinbelow, of such modifications, amendments and supplements, including fees, rates and charges. Unless otherwise provided, the modified, amended, and supplemented terms will take effect thirty (30) days after notice has been provided in accordance with Section 14 hereinbelow. If any modification is unacceptable to Customer, Customer's sole recourse is to terminate this Agreement. Customer's failure to terminate this Agreement within thirty (30) days after notice of such modifications, amendments and supplements shall constitute Customer's binding acceptance and agreement to the modifications, amendments, and supplements. This Agreement, including the Supplemental Terms and Conditions and the Standard Terms and Conditions, may not be modified orally.

1.3 Section 3. Service Term; Exclusivity. of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 3. shall hereafter read as follows:

Section 3. Service Term; Exclusivity: If you fail to purchase the minimum quantity during any twelve (12) month period, the Company, upon written notice and coordination with Customer, shall have the right to enter upon your Property and substitute a Tank of lesser capacity at the then applicable equipment fee, charge a minimum use, tank rental or other fee (or increase any applicable tank rental fee, if applicable), or terminate the equipment lease or loan by giving five (5) days' notice.

1.4 Section 4. Rates. of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be amended in the last paragraph so that the last paragraph of Section 4. shall hereafter read as follows:

Subject to the limits as set forth in Section 768.28 Florida Statutes, you shall, at your expense, defend, indemnify and hold harmless the Company Indemnitees (As defined in Section 18) against Losses (as defined in Section 18) directly or indirectly arising out of or related to the Customer Supplied Equipment, including without limitation, the use, maintenance, repair, or replacement thereof, including any alleged violation of any federal, state or local law, statute, rule, regulation, ordinance or common law relating to the Customer Supplied Equipment in any way.

1.5 Section 7. Payment Terms; Finance Charges. of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 7. shall hereafter read as follows:

Section 7. Payment Terms; Finance Charges: Customer shall pay all invoices pursuant to State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes and Section 3.1 of the Rider.

1.6 Section 8. Taxes. of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services and Equipment Rental is stricken in its entirety and Section 8. is hereby marked Reserved.

Section 8. Taxes. Reserved.

1.7 Section 10. Access to Tank and Leased Equipment; Risk of Damage to Customer's Property of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 10. shall hereafter read as follows:

Section 10. Access to Tank and Leased Equipment; Risk of Damage to Customer's Property: Upon written notice to an coordination with Customer, you hereby grant the Company the irrevocable right, at all reasonable hours, to enter upon your Property at any time without prior notice for any purpose connected with (i) the delivery of propane by the Company to you; (ii) the servicing, maintenance, repair, locking, removal or other actions associated with the Tank and any Leased Equipment or any other equipment to be serviced by the Company; or (iii) the exercise of any rights secured by

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or the performance of any obligations imposed by your Agreement or these Terms and Conditions. You shall maintain your Property in a safe and unobstructed condition, including, but not limited to, being free of ice, snow, water and other hazards, and shall not at any time take any action to impede or inhibit the Company's access to your Property. You will mark and identify the location of septic systems, leach pits, underground ponds and waterways, and similar underground features. Subject to the limits as set forth in Section 768.28, Florida Statutes, in the event that any Company employee, agent, contractor or subcontractor is injured while on your Property, you shall defend, indemnify and hold harmless the Company Indemnitees against Losses directly or indirectly arising therefrom or related thereto in accordance with Section 18 of these Terms and Conditions unless such injury is caused by the negligence of such employee, agent, contractor, subcontractor or the Company. In the event that you fail to provide safe and unobstructed access onto your Property for services performed by the Company, including without limitation services performed under this Section 09, you shall defend, indemnify and hold harmless the Company Indemnities against Losses directly or indirectly arising therefrom or related thereto in accordance with Section 18 of these Terms and Conditions. Furthermore, you hereby waive any claims against the Company Indemnitees related to, and Subject to the limits as set forth in Section 768.28, Florida Statutes, shall hold the Company Indemnitees harmless from, any damage caused to your Property (by way of example, without limitation, driveway, sidewalks, curbs, lawns, or septic system) while the Company or its employees, agents, contractors or subcontractors are present on your Property or providing propane gas services, including without limitation services related to this Section 09, even if such damage is caused by the Company or its employees, agents, contractors or subcontractors.

