

(850) 850-521-1708 bkeating@gunster.com

November 2, 2018

E-PORTAL FILING

Ms. Carlotta Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re:

			In re: Petition for Approval of Temporary Electric					
DOCKET	NO.	20180203	Restoration	Program	on	Expedited	Basis,	by
(OPEN)			Florida Public Utilities Company.					

Dear Ms. Stauffer:

Attached, for electronic filing in the above referenced docket, please find the Florida Public Utilities Company's **<u>REVISED ATTACHMENT C</u>**, which replaces the Attachment C in the Petition filed in this proceeding on November 1, 2018.

Should you have any questions whatsoever, please do not hesitate to contact me. Thank you for your assistance in this matter.

Respectfully,

Beth Keating Florida Bar No. 0022756 Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601 Tallahassee, FL 32301 (850) 521-1706



Emergency Temporary Payment Plan

CONTRACTOR OF THE OWNER WITH

FIRST NAME - MIDDLE INITIAL
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EMERGENCY TEMPORARY PAYMENT PLAN (ETPP)

2 Emergency Temporary Payment Plan

_____Total Invoiced Electrician Cc _____Admin. Fee

AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL OWED FOR 12 MONTH PERIOD	
The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including	
\$0.00	\$0.00	vaur down zevment of \$ N/A \$0.00	
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NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	
0	\$0.00	WITH MONTHLY BILLING CYCLE	

INSURANCE: Credit life insurance, casually insurance and credit disability insurance are not required by the Company to obtain credit, and will not be provided.

NOTICE TO HOMEOWNER: 1. Do not sign this form before you have read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the form you sign. Keep it to protect your legal rights. By signing this form, Homeowner agrees to the terms set forth herein and acknowledges receiving and reading a completed copy of this form.

PAYMENT OPTIONS AND GENERAL TERMS AND CONDITIONS:

The Emergency Temporary Payment Plan ("ETPP") offers the Customer of Record the option to pay a fixed monthly amount for qualified equipment purchase and installation subject to the following:

1. Customer of Record represents that he/she is the current record owner of the residence where the equipment is being installed ("Property"). If Customer of Record is not the owner, than the Customer of Record must obtain permission as necessary from the property owner, per existing lease agreement.

2. If the Property is sold or conveyed prior to full payment of the ETPP amount, Customer of Record will pay the total outstanding ETPP amount [and other amounts shown above] on or prior to the date the account is closed.

3. Customer of Record agrees that all material and workmanship matters related to the equipment and installation will be addressed exclusively with the authorized Contractor responsible for installing the equipment and that Florida Public Utilities Company (the "Company") has no responsibility or liability with respect to such matters.

4. Customer of Record understands that the Company and its affiliates, including its parent, Chesapeake Utilities Corporation and any subsidiaries ("Affiliates"), do not manufacture, produce, or provide any warranty for the equipment/installation identified herein. To the extent assignable, the Company shall assign to Customer of Record any manufacturer's warranties that apply to the equipment.

5. This agreement is not assignable or transferable by Customer of Record without prior written consent by the Company.

6. Customer of Record waives and releases the Company and its affiliates, and their officers, directors, employees, contractors, agents, representatives, successors and assigns, from any and all claims, demands, actions, causes of action, damages, liabilities and obligations whatsoever arising out of or related to products or services provided by the Contractor named below.

7. In no event shall the company or its affiliates, and their officers, directors, employees, contractors, agents, representatives, successors and assigns be liable for any incidental, indirect, special, consequential, exemplary or punitive damages, including, but not limited to, loss of revenues or loss of profits, even if the company has been advised of the possibility of such damages.

8. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer of Record.

9. This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

10. This agreement, and the terms set forth in the Company's Tariff at Sheet No. 67, contain the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

CONTRACTOR/ELECTRICIAN SIGNATURE	DATE	COMPANY NAME
Customer of Record SIGNATURE	DATE	FLORIDA PUBLIC UTILITIES REPRESENTATIVE
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