

CS-17-09

JUN 22 PM 2:09

Dear Linda Winston,

**Renewal of Natural Gas Service Agreement for Animal Services**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

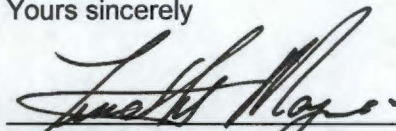
No.	Topic	Details
1	Department	Name: Timothy Maguire
2	Vendor	Name: Florida Public Utilities Company
3	Contract	Contract title: Natural Gas Service Agreement for Animal Services Contract tracking number: CM2261-AR2

**Contract Renewal**

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to extend the term of the Contract for one (1) year, beginning October 5, 2017 and ending October 6, 2018, in accordance with clause in paragraph 3 of Contract.

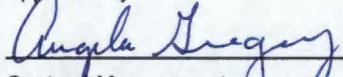
If you need more information or would like to discuss this matter further, please contact Angela Gregory on 904-530-6040 or at [agregory@nassuacountyfl.com](mailto:agregory@nassuacountyfl.com)

Yours sincerely

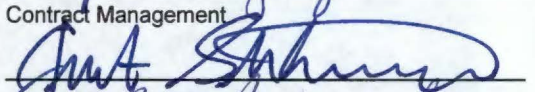
  
 Timothy Maguire, Director

06/13/2017  
 Date

Approved by:

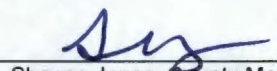
  
 Contract Management

6/22/17  
 Date

  
 Office of Management & Budget

6/23/17  
 Date

  
 County Attorney

6/28/17  
 Date
**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**
  
 Shanea Jones, County Manager

6-29-17  
 Date

CS-15-60

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT  
TRACKING NO.

**CM2261**

## CONTRACTOR INFORMATION

Name: Florida Public Utilities Company  
 Address: 780 Amelia Island Parkway Fernandina Beach FL 32034  
 Zip  
 Contractor's Administrator Name: Linda Winston Title: Account Manager  
 Tel#: 904-430-4718 Cell: 904-753-0747 Fax: 904-277-2349 Email: lwinston@fpuc.com

## CONTRACT INFORMATION

Contract Name: Natural Gas Service Agreement & Sales Contract Contract Value: \$33.00 per month: plus usage  
 Brief Description: Purchase of natural gas for appliances at Animal Services: Connect fee \$75.00; Monthly Charge \$75.00 plus  
natural gas usage. Sales Contract for the purchase of a Noritz NCC1991-DVN-VKI tankless water tank, cost after rebate \$395.42  
 Contract Dates : From commencement until canceled Status: X New    Renew    Amend#    WA/Task Order  
 How Procured:    Sole Source    Single Source    ITB    RFP    RFQ    Coop.    Other Utility Provider

## If Processing an Amendment:

Contract #:                      Increase Amount of Existing Contract:                       
 New Contract Dates:                      to                      TOTAL OR AMENDMENT AMOUNT:                     

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

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

Comments:                     

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 10/5/15  
 Ted Selby Date

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

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

RECEIVED  
COLLECTIVE  
OFFICE  
15 SEP 15 PM 12:54

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





## Natural Gas Service Agreement

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

Customer: Nassau County BOCC - d/b/a Animal Services

Phone: 904-530-6150 or 530-6151

DBA: Animal Control Services

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

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

Rate Class: CS-2

Connect Fee: \$75.00

Monthly Charge: \$33.00

Account Deposit: \$0.00

Appliance Conversion Charge: N/A

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

Estimated Annual Usage in Therms: 3,078

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

Account Manager: Linda Winston

Phone: (904) 430-4718

Field Coordinator: George Speerin- FB

Phone: (386) 785-4506

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

### APPROVED AND ACCEPTED:

By:



Florida Public Utilities Agent's Signature

Linda Winston

Account Manager

By:



Customer's Signature

Ted Selby, County Manager

Customer

Date

10/5/15

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







## Natural Gas Service Terms and Conditions

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

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

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

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

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

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





## SALES CONTRACT

FLORIDA PUBLIC UTILITIES CO.

34209

STREET Natural Gas Electric to Gas Conversion Commercial

ST NAME

FIRST NAME - MIDDLE INITIAL

NASSAU COUNTY BOCC

d/b/a Nassau County Animal Services

DELIVERY ADDRESS

86078 LICENSE RD

TY FB ST FL ZIP CODE 32034 SOCIAL SECURITY #

O NAME OE NOVELLO TELEPHONE NUMBER (904) 530-6150

LIVING ADDRESS DATE September 14, 2015

TY ST ZIP CODE UTIL ACCT NO.

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

QTY	TAG NO	QTY	UNIT	SELLING PRICE	MERCHANDISE DESCRIPTION & MODEL NUMBER	Tax	\$	FEDERAL TRUTH IN LENDING DISCLOSURE Itemization of Amount Financed
1				\$ 2,706.00	Noritz NCC1991-DVN-VKI with NOR SV-CK-3 and NOR PRC-1	Yes	2,706.00	NET CASH PRICE \$ 395.42
						Yes		PROCESSING FEE PF
						Yes		AMOUNT FINANCED: \$ 395.42
						Yes		The amount of credit provided to you directly or on your behalf
						Yes		# of MONTHLY PAYMENTS 1
								ANNUAL PERCENTAGE RATE 0%
								The cost of your credit as a yearly rate
								PAYMENT AMOUNT \$ 395.42
								FINANCE CHARGE \$
								The dollar amount the credit will cost you
								TOTAL OF PAYMENTS \$ 395.42
								The amount you will have paid after you have made all payments as scheduled
								SALE PRICE \$ 395.42
								MONTHLY PAYMENT SCHEDULE:
								0 @ \$ 395.42
								1 @ \$ 395.42
								TOTAL \$ 395.42

CONTRACT AMOUNT 395.42

DATE DELIVERED:

SERVICE IN TAKE WITH DELIVER &amp; INSTALL

METER IN DELIVER ONLY OTHER

SPECIAL INSTRUCTIONS:

COMMERCIAL LARGE NON-FOOD SERVICE ELECTRIC TO GAS WATER HEATER PROGRAM. Purchase of tankless water heater. Customer will be responsible for installation of water heater and piping. Water Heater is to be purchased from Tempaco and delivered to customer at 86078 License Rd, Fernandina Beach.

MAXIMUM REBATE IS \$2,500.00. BALANCE OF COMMERCIAL REBATE TO BE APPLIED TO INSTALLATION IS \$0.00.

SALES OFFICE

Customer has made a down payment of \$ 395.42 and agrees to pay Company \$ 395.42 in 1 monthly installments of \$ 395.42 each and a final payment of \$0 beginning with the month of September 2015, until the whole of said price shall have been paid.

OTHER TERMS:

Customer hereby acknowledges receipt of this agreement, including conditions outlined on the back of the contract, and authorizes Florida Public Utilities to obtain credit information from select credit agencies at the Company's discretion. This contract is not binding upon Company until Customer's credit application is approved by Company, executed in quadruplicate at Fernandina Beach, Florida on September 14, 2015.

Customer's Signature:

Salesperson:

Linda Winston

FLORIDA PUBLIC UTILITIES CO.

FORM GAS205

WHITE - CREDIT SERVICES ACCTG

LIGHT YELLOW - LOCAL OFFICE

PINK - WORK ORDER OFFICE

BRIGHT YELLOW - CUSTOMER

REV 10/2/10