1.8 Section 12. Termination of Service. of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be amended to remove all references to an early termination fee. The Parties agree that Vendor shall not charge Customer any early termination fees under this Agreement. Furthermore, the last sentence of Section 12. shall be stricken in its entirety and shall be replaced with the following language so that the last sentence of Section 12. shall hereafter read as follows:

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Furthermore, the Company shall not be liable, and subject to the limits as set forth in Section 768.28, Florida Statutes, you shall hold the Company harmless, for any damage caused to your Property (by way of example, without limitation, driveways, sidewalks, curbs, lawns or septic systems), even if caused by the Company, while the Company is performing work or services related to or arising out of the termination of service, including without limitation, termination under this Section 12.

1.9 Section 14. Collection Costs and Attorneys' Fees of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 14. shall hereafter read as follows:

Section 14. Collection Costs and Attorneys' Fees: In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

1.10 Section 18. Exclusive Remedy; LIMITATIONS OF LIABILITY of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 18. shall hereafter read as follows:

Section 18. Exclusive Remedy; LIMITATIONS OF LIABILITY: Subject to the limits set forth in Section 768.28, Florida Statutes, you agree that to the extent allowed by law, your sole and exclusive remedy against the Company shall be for the replacement or repair of any defective items provided by the Company, and that no other remedy (including but not limited to any remedy for indirect, incidental, consequential, special, exemplary or punitive damages) shall be available to you. If, notwithstanding the foregoing exclusive remedy, monetary damages are imposed against the Company, you agree that to the extent permitted by applicable law, the Company's entire liability arising out of or relating to the Company's services, the Company's acts and omissions, your Agreement and these Terms and Conditions, and otherwise shall be limited to the amount you paid to the Company for propane during the twelve (12) months prior to any occurrence that results in your claim or action. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

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EXEMPLARY OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES EVEN IF THE COMPANY HAS BEEN INFORMED OF THE LIKELIHOOD OF ANY SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, INCLUDING WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME OR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES. Subject to the limits as set forth in Section 768.28, Florida Statutes, you shall, at your expense, defend, indemnify and hold harmless the Company, its affiliates, and each of their respective owners, directors, officers, employees, contractors, subcontractors, agents, representatives, attorneys, successors and assigns, and all persons and entities acting by, through, under or in concert with any of them (the "Company Indemnitees") from and against all losses, claims, demands, damages, liabilities, debts, obligations, suits, actions, causes of action, judgments, costs and expenses (including but not limited to attorney's fees and court costs), fines, penalties, and settlement payments (collectively, "Losses") directly or indirectly arising out of or connected with (a) services provided by the Company to you under an Agreement or these Terms and Conditions while on your Property; (b) your failure to safely control and maintain any tanks or equipment on your Property, including any Tank and Leased Equipment leased or loaned to you by the Company while it is in your possession, including but not limited to your failure to comply with Sections 4, 5, 10, 11, 15 or 16 of these Terms and Conditions; (c) the breach of any representation, warranty or covenant set forth in your Agreement or these Terms and Conditions; (d) your failure, or the failure of your employees, agents, contractors or subcontractors to perform any obligation set forth in your Agreement, these Terms and Conditions, or any other document or agreement provided by you to the Company; or (e) spillage or leakage of propane or contamination, damage to property or injury to persons, except to the extent caused by the Company's gross negligence or willful misconduct.

1.11 Section 19. Waiver of the Standard Terms and Conditions Governing Retail Propane Sales and Related Services Equipment Rental shall be stricken in its entirety and shall be replaced with the following language so that Section 19. shall hereafter read as follows:

Section 19. Waiver: Either party's failure to insist upon the strict performance of any provision of your Agreement or these Terms and Conditions shall not be construed as a waiver of its right to the performance or the future performance of such provision or of any other provisions in your Agreement or these Terms and Conditions, and your obligations with respect thereto shall continue in full force and effect.

SECTION 2. CONFLICTING PROVISIONS.

2.1 The Parties agree that in the event of any conflict between the terms and conditions of the Contract and/or any exhibit or attachment to the Contract and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

SECTION 3. PAYMENT AND INVOICING.

3.1 The Vendor shall submit a copy of all invoices to both the Public Works Director, or designee, and to invoices@nassaucountyfl.com for payment. Any invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director, or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Contract. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Contract.

SECTION 4. E-VERIFY.

4.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

4.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

4.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Contract.

SECTION 5. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

5.1 The Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

5.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Contract.

5.3 The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

5.4 In the event of any legal action to enforce the terms of the Contract each party shall bear its own attorney's fees and costs.

5.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Contract or the activities of either party under the Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Contract. If the parties are unable to reach an agreement concerning the modification of the Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Contract, to the extent that the Vendor is providing

goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.2 A request to inspect or copy public records relating to the Contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

7.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

7.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

7.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

7.8 In reference to any public records requested under the Contract, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than ten (10) calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Contract.

SECTION 9. INSURANCE.

9.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit A to this Rider. The policy limits required are to be considered minimum amounts.

9.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. INDEMNIFICATION.

11.1 Any indemnification by the County in the Contract or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

SECTION 12. HUMAN TRAFFICKING AFFIDAVIT.

12.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 13. NOTICES.

13.1 All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musselwhite Road
Callahan, Florida 32011

Vendor: Florida Public Utilities
Attn: Forrest Smalley
500 Energy Lane
Dover, DE 19901

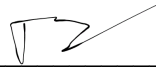
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IN WITNESS WHEREOF, the Parties have caused this Rider to be executed by its duly authorized representatives, effective as of the last date below.

COUNTY:

NASSAU COUNTY, FLORIDA

Signature:  _____

Print Name: Taco Pope

Title: County Manager

Date: 8/29/2025

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

VENDOR:

FLORIDA PUBLIC UTILITIES COMPANY

Signature: *Forrest Smalley* _____

Print Name: Forrest Smalley

Title: Director

Date: 8/29/2025

EXHIBIT A TO THE RIDER

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

EXHIBIT A TO THE RIDER

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

EXHIBIT A TO THE RIDER

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

VENDOR NAME/ADDRESS
Florida Public Utilities 208 Wildlight Ave. Yulee, FL 32097

DEPARTMENT
Public Works/ Fire Rescue

REQUESTED BY
D. Podiak / B. Diden

REV. 10-17-2023 Previous
Versions Obsolete

Certificate Of Completion

Envelope Id: 6F2A77B0-06C0-43AE-BF06-83430C94F434

Status: Completed

Subject: CM3960 LP- Propane Agreement FPU Station 90

Source Envelope:

Document Pages: 27

Signatures: 13

Envelope Originator:

Certificate Pages: 5

Initials: 4

Becky Diden

AutoNav: Enabled

bddiden@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Becky Diden

Location: DocuSign

8/21/2025 10:46:16 AM

bddiden@nassaucountyfl.com

Signer Events

Signature

Timestamp

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Viewed: 8/25/2025 7:34:05 AM

Signed: 8/25/2025 7:34:13 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Viewed: 8/25/2025 11:37:07 AM

Signed: 8/25/2025 11:38:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Signed: 8/25/2025 11:40:11 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ashley Metz

ametz@nassaucountyfl.com

Human Resources Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Signed: 8/25/2025 11:50:02 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 8/25/2025 11:50:05 AM Viewed: 8/26/2025 11:03:12 AM Signed: 8/26/2025 11:03:19 AM
Abigail F. Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 8/26/2025 11:03:22 AM Viewed: 8/27/2025 5:55:45 PM Signed: 8/27/2025 5:56:27 PM
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 8/27/2025 5:56:30 PM Viewed: 8/28/2025 8:52:40 AM Signed: 8/28/2025 8:53:11 AM
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 8/28/2025 8:53:16 AM Viewed: 8/29/2025 11:02:53 AM Signed: 8/29/2025 11:03:06 AM
Forrest Smalley fsmalley@chpk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2025 4:26:29 PM ID: a800d269-dc73-4cd8-9f1a-f6d2d22bc5a4	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.122.114	Sent: 8/29/2025 11:03:09 AM Viewed: 8/29/2025 4:26:29 PM Signed: 8/29/2025 4:30:29 PM
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 8/29/2025 4:31:05 PM Viewed: 9/2/2025 10:24:20 AM Signed: 9/2/2025 10:24:46 AM
In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Linda Winston lwinston@chpk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/2/2025 10:24:50 AM
Clerk Admin BOCCCLerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/2/2025 10:24:51 AM Viewed: 9/2/2025 12:59:14 PM
Procurement Procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/2/2025 10:24:52 AM
PW Invoices PWInvoices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/2/2025 10:24:53 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2025 10:58:53 AM
Certified Delivered	Security Checked	9/2/2025 10:24:20 AM
Signing Complete	Security Checked	9/2/2025 10:24:46 AM
Completed	Security Checked	9/2/2025 10:24:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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